

County of Dinwiddie Board of Supervisors

MINUTES

Regular Meeting – July 19, 2016, 3:01 PM

Board Meeting Room, Pamplin Administration Building
14016 Boydton Plank Road, Dinwiddie, Virginia

Supervisors Present:

Brenda Ebron-Bonner, *Chair* Election District 5
 Harrison A. Moody, *Vice Chair* Election District 1
 Dr. Mark E. Moore Election District 2
 William D. Chavis Election District 3
 Daniel D. Lee Election District 4

Administration Present:

W. Kevin Massengill, *County Administrator*
 Anne Howerton, *Deputy County Administrator,
 Finance and General Services*
 Tyler Southall, *County Attorney*

1. **ROLL CALL**
2. **INVOCATION**
3. **PLEDGE OF ALLEGIANCE**
4. **AMENDMENTS TO AGENDA**

Upon motion of Mr. Chavis, seconded by Mr. Moody,

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the agenda was adopted as presented.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner
 NAYS: None

5. **CONSENT AGENDA**

A. SUMMARY AND CLAIMS

CLAIMS	June 20, 2016	June 30, 2016	June 30, 2016	June 30, 2016	July 1, 2016	July 8, 2016	July 13, 2016	TOTALS
	1098840-1098870	1098871-1098894 payroll	1098895-1098901	1098902-1098976	1098977-1099025	1099026-1099063	1099064	
101 - General Fund	\$63,975.17	\$1,026,927.08	\$210.00	\$132,604.13	\$1,360,374.13	\$280,234.69	\$45,848.30	\$2,910,173.50
103 - Jail Commission							\$77.04	\$77.04
105 - Recreation								\$0.00
209 - Litter Grant Fund				\$13,106.00				\$13,106.00
210 - Economic Developmt		\$887.77		\$11.90			\$1,651.83	\$2,551.50
211-Community Service							\$22.88	\$22.88
219 - CSA								\$0.00
226 - Law Library	\$164.99							\$164.99
228 - Fire Programs & EMS		\$640.52		\$4,092.09			\$1,211.10	\$5,943.71
229 - Forfeited Asset Sharing Program								\$0.00
305 - Capital Projects Fund				\$411,700.23		\$2,816.80	\$853.01	\$415,370.04
401 - County Debt Service	\$16,968.04				\$31,224.00			\$48,192.04
402 - School Debt Service								\$0.00
724 - Abraham Scholarship								\$0.00
	\$81,108.20	\$1,028,455.37	\$210.00	\$561,514.35	\$1,391,598.13	\$283,051.49	\$49,664.16	\$3,395,601.70

B. MINUTES: JUNE 7, 2016 SPECIAL MEETING

Upon motion of Dr. Moore, seconded by Mr. Lee, the consent agenda was approved as presented.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner
 NAYS: None

6. **REPORTS:**

A. VIRGINIA DEPARTMENT OF TRANSPORTATION

Scott Thornton, Assistant Residency Administrator, presented the following to the Board.

DINWIDDIE COUNTY
July 19, 2016 – Monthly Report

MAINTENANCE	
Dinwiddie Area Headquarters for the month of June 2016	
<ul style="list-style-type: none"> • Performed debris cleanup and repaired signs along various primary and secondary roads, and removed limb and tree debris from secondary routes in preparation of secondary mowing. • Removed trash bags picked up by Adopt -A- Highway citizens and Dinwiddie Sheriff's Dept. inmates on secondary roads. • Cut and removed dead trees that had fallen along Routes 1, 40 and 627 (Courthouse Rd.). • Worked to remove beaver dams on Routes 613 (Squirrel Level Rd), 632 (Butterwood Rd), 646 (Glebe Rd), 667 (Malone Rd), 672 (Church Rd), and 741 (Fort Emory Rd). • Repaired pot holes on various primary and secondary roads. • Machined various unpaved roads throughout the county. • Performed mowing operations along Routes 1, 40, and 460. • Cut for sight distance safety around various intersections throughout the county. • Continued rural rustic construction on Route 628 (Tranquility Lane). Installed cross-pipe, performed ditching, repositioned group of mailboxes, added stone to surface. • Replaced cross-over pipe Route 40. • Replaced entrance pipe Route 40. • Replaced pipe Route 703 (Carson Rd.). • Performed ditching along various secondary routes. • Assisted Richmond (Henrico County) with tree and debris removal after severe wind storm swept through the area. 	
LAND DEVELOPMENT & PERMITS	Paul Hinson, P.E.
Dinwiddie County	
Plans with outstanding comments or under review (Activity within last 90 days)	
<ul style="list-style-type: none"> • Hofheimer Way Retail Site – Site plan submitted on 3-22-16 for a proposed Dollar General store at the intersection of Route 775 (Hofheimer Way), and US 1. Comments issued on 4-6-16. 	
Plans approved	
<ul style="list-style-type: none"> • Airpark Drive – Revised road plans submitted for review for needed improvements to bring remainder of Airpark Road to the County convenience center into state system. Plans found acceptable on 6-9-16. • Taco Bell at Dinwiddie – Revised site plan submitted for review for a proposed Taco Bell at the intersection of Route 1320 (Ritchie Rd.), and US 1. Plan received on 5-19-16 and found acceptable on 5-26-16. 	
Other	
<ul style="list-style-type: none"> • None 	
LUP Permits Issued and Completed	

Number		Dinwiddie County	Permit Issuance Date	Permit Completion Date
57908	Southside Electric Cooperative	26	5-26-16	
57912	Town of McKenney	26	6-2-16	
57913	Jason Lee Fisher	26	6-2-16	
57918	Town of McKenney	26	6-8-16	
57916	Todd Williams	26	6-8-16	
57917	Dominion VA Power	26	6-8-16	
57919	Troy M. Whitt	26	6-9-16	
57922	Comcast Communications	26	6-14-16	
57923	James B. Goodwyn	26	6-15-16	
57924	C & L Excavation, LLC	26	6-15-16	
57926	Priscilla Richardson	26	6-17-16	
57927	Comcast Communications	26	6-22-16	
57711	Baylaur Construction, LLC	26	2-12-15	5-26-16
57863	Bostic Real Estate Properties, LLC	26	3-3-16	6-10-16
57829	Hannah Moody	26	11-12-15	6-10-16
57873	Watkins Farm	26	4-5-16	5-26-16
57890	William F. Maywalt	26	4-27-16	6-24-16
57891	William F. Maywalt	26	4-28-16	6-24-16
57885	DanRich Homes	26	4-22-16	6-24-16

CONSTRUCTION

Ron Hobson, P.E.

UPC 104466 / Order D39 /Project: (NFO) 0085-026-263, N501

Contractor: Adams Construction Co.
Name: I-85 SB Restore Existing Pavement
CM: Smith
Fixed Completion Date: 11-15-2017
Description: Main line paving to continue

UPC 105287 / Order I65 /Project: (NFO) 0085-026-609, N501

Contractor: Denton Construction Co.
Name: I-85 NB Restore Existing Pavement
CM: Smith
Fixed Completion Date: 11-15-2016
Description: Concrete patching continues

UPC 107975 / Order J30 /Project: (NFO) 9999-964-611, N501

Contractor: Allan Myers VA Inc.
Name: I-95 NB/185 NB Restore Existing Pavement
CM: Smith
Fixed Completion Date: 8-16-16
Description: Project began 6-12-16

UPC 89379 / Order G26 /Project: (NFO) 0226-026-573,B606, C501 (Dinwiddie)

Contractor: Bryant Contracting
Name: Route 226 (Cox Rd) Bridge over NSRR
CM: Miller

Fixed Completion Date: 8/1/16

Description: Superstructure replacement and substructure repairs

Comments: Phase I is complete. Phase II deck has been poured, pedestrian fence and railing installed. Contractor plans to complete approach paving and deck grooving by 6-24-16. Final inspection has been scheduled.

UPC 80993 / Order G95 /Project: (NFO) 0001-026-107,C501 (Dinwiddie)

Contractor: Branscome
Name: Route 226 (Cox Rd.) and Route 1 Roundabout and Intersection Improvements
CM: Miller
Fixed Completion Date: 10/14/16
Description: Intersection Improvements at Routes 1 and 226, and roundabout at Routes 600 (Ferndale Rd./Westgate Dr.) and 226 (Cox Rd.).
Comments: Contractor has completed curb & gutter, sidewalk, and asphalt placement through intermediate course on Routes 226 WB (Cox Rd.) and 600 NB (Ferndale Rd./Westgate Dr.). Traffic switch to Stage II scheduled for 6/21/16. After traffic switch Contractor will begin installation of storm drain and grading operations on Routes 226 EB (Cox Rd.) and 600 SB (Ferndale Rd./Westgate Dr.). Contractor continuing to grade, install curb & gutter, and entrances on Route 600 (Westgate Dr.).

UPC 107812 / Order404 /Project: ST4D-026-F16 (Dinwiddie)

Contractor: Whitehurst
Name: Surface Treatment Schedule
CM: Bondurant
Fixed Completion Date: 10/28/16
Description: Resurfacing of various routes in Dinwiddie County.
Comments: Contractor will begin surface treatment operations in late to mid-July. Patching is complete.

UPC 107844 / Order409 /Project: PM4D-026-F16 (Nottoway)

Contractor: Allan Myers
Name: Plant Mix Schedule
CM: Bondurant
Fixed Completion Date: 10/28/16
Description: Resurfacing of various routes in Prince George County.
Comments: Contractor will begin paving operations in early-September.

TRAFFIC STUDIES/SPECIAL REQUESTS

- A request for no thru truck restriction for Route 603 (Weakley Rd.) is currently being reviewed.
- A request for a stop bar on Route 1007 (5th St.) next to the stop sign at intersection with Route 1001 (Rives Ave.) is currently being reviewed.
- Truck Restriction review for Halifax Road is underway.

B. COMMISSIONER OF THE REVENUE

The Honorable Lori Stevens, Commissioner of the Revenue, announced that two of her employees have received the Master Deputy Commissioner of the Revenue designation. Stephanie Poole and Pam Wilson completed the rigorous career development program offered through the Weldon Cooper Center of the University of Virginia.

C. PARKS, RECREATION, AND TOURISM DEPARTMENT UPDATE

Raymond Pauley, Recreation Manager – Park Services, provided an update on the usage of the Sports Complex, the completion of the Eastside Enhancement Center lighting project, and the renovation of the McKenney Gym. J. Rayfield Vines, III, Assistant Director – Operations and Facilities, provided an update and video on the Ragsdale Community Center. Finally, Andrew Hardy, Recreation Superintendent – Cultural Arts, Special Events, and Tourism, presented the new tourism videos for the County.

7. ACTION ITEMS:

A. VIRGINIA RESOURCES AUTHORITY FINANCING

Christopher Kulp of Hunton and Williams, LLP presented the following to the Board for their approval.

RESOLUTION APPROVING THE FORMS OF CERTAIN DOCUMENTS PREPARED IN CONNECTION WITH A LEASE FINANCING THROUGH THE VIRGINIA RESOURCES AUTHORITY AND AUTHORIZING THE DISTRIBUTION, EXECUTION AND DELIVERY OF THE SAME

WHEREAS, on June 21, 2016, the Board of Supervisors (the “Board”) of Dinwiddie County, Virginia (the “County”), adopted a resolution (the “Authorizing Resolution”) approving a plan of lease financing through the Virginia Resources Authority to finance the costs of various capital improvements for governmental purposes, including but not limited to (a) the design, acquisition, construction, installation and equipping of a new county municipal facility and a new public safety building, (b) the renovation, rehabilitation and improvement of the existing Pamplin Administration Building and the existing public safety complex, (c) the demolition of two old buildings, (d) the construction of a new water system, and (e) the relocation of fiber optic lines (collectively, the “Project”);

WHEREAS, the Project will be effected through a lease financing structure with VRA, pursuant to which the County will lease all or a portion of the real property comprising the Dinwiddie County Government Center located at 13910 Courthouse Road and 14008 and 14016 Boydton Plank Road (tax parcel numbers 45D-1-16 and 45D-1-14) (such leased portions, the “Premises”) to VRA pursuant to the terms of a prime lease (the “Prime Lease”), between the County and VRA, and VRA will lease the Premises back to the County pursuant to the terms of a Local Lease Acquisition Agreement and Financing Lease (the “Financing Lease”), between VRA and the County;

WHEREAS, the Authorizing Resolution authorized the County staff to proceed with the lease financing through VRA, subject to the approval by the Board at a subsequent meeting of the forms of the Prime Lease, Financing Lease and any other documents necessary to the financing; and

WHEREAS, forms of the Prime Lease and the Financing Lease have been presented to this meeting;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF DINWIDDIE COUNTY, VIRGINIA:

1. The leasing of the Premises pursuant to the terms of the Prime Lease and the Financing Lease is hereby authorized. The County Administrator is authorized to determine which portions of the property described in the recitals above shall constitute the Premises.
2. The forms of the Prime Lease and the Financing Lease submitted to this meeting are hereby approved. The County Administrator is authorized to execute the Prime Lease and the Financing Lease in substantially such forms, with such completions, omissions, insertions and changes not inconsistent with this Resolution and the Authorizing Resolution as may be approved by the County Administrator, whose approval shall be evidenced conclusively by the execution and delivery thereof. At the discretion of the County Administrator, all or a portion of the Premises may be included in the leasehold interests conveyed by the Prime Lease and the Financing Lease. All capitalized terms used but not defined herein shall have the same meanings as set forth in the Financing Lease.
3. Rental Payments due under the Financing Lease shall be payable in lawful money of the United States of America and otherwise comply with the terms set forth in the Financing Lease. The County may, at its option, prepay the principal components of Rental Payments upon the terms set forth in the Financing Lease.
4. Such officers of the County as may be requested are authorized and directed to execute and deliver a nonarbitrage certificate and tax compliance agreement (the “Tax Compliance Agreement”) in a form not inconsistent with this Resolution and the Authorizing Resolution as may be approved by the officers of the County executing such document, whose approval shall be evidenced conclusively by the execution and delivery thereof.

5. The County has heretofore received and reviewed the Information Statement describing the State Non-Arbitrage Program of the Commonwealth of Virginia (“SNAP”) and the Contract Creating the State Non-Arbitrage Program Pool I (the “Contract”), and the Board hereby determines to authorize the County Treasurer to utilize SNAP in connection with the investment of the proceeds of the Financing Lease. The Board acknowledges the Treasury Board of the Commonwealth of Virginia is not, and shall not be, in any way liable to the County in connection with SNAP, except as otherwise provided in the Contract.

6. All other actions of County officials in conformity with the purposes and intent of this Resolution and the Authorizing Resolution and in furtherance of the execution and delivery of the Prime Lease and the Financing Lease are ratified, approved and confirmed. The County officials are authorized and directed to execute and deliver all certificates and other instruments considered necessary or desirable in connection with the execution and delivery of the Prime Lease and the Financing Lease pursuant to this Resolution and the Authorizing Resolution. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.

7. This Resolution shall take effect immediately.

Upon motion of Mr. Moody, seconded by Dr. Moore, the resolution was approved as presented.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner
NAYS: None

B. INDOOR PLUMBING REHABILITATION PROGRAM

Tyler Southall, County Attorney, presented the following memo and resolution to the Board for their approval. Mr. Howerton and Ms. Powell from the Southside Outreach Group introduced themselves to the Board as well, and gave an overview of their program.

MEMO

BACKGROUND

At various times in the past, with probably the most significant amount of activity occurring around the year 2000 or earlier, the Commonwealth of Virginia, Department of Housing and Community Development (the “Department”) sponsored improvements to homes in Dinwiddie County as part of the Indoor Plumbing Rehabilitation Program (the “IPR Program”). Deeds of Trust were placed on homes that received aid to guarantee that home owners would not turn around and sell the home, and home owners were required to pay back ten percent of the amount of the grant. These repayments were made to the County. The County is aware of two Deeds of Trust outstanding, and, at this point, the ten percent has been paid for both of those. The County has been asked to approve a Certificate of Satisfaction for one of these Deeds of Trust and it makes sense for the County to approve Certificates of Satisfaction for both trusts. One of the Deeds of Trust has actually been overpaid, and the County should return the overpayment to the home owner.

Jennifer C. Perkins, Treasurer, has requested that a beneficial use of the proceeds of the various Deeds of Trust (which, together with a small amount of additional money associated with CDBG totals approximately \$45,676.15¹) be found. Ms. Perkins, Mr. Bassett, and myself met with the Community Outreach Group, Inc., which works to do housing improvements for low to moderate income persons. Staff proposed that after obtaining the blessing of the Board of Supervisors and the Department, the \$45,676.15 could be disbursed to the Community Outreach Group, Inc. Before the money is disbursed the County needs to make sure that a Program Income Plan is put into place.

County staff has had some preliminary conversations with the Department, but prior to taking any action, staff will want to ensure that the Department is not opposed to the actions taken. It is expected that the Department will be favorably disposed to these actions.

PROPOSED ACTION

Staff proposes that (i) the two Deeds of Trust be released with Certificates of Satisfaction, (ii) in the one case of overpayment, that the overpayment be returned to the beneficial use of the citizen, and (iii) staff be directed to work on a final Program Income Plan, which will have to be approved of by the Department. The goal would be to complete these actions within the next couple of months. Further Board of Supervisors approval of the final Program Income Plan and disbursement to Community Action Group, Inc. will be required.

RESOLUTION

WHEREAS, at various times in the past, the Commonwealth of Virginia, Department of Housing and Community Development (the “Department”) sponsored improvements to homes within the County in connection with the Indoor Plumbing Rehabilitation Program (the “IPR Program”);

¹ This figure subtracts out the amount of the overpayment on the one Deed of Trust.

WHEREAS, as part of the IPR Program, the County of Dinwiddie, Virginia (the "County") entered into various Deeds of Trust, including, but not limited to, Deeds of Trust dated November 3, 1999 and October 11, 2000, and pursuant to the various Deeds of Trust, the County has received payments at various times since the execution of the Deeds of Trust;

WHEREAS, according to the records of the County Treasurer and as a result of receiving payments pursuant to the Deeds of Trust, the County has accounts totaling \$45,736.94 from the IPR Program;

WHEREAS, the Board of Supervisors (the "Board") of the County recognizes that the principal amounts expected to be paid under the November 3, 1999 and October 11, 2000 Deeds of Trust are \$6,951.60 and \$3,120, respectively (the "Payment Amounts" and each a "Payment Amount");

WHEREAS, according to the County Treasurer, the Payment Amount of the Deeds of Trust dated November 3, 1999 and October 11, 2000 has been paid, and it is the desire of the Board of Supervisors (i) to release said Deeds of Trust, (ii) waive any late penalty or interest related to said Deeds of Trust, and (iii) allow any amounts that were overpaid beyond the Payment Amount on each of the said Deeds of Trust shall be returned to the obligor under the Deed of Trust or used for such purposes as are agreed upon by the Treasurer of Dinwiddie County and the obligor under the Deed of Trust;

WHEREAS, the County has an account totaling \$1,529.88, which funds are associated with Community Development Block Grant money provided by the Department;

WHEREAS, overpayments on the Payment Amount for one of the Deeds of Trust totaled \$1,590.67 on June 8, 2016, according to the County Treasurer, and the Board is desirous that such \$1,590.67 and any other subsequent payment be returned to the obligor under the Deed of Trust or used for such purposes as are agreed upon by the Treasurer of Dinwiddie County and the obligor under the Deed of Trust; and

WHEREAS, the Board is desirous that funds associated with the Department in the amount of \$45,676.15, which are currently being held by the County, be disbursed to the Outreach Group, Inc. for use within the boundaries of the County;

BE IT THEREFORE RESOLVED that the County Administrator with the concurrence of the Treasurer be authorized to execute Certificates of Satisfaction for the Deeds of Trust dated November 3, 1999 and October 11, 2000.

BE IT FURTHER RESOLVED that the Board authorizes the aforementioned overpayment of \$1,590.67 and any other subsequent payment to be returned to the obligor under the aforementioned Deed of Trust or used for such purposes as are agreed upon by the Treasurer of Dinwiddie County and the obligor under the Deed of Trust.

BE IT FURTHER RESOLVED that County staff is directed to work with the Department and the Outreach Group, Inc. to develop an updated Program Income Plan with the goal for the Board to formally adopt a new Program Income Plan and authorize the disbursement of \$45,676.15 to the Outreach Group, Inc. at the August or September Board meeting.

Upon motion of Dr. Moore, seconded by Mr. Lee, the resolution was approved as presented.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner
NAYS: None

C. CONTRACT AWARD: MEDIUM DUTY TYPE I AMBULANCE

Dawn Titmus, EMS Manager, presented the following for Board approval.

BACKGROUND

As part of the ongoing plan for replacing and upgrading our Fire & EMS apparatus, the Division of Fire & EMS is in the process of acquiring a Type I Medium Duty Ambulance, including a new cot retention system. This new retention system is a new state mandate that began in 2016. The unit will be stationed at various Fire & EMS stations and rotated through the EMS system as needed. The unit is a replacement of an existing ambulance that has reached end of service life. There may be some potential to repurpose the unit within another County department.

CONTRACT NEGOTIATIONS

This unit has been acquired through cooperative procurement utilizing the Houston Galveston Area Council (HGAC) Cooperative Purchasing Program. HGAC is a government to government cooperative procurement program that has been in effect for more than 36 years. The goods and services that are available through HGAC have been through a competitive bid /proposal process. Dinwiddie County has been a member of HGAC since May of 2012 and has made other purchases through the program including two identical ambulances in 2013 and one in 2015.

LAST BOARD ACTION

This project was approved by the Board of Supervisors as part of the FY 17 Capital Improvement Plan (CIP) with funding of \$240,000.00.

REQUESTED ACTION

We are asking for approval of the following resolution.

RESOLUTION

BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator, W. Kevin Massengill, to execute a contract for the purchase of a Type I Medium Duty Ambulance with Goodman Specialized Vehicles of Amelia, VA for an amount not to exceed \$236,986.20 in such form as he may approve; provided that such contract shall be approved as to form by the County Attorney.

Upon motion of Mr. Chavis, seconded by Dr. Moore, the resolution was approved as presented.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner
NAYS: None

D. CONTRACT AWARD: LIGHT DUTY RESCUE TRUCK

Nick Sheffield, Fire and EMS Coordinator, presented the following to the Board for approval.

BACKGROUND

The FY 2017 capital improvement plan budget for Fire & EMS provides funding for the replacement of a light duty rescue unit, Squad 5. Squad 5 is the oldest vehicle of its kind in our fleet and is due to be replaced because of age and obsolescence.

CONTRACT NEGOTIATIONS

We utilized a cooperative procurement contract from NJPA to purchase this vehicle from Hackney Emergency Vehicles. This vehicle will take approximately 6 months to receive from time of order. The total price attached to the contract will be \$176,884.

REQUESTED ACTION

We are asking for approval of the following resolution.

RESOLUTION

BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia does hereby authorize and direct the County Administrator to execute the attached contract for a light duty rescue unit with Hackney Emergency Vehicles with any changes, substantive or otherwise as may be approved by the County Administrator.

CONTRACT

DINWIDDIE COUNTY

LIGHT DUTY RESCUE TRUCK

The Agreement is made this 19th day of July 2016, by and between **VT Hackney, Inc.**, of 9112 W. 5th Street, Washington, North Carolina 27889 (party of the first part, and hereinafter known as "Contractor"), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as "County").

WHEREAS, pursuant to the Virginia Public Procurement Act, County used cooperative procurement to purchase a light duty rescue truck; and

WHEREAS, Contractor submitted a quote for same, consistent with the County's needs; and

WHEREAS, Contractor was selected to provide light duty rescue truck; and

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, (2) NJPA Contract #090512-VTH including any addenda, (3) Contractor's quote dated June 29, 2016, and (4) Contractor's Specifications and Drawings dated June 24, 2016. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Time of Performance.** Contractor agrees to begin construction within ten (10) calendar days of receipt of County's Written Notice to Proceed, with all construction and delivery to be completed no later than 180 days after issuance of Notice to Proceed.
3. **Costs.** Contractor agrees to perform all work and provide all equipment pursuant to this Contract for a sum no greater than ONE HUNDRED SEVENTY-SIX THOUSAND EIGHT HUNDRED

EIGHTY-FOUR AND NO/100 DOLLARS (\$176,884.00) (the "Contract Price"). Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.

- 4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

Notice to County shall be made to:

W. Kevin Massengill
County Administrator
P. O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500
accounting@dinwiddieva.us

Notice to Contractor shall be made to:

Ed Smith
VT Hackney, Inc.
911 W. 5th Street, P.O. Box 880
Washington, North Carolina 27889
(252) 975-8375
esmith@vthackney.com

- 5. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County's requirements in the Terms and Conditions.
- 6. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
- 7. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the General District or Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

VT Hackney, Inc.

By: _____

By: _____

W. Kevin Massengill

County Administrator

Title: _____

Attest: _____

Attest: _____

Approved as to form:

Department Approval:

Tyler Southall, County Attorney

Dennis Hale, Chief of Fire & EMS

Upon motion of Mr. Moody, seconded by Mr. Chavis, the resolution and contract were approved as presented.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner

NAYS: None

E. CONTRACT AWARD: WATERWORKS OPERATOR

Anne Howerton, Deputy County Administrator, Finance and General Services, presented the following to the Board for approval.

BACKGROUND

Since 2011, water quality sampling of county and school wells as required by the Virginia Office of Drinking Water has been performed by a school maintenance employee. However, in June 2016, that employee retired, and the Schools elected not to fill the waterworks operator position, but rather to contract out the service.

CONTRACT NEGOTIATIONS

An Invitation for Bid was released on June 16, 2016 with a mandatory pre-bid conference held on June 28, 2016. Three bids were received on July 12, 2016, with the lowest responsive, responsible bidder being P.D. & J. Envirocon from Windsor, Virginia. Although this contract covers both county and school

well sampling, each entity will be billed separately per the attached bid form. Further details on this procurement can be found on the County website at www.dinwiddieva.us, under the Purchasing tab.

REQUESTED ACTION

We are asking for approval of the following resolution.

RESOLUTION

BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute the attached contract with P.D. & J. Envirocon for waterworks operator services for a period of one year, with up to two optional annual renewals.

CONTRACT

DINWIDDIE COUNTY
WATERWORKS OPERATOR

The Agreement is made this 9th day of August 2016, by and between **P. D. & J Envirocon**, of 15 Virginia Ave, Windsor, VA 23487 (party of the first part, and hereinafter known as “Contractor”), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as “County”).

WHEREAS, pursuant to the Virginia Public Procurement Act, County solicited bids for a Waterworks Operator to manage County-owned water systems for Dinwiddie County Government and Dinwiddie County Schools; and

WHEREAS, Contractor submitted a bid for same, consistent with the specifications in the Invitation for Bids; and

WHEREAS, Contractor was selected as the lowest responsive and responsible bidder; and

WHEREAS, County has selected Contractor as the County’s Waterworks Operator, according to the specifications in the Invitation for Bids;

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

- 8. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract, (2) Invitation for Bids # 16-061616 including any addenda and (3) Contractor’s bids dated July 8, 2016. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
- 9. **Term of Contract.** The term of this contract shall be for one (1) year with the option of renewals under the terms, conditions and unit pricing of the original contract for up to two (2) additional years, unless either party gives written notification to the other party sixty (60) days prior to expiration of the then-current term that they do not wish to renew. The contract and any renewals are subject to the availability of funds and annual appropriations by the Board of Supervisors. Price increases, if any, shall be in accordance with the original contract or negotiated at time of renewal.
- 10. **Costs.** Contractor agrees to perform all work pursuant to this Contract for the unit prices listed on the attached bid form (the “Contract Price”). Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.
- 11. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

<u>Notice to County shall be made to:</u> W. Kevin Massengill County Administrator P. O. Drawer 70 Dinwiddie, Virginia 23841 (804) 469-4500 accounting@dinwiddieva.us	<u>Notice to Contractor shall be made to:</u> Maurice Bynum P. D. & J Envirocon 15 Virginia Avenue Windsor, VA 23487 (757) 241-0265 bynummaurice@verizon.net
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- 12. **General Terms and Conditions.** During the term of this Contract, Contractor agrees to procure and maintain insurance which meets all County’s requirements in the Invitation for Bids documents.
- 13. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed

signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.

- 14. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the General District or Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

P. D. & J Envirocon

W. Kevin Massengill, County Administrator

Please print name/title below

Dinwiddie County School Board:

Approved as to form:

W. David Clark, School Superintendent

Tyler Southall, County Attorney

Upon motion of Mr. Chavis, seconded by Dr. Moore, the resolution and contract were approved as presented.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner

NAYS: None

F. CONTRACT AWARD: SHERIFF’S OFFICE VEHICLES

Ms. Howerton also presented the following to the Board for approval.

BACKGROUND

The approved FY 2017 operating fund budget provides funding for the replacement of high mileage, high maintenance patrol vehicles, and this contract will be used to purchase five police interceptor sedans and/or utility vehicles for the Sheriff’s Office.

CONTRACT NEGOTIATIONS

We utilized a cooperative procurement contract from Bluefield VA Police Department to purchase the vehicles from Sheehy Ford of Richmond VA as their price per vehicle was better than the State contract for these vehicles.

REQUESTED ACTION

We are asking for approval of the following resolution.

RESOLUTION

BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, does hereby authorize and direct the County Administrator to execute the attached contract for five Ford police vehicles with Sheehy Ford of Richmond with any changes, substantive or otherwise as may be approved by the County Administrator.

CONTRACT

DINWIDDIE COUNTY

FIVE (5) FORD POLICE INTERCEPTORS

The Agreement is made this 19th day of July 2016, by and between **Sheehy Ford of Richmond**, of 10601 Midlothian Turnpike, Richmond, VA 23235 (party of the first part, and hereinafter known as “Contractor”), and the **County of Dinwiddie**, Virginia (party of the second part, and hereinafter known as “County”).

WHEREAS, pursuant to the Virginia Public Procurement Act, County used cooperative procurement to purchase five (5) Ford Police Interceptors; and

WHEREAS, Contractor submitted a quote for same, consistent with the County’s needs; and

WHEREAS, Contractor was selected to provide Ford Police Interceptors; and

NOW THEREFORE, in consideration of the mutual benefits, promises, and undertakings, the sufficiency and receipt of which are acknowledged, the following terms and conditions are agreed to by the parties to this Contract:

1. **Incorporation by Reference.** The following are made a part hereof as if the same were fully set forth herein, and if any discrepancies arise between the documents, they will prevail in the following order: (1) this Contract including the General Terms and Conditions, (2) Bluefield Virginia Police Department Contract # C091412 including all amendments and (3) Contractor’s quotes. This procurement is governed by the Virginia Public Procurement Act and the Dinwiddie County Purchasing Policies and Procedures. All terms and conditions of the Act and the Policies and Procedures are hereby adopted and incorporated by reference herein.
2. **Term of Contract.** The Contractor agrees to furnish vehicles within ninety (90) days of executed contract.
3. **Costs.** Contractor agrees to provide all five (5) vehicles pursuant to this Contract for a sum no greater than ONE HUNDRED TWENTY-NINE THOUSAND ONE HUNDRED NINETY AND NO/100 DOLLARS (\$129,190.00) (the “Contract Price”). Individual vehicle prices are listed below. Payment shall be made to Contractor within thirty (30) days after receipt of invoice and after County has inspected and tested the work and notified Contractor of its acceptance of same.

Description	Qty	Unit Price
2017 Police Interceptor Sedan	4	\$25,093.00
2017 Police Interceptor Utility	1	\$28,818.00

4. **Notices.** Any notices required shall be in writing, unless otherwise permitted hereunder, and shall be deemed received five (5) days after mailing of same in the U. S. Mail with postage prepaid at the addresses set forth below or upon actual receipt:

<u>Notice to County shall be made to:</u> W. Kevin Massengill County Administrator P. O. Drawer 70 Dinwiddie, Virginia 23841 (804) 469-4500 accounting@dinwiddieva.us	<u>Notice to Contractor shall be made to:</u> Nick Crist Sheehy Ford of Richmond 10601 Midlothian Turnpike Richmond, VA 23235 (804) 419-1381 nickcris@sheehy.com
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5. **Counterparts.** This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or as an attachment to an email, and any such signature shall have the same legal effect as an original.
6. **Miscellaneous.** This Contract shall be governed by the laws of the Commonwealth of Virginia. Jurisdiction and venue for any litigation arising out of or involving this Agreement shall lie in the General District or Circuit Court of the County of Dinwiddie, Virginia, and such litigation shall be brought only in such courts. All pronouns used herein shall refer to every gender. Headings or titles in this Contract are only for convenience and shall have no meaning or effect upon the interpretation of the provisions of this Contract. This Contract is the entire agreement between the parties and may not be amended or modified, except by writing, signed by each party. If any provision of this Contract is determined to be unenforceable, then the remaining provisions of this Contract shall be interpreted as in effect as if such unenforceable provision were not included therein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day first written above.

County of Dinwiddie, Virginia

Sheehy Ford of Richmond

W. Kevin Massengill, County Administrator

Print Name: _____
Title: _____

Approved as to form:

Constitutional Officer Approval:

Upon motion of Mr. Moody, seconded by Mr. Lee, the resolution and contract were approved as presented.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner
NAYS: None

G. RESOLUTIONS: AIRPARK DRIVE IMPROVEMENTS

W. Kevin Massengill, County Administrator, presented the following to the Board for approval.

BACKGROUND

County staff has been in conversations with the Virginia Department of Transportation regarding the extension of Route 684, Airpark Drive. That is the road that goes by the Rohoic branch office of the Bank of McKenney toward the manned convenience site.

In order for the project to be undertaken, VDOT has informed the County that it has to acquire the right of way and easements for the extension of the road. The County would retain ownership of this property even after VDOT placed the road on the land.

PROPOSED ACTION

Staff proposes the following resolution, which would authorize the County Administrator to accept a deed conveying the property interests set forth in the attached plat to the County so that VDOT can extend the road along said property. Staff has prepared the following resolution to assist.

RESOLUTION

BE IT RESOLVED that the County Administrator is hereby authorized to accept ownership of the 12' VDOT SLOPE & DRAINAGE EASEMENT, 16' DRAINAGE EASEMENT, and 60' COUNTY PUBLIC R/W shown on a plat entitled PLAT SHOWING A 60' RIGHT OF WAY DEDICATION, A 16' DRAINAGE EASEMENT & A 12' VDOT SLOPE & DRAINAGE EASEMENT LOCATED AT THE TERMINUS AND ON THE NORTH SIDE OF STATE ROUTE 684, AIRPARK DRIVE ROHOIC DISTRICT DINWIDDIE COUNTY, VIRGINIA, dated June 27, 2016, with such changes substantive or otherwise as he may approve to said plat.

BE IT FURTHER RESOLVED that pursuant to Virginia Code Section 15.2-1803, the County Administrator is authorized to execute a deed, accepting the foregoing conveyance to the County of Dinwiddie, Virginia in such form as the County Attorney shall approve.

BE IT FURTHER RESOLVED that the County Administrator and County Attorney are authorized to take any other actions in furtherance of the intent of this resolution.

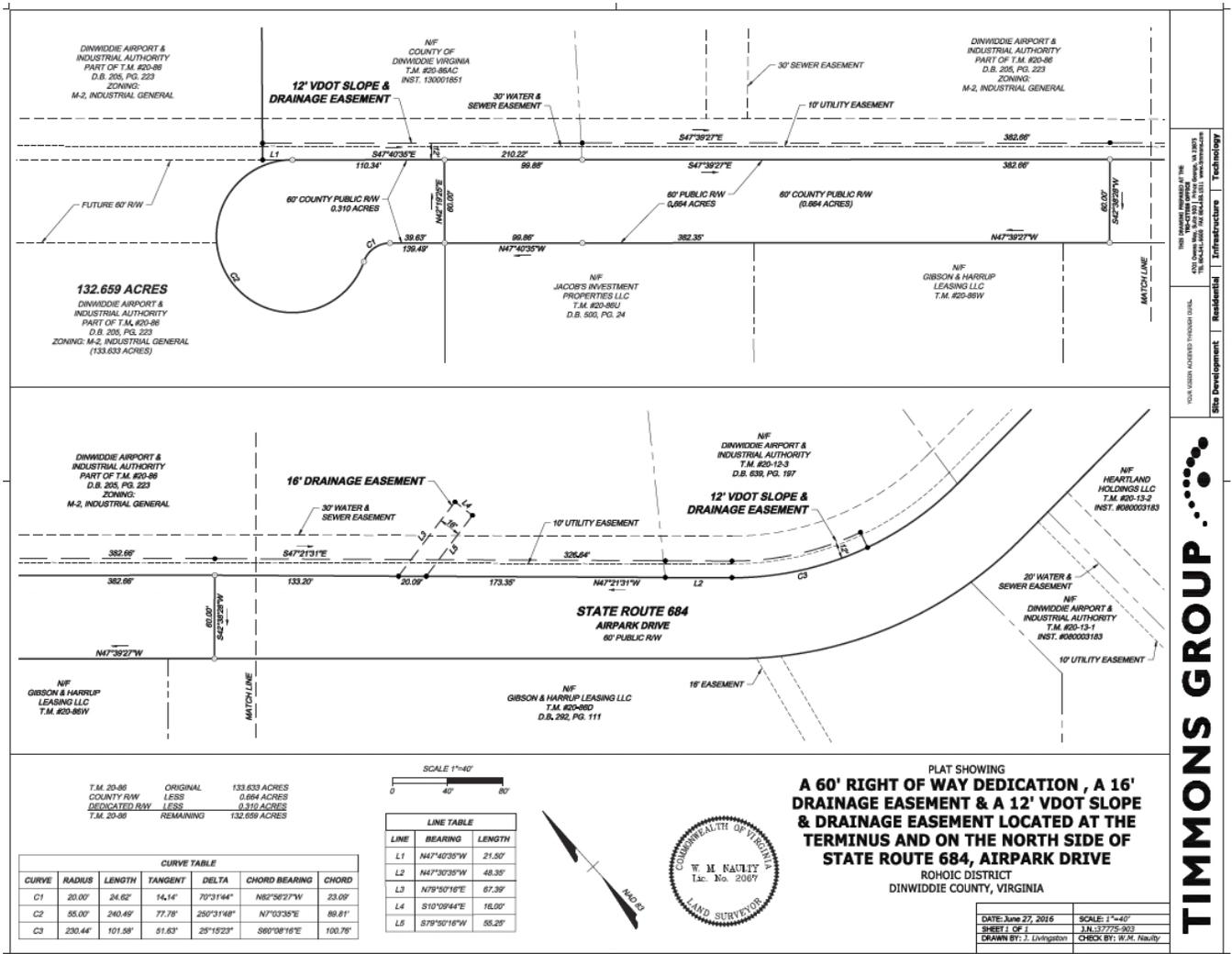
Resolution Requesting the Virginia Department of Transportation to repair and bring up to standard, Airpark Drive from the end of state maintenance to proposed cul-de-sac for a total of .21 miles.

WHEREAS, this Board has determined that it is in the best interest of the County of Dinwiddie and its citizens to request the Virginia Department of Transportation to perform and administer any and all work associated with the acceptance of Airpark Drive into the Virginia Department of Transportation's Secondary Road Maintenance System and

WHEREAS, this Board has authorized \$150,000 be provided through an accounts receivable with the Virginia Department of Transportation to cover any and all costs associated with said work and

WHEREAS, the Virginia Department of Transportation with track expenditures and any unexpended funds will be returned to the County of Dinwiddie

NOW, THEREFORE, BE IT RESOLVED that the previously approved funding for improvements to Airpark Drive, be provided to the Virginia Department of Transportation under accounts receivable to cover all costs for the completion of said improvements as presented.



Upon motion of Dr. Moore, seconded by Mr. Chavis, the resolutions were approved as presented.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner
 NAYS: None

H. RESOLUTION: PROPOSED ROUTE TO UPGRADE THE SOUTHSIDE ELECTRIC CENTER STAR SUBSTATION

Mr. Massengill also presented the following for Board approval.

Resolution Stating the County’s Position on the Proposed Route to Upgrade the Southside Electric Center Star Substation

Whereas, Dinwiddie County Board of Supervisors recognizes the need for distribution of reliable electrical service to all of our citizens; and

Whereas, the Dinwiddie County Board of Supervisors values the positive working relationship forged with Southside Electric Cooperative over the past 77 years, and its Eastern District Office, located near the heart of Dinwiddie County, which serves as a visible reminder that Southside Electric Cooperative is a community-minded organization; and

Whereas, the Dinwiddie County Board of Supervisors recognizes the need for more reliable electrical distribution throughout the County, however, has concerns regarding the proposed route to upgrade the Center Star substation; and

Whereas, Dinwiddie County’s rich history includes a unique significance to the Civil War in that the County is home to more named battles and skirmishes than any other locality in the nation; and

Whereas, Dinwiddie County has established professional relationships with the National Park Service and Civil War Preservation Trust and has worked diligently over the past several years to demarcate and promote the vast and diverse battlefields as a resource for historical interpretation, archaeological research, military history and tourism; and

Whereas, the proposed route to Center Star dissects sites of the Battle of Dinwiddie Courthouse and the Battle of White Oak Road, which are notably, two of the most significant battles fought on Dinwiddie soil; and

Whereas, high voltage power lines would greatly detract from the viewsheds and permanently alter these historical sites.

Therefore be it resolved, the Dinwiddie County Board of Supervisors respectfully requests that this Southside Electric Cooperative research, consider and adopt a route that will accommodate the

electrical distribution needs of Southside Electric Cooperative and will preserve the integrity of our historic viewsheds.

Therefore be it further resolved, the Dinwiddie County Board of Supervisors requests that this resolution be shared with our Federal and State elected officials, as well as the Southside Electric Cooperative Board of Directors, the National Parks Service, Civil War Preservation Trust and the citizens of Dinwiddie County.

Upon motion of Mr. Lee, seconded by Mr. Moody, the resolution was approved as presented.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner

NAYS: None

8. CITIZEN COMMENTS

There was no one signed up to speak.

9. COUNTY ADMINISTRATOR COMMENTS

Mr. Massengill began his comments by recognizing the Parks, Recreation, and Tourism department for a job well done. He then announced that the Dinwiddie Darlings and Angels softball teams won the state titles in their divisions and are heading to the Dixie Softball World Series in Myrtle Beach, South Carolina. The Dinwiddie Nationals majors, minors, and coach pitch baseball teams all won their District competitions. He wished all the teams well in the games ahead.

Mr. Massengill shared that he and several members of the Board attended an open house hosted by the Dinwiddie Department of Social Services and Rivermont School for Autism. As part of the tour, there was a ribbon cutting ceremony for the "Oasis of Hope" room which was decorated by the Kiwanis Club of Dinwiddie. Next, he shared that Ms. Ebron-Bonner, Mr. Chavis, and he will visit 4-H camp in Wakefield where approximately 150 Dinwiddie County campers are spending a fun-filled week.

Mr. Massengill discussed the municipal building project. He stated that a committee has been formed to discuss, develop and recommend design standards. These design standards will guide not only the pending project, but any new development that may come to the courthouse area. He then commented on Lake Chesdin, stating that it is one inch above full pool. Finally, Mr. Massengill shared that staff would like to give departments and organizations an opportunity to provide updates to the Board each month. Staff has come up with a schedule of reports and plans to begin with the updates in September.

10. BOARD MEMBER COMMENTS

Mr. Lee stated that the Parks, Recreation, and Tourism department showcases a great community. He also expressed his pride in Dinwiddie County and that he stands behind law enforcement 100 percent. He stated the importance of being inclusive during decision making and the need to be part of the solution and not the problem. Mr. Lee said that should begin with County government, and County government should be a foundation for change. Finally, Mr. Lee expressed his delight in the progress with the Ragsdale Community Center.

Mr. Moody applauded the Parks, Recreation, and Tourism department for what they do for clean green tourism. He then stated that he emailed the Board a copy of the American Platform and proposed resolutions. He also let them know that he will be attending the NACo Annual Conference, therefore if they have any questions they can share them with him. Mr. Moody also shared that there is an emergency resolution regarding EPA affluent regulations on local government.

Mr. Chavis expressed his pride in the Parks, Recreation, and Tourism department, as well as all of the hard work done by County staff.

Dr. Moore shared that a Youth Workforce Student, Thomas Chappell, will be working in his office for the next couple of weeks. He thanked staff for placing students with different businesses. Next, he stated that Lucas Allen, a recent graduate of Dinwiddie High School, will be a counselor at 4-H camp. In September, a Punt, Pass, and Kick event sponsored by the NFL will be held in Dinwiddie. This event is open to youth ages 6-13. Finally, Dr. Moore informed the Board that he will be participating in the Annual State Planning District Commission Meeting as chairman of the Crater Planning District Commission.

Ms. Ebron-Bonner spoke about the Dinwiddie Department of Social Services Open House, stating that it was a pleasure meeting staff and touring the facility. Next, she commented that recreation is important for all ages, the Tourism videos were great, and she is proud of the Parks, Recreation, and Tourism department staff. Ms. Ebron-Bonner said that in the midst of all of the negative current events, we should band together for positive solutions because all lives matter. Finally, she shared her work history in mental health and her wish that everyone would try to reach out and help those who need it.

11. CLOSED SESSION

At 4:37 PM, upon the motion of Mr. Lee, seconded by Mr. Chavis,

The Board convened into a closed meeting under:

- A. **§2.2-3711 (A) (1) Personnel:**
 - Appointments
 - Dinwiddie County Water Authority
 - Dinwiddie Airport and Industrial Authority
- B. **§2.2-3711 (A) (3) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body:**
 - Acquisition of specific land for economic development
- C. **§2.2-3711 (A) (5) Business and industry development:**
 - Prospective business and industry
- D. **§2.2-3711 (A) (7) Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel:**
 - Carson Fire Department Agreement

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner

NAYS: None

At 6:50 PM, upon motion of Mr. Lee, seconded by Mr. Chavis, the Board reconvened into open session.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner

NAYS: None

CERTIFICATION

Whereas, this Board convened in a closed meeting under section

- A. **§2.2-3711 (A) (1) Personnel:**
 - Appointments
 - Dinwiddie County Water Authority
 - Dinwiddie Airport and Industrial Authority
- B. **§2.2-3711 (A) (3) Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body:**
 - Acquisition of specific land for economic development
- C. **§2.2-3711 (A) (5) Business and industry development:**
 - Prospective business and industry
- D. **§2.2-3711 (A) (7) Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel:**
 - Carson Fire Department Agreement

And whereas, no member has made a statement that there was a departure from the lawful purpose of such closed meeting or of the matters identified in the motion discussed.

Now be it certified, that only those matters as were identified in the motion were heard, discussed or considered in the meeting.

Upon motion of Mr. Chavis, seconded by Dr. Moore, the Certification Resolution was adopted.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner

NAYS: None

12. YOUTH WORKFORCE DEVELOPMENT TEEN STAFFING PROGRAM RECOGNITIONS

Cierra Goode, Marketing and Youth Workforce Development Coordinator, recognized the following students and employers who participated in the Teen Staffing Program

<u>Student</u>	<u>Host Employer</u>
Ronald Wilson	Dinwiddie County’s Information Technology Department
Timea Crawley	Appomattox Regional Library
Lajoyous Boose	Dinwiddie County Parks, Recreation, and Tourism Department
Dion Luna	Carson Youth Empowerment Center
Brenda Johnson	Greenhouse Daycare Center
Colby Hall	Dinwiddie County Water Authority

13. PUBLIC HEARINGS:

A. CASE P-16-5, ROSLYN FARM CORPORATION REZONING REQUEST

Mark Bassett, Planning Director, presented the following to the Board for public hearing and approval.

MEMORANDUM

To: W. Kevin Massengill, County Administrator and Board of Supervisors

From: Mark Bassett, Planning Director

Date: July 5, 2016

Subject: July 19 Board of Supervisors Public Hearing for Rezoning, P-16-5

Please find the attached Planning Commission meeting summary materials for rezoning application, P-16-5. The applicant, Roslyn Farm Corporation, is requesting to rezone with proffers property containing approximately 5.50 +/- acres from M-2, Industrial General, to B-2, Business General with proffers. The subject property is located on the north side of Hofheimer Way (Route 775) approximately 300 feet east of the Route 1 and Hofheimer Way intersection. After the Planning Commission heard the rezoning request at their June 8 meeting, the Planning Commission unanimously recommended approval with proffers of the rezoning request to the Board of Supervisors by a vote of 6-0.

Planning Commission Meeting Report

File #:	P-16-5
Applicant:	Roslyn Farm Corporation
Rezoning Request:	Rezone from M-2, Industrial General, to B-2, Business General, with Proffers
Property Location:	North side of Hofheimer Way (Route 775) approximately 300 feet east of the Route 1 and Hofheimer Way intersection
Tax Map Parcel Info:	Portion of 21-7-5
Property Size:	Approximately 5.50 +/- acres
Magisterial District:	Rohoic District
Planning Commission Mtg.:	June 8, 2016
Board of Supervisors Mtg.:	July 19, 2016

CASE OVERVIEW

The applicant, Roslyn Farm Corporation, is requesting to rezone with proffers property containing approximately 5.50 +/- acres from M-2, Industrial General, to B-2, Business General. The B-2, Business General, zoning classification allows for certain commercial uses pursuant to the Zoning Ordinance allowed density. The property is located on the north side of Hofheimer Way (Route 775) approximately 300 feet east of the Route 1 and Hofheimer Way intersection, and is further defined as a portion of Tax Map Parcel No. 21-7-5. As indicated in the Dinwiddie County Comprehensive Land Use Plan, the subject property is located within the Urban Area, which allows limited commercial uses for this general area.

ATTACHMENTS

Rezoning Application, Location Map, Conceptual Development Plan, and Statement of Proffers

LAND USE/ZONING ANALYSIS

The properties in the immediate area surrounding the subject property include commercial land uses to the west and north along Route 1 and at both southern quadrants at the intersection of Hofheimer Way and Route 1, which property is zoned business/commercial. The portion of property located at the southeastern quadrant of the Hofheimer Way and Route 1 intersection is under site plan review by the Dinwiddie County Land development Committee (LDC) for a retail development. Northeast of the subject property is the Agri-Nutrients fertilizer plant, which is zoned industrial, and to the east is the driveway/entrance to the aforementioned fertilizer production facility and beyond that is vacant/open space property zoned industrial. To the south of the subject property across Hofheimer way is vacant/open space property zoned industrial, which is additional property owned by the applicant. The requested zoning, B-2, Business General, acts as a transitional Zoning District as the uses and zoning in the area transition from commercial uses to the existing industrial uses in this general area along Hofheimer Way.

In addition to the Zoning Ordinance requirements for development in the B-2 Business General, Zoning District, the applicant has proffered to limit the uses on the subject property to general retail and office uses, and hotels and motels; to limit the architectural materials used in constructing the building(s) on the property to the exterior finish of any building(s) shall be as follows: brick, vinyl and/or wood on the front; brick, vinyl, wood and/or stucco on the sides, and brick, vinyl, wood, stucco and/or metal on the rear. The exterior of any accessory building or structure shall be compatible in architectural style, material and

color with the principal building(s); and to maintain site lighting so as to not cast off onto the surrounding property or into the night sky.

The subject property is located within the Urban Area as defined by the Comprehensive Land Use Plan. This portion of the Urban Area indicates that limited commercial and industrial development is appropriate within this general area of the Route 1 and Hofheimer Way intersection. As such, the requested B-2, Business General, District with the proffered uses is compatible with the surrounding commercial and industrial zoning districts as defined in the Zoning Ordinance.

OVERVIEW OF IMPACTS

Public Safety, & Public Utilities Impacts

With the proposed rezoning to B-2, Business General with proffers which limit the permitted uses on the subject property the potential impact on public safety will be minimal with the rezoning of the subject property with the proposed building(s) having developed fire protections as required by the applicable Fire Code and Building Code. In addition as part of the rezoning, public utilities namely natural gas, public sanitary sewer and water are accessible along Hofheimer Way to serve the subject property and property in this general area.

Transportation Impacts

The impacts on the existing transportation network are minimal with the trips generated by the proposed use. The road system in this particular area, namely Route 1 and Hofheimer Way, is adequate to handle the employee and truck traffic generated by the proposed use. When the subject property is developed, all future transportation related improvements for access to the subject property will have to meet VDOT design and construction requirements and standards as part of the site plan review process.

PROFFER STATEMENT

The applicant did submit proffers as part of the rezoning request (see Attachments). The following proffer conditions address potential impacts and uses on the subject property.

Conditions

1. The uses on the Property shall be limited to general retail and office uses, except that the Property also may be used for hotels and motels. The Property will not be developed for the following uses: a discotheque, dance hall or night club; a massage parlor; or any establishment selling or exhibiting paraphernalia for use with illicit drugs; any establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction; and any adult bookstore, adult video store or adult movie theatre.
2. The exterior finish of any building(s) shall be as follows: brick, vinyl and/or wood on the front; brick, vinyl, wood and/or stucco on the sides, and brick, vinyl, wood, stucco and/or metal on the rear. The exterior of any accessory building or structure shall be compatible in architectural style, material and color with the principal building(s).
3. Except for the lighting inside building(s), any lighting installed on the Property shall be directed downward and inward to the site to avoid casting lighting on adjacent properties or into the night sky.

Staff Recommendation:

The planning staff has reviewed the rezoning request and is satisfied that the applicant has addressed the impacts of rezoning the subject property.

Staff recommends approval with proffers of the request to rezone the subject property to Business General, B-2, based on:

1. The zoning classification requested, B-2, Business General, with the proffers limiting the use of the property to the conditioned uses and additional proffer conditions is compatible with the surrounding zoning pattern.; and
2. The requested zoning classification with the proffered use limitation and additional proffer conditions conforms to the underlying uses outlined in the Urban Area in the Comprehensive Land Use Plan for this general area of the County.

PLANNING COMMISSION RECOMMENDATION

The following comments were made by the Planning Commission, Planning staff, and the applicant at the June 8, 2016 Planning Commission Public Hearing:

The Chairman asked the members if they had any questions for Mr. Bassett.

Dr. Prorise asked if the driveway to the Plant in the rear is a shared or private driveway.

Mr. Bassett said it is a private driveway entrance.

Mr. Tucker asked if the three driveway entrances were acceptable to VDOT.

Mr. Bassett said VDOT has approved the three driveways that are listed on the plans. They meet the VDOT minimum code standard.

Mr. Titmus asked are the lines behind his proposed building referencing sewer lines. He also asked if the applicant had any future plans to build in the space on the northwest side of his proposed building.

Mr. Bassett said the lines shown behind the site do reference proposed sewer lines. As to any future buildings he would defer to the applicant to answer that question.

The Chairman said if there are no more questions for Mr. Bassett would the applicant or his agent like to come forward and add anything at this time.

Mr. Robert Walker, President of Roslyn Farms Corporation, 9200 Fort Dushane Road, Dinwiddie VA said for clarification they will not get access to the private road leading to the plant behind his proposed development. He added that there are no plans to build in the empty space on the northwest side of the property. The two major reasons for that not happening is for one there is a lack of parking spaces that

would have to be provided and the second reason is the major fall off of land in that corner, which would make it economically unfeasible.

The Chairman asked the members if they had any questions for the applicant.

Mr. Titmus asked if the building we saw during Mr. Bassett's presentation will be the building constructed.

Mr. Walker said no it will not, but whatever we do will be similar to that building. I just can't promise you that exact design.

The Chairman asked the members if they had any more questions for the applicant. He said since there are none he was opening the public hearing portion of the case. He asked if anyone had signed up to speak and since there was no one he closed the public hearing portion of the case. He then asked the Commissioners if they had any more comments or questions.

Mr. Titmus said the only comment he has is the amount of building materials being used. What I mean by that is when you talk about the front can be brick, vinyl and or wood it says to me that at any point it could be any of those three or it can be limited to only one of those three. We have talked about overlay districts which would have specific building specifications, allowing us to not have to go through this process. Having them would let the person or business know what the building should look like. I do not want to hold off Mr. Walker until that overlay district is made, but I am concern about the number of building materials listed. I'm concern about what the new owner, if Mr. Walker was to sell the property, could build on the property.

Mr. Walker said he would voluntarily remove from condition number two (2) "wood" being a material to be used on the exterior face of the building.

The Chairman said if there are no more questions from the Commissioners he would entertain a motion.

Mr. Tucker made a motion and read the following: BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A) (7) it is stated that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice, I move that rezoning P-16-5 as presented be recommended for approval with modified proffers to the Board of Supervisors. It was seconded by Mr. Simmons and with Mr. Cunningham, Mr. Tucker, Mr. Hayes, Mr. Titmus (with reservation), Mr. Simmons and Dr. Prosisie voting "AYE" was approved to the Board of Supervisors.

BOARD ACTION

Since this is a zoning matter, the standard statement regarding Board action on this zoning matter must be read. In order to assist, staff prepared the following statement:

BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A) (7) it is stated that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice, I move that rezoning, P-16-5, as presented be (approved, approved with proffers, or disapproved) by the Board of Supervisors.

**DINWIDDIE COUNTY PLANNING & ZONING DEPARTMENT
LAND USE AMENDMENT APPLICATION**



Dinwiddie County
Planning Department
P. O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500 ext. 2117
(804) 469-5322 /fax

Rec'd 5-12-16 Case No.: P-16-5
Date Rec'd " Fee Amount: Enterprise Zone
Time Rec'd 11:00 a.m. Receipt No: _____
Pre-Application Conference Date: Multiple
This application has been amended: YES NO
Reviewed by: Mark Bassett

Information must be typed or printed and completed in full.
Attach additional pages where necessary.

1) LAND USE INFORMATION	
(Circle): BOS / PC / BZA	New/Renewal Previous/Renewed Case#: _____
Amend Previous Case: Y / N Land Use Taxation: Y / N	
Application Type: (Circle One): <input type="checkbox"/> Variance <input type="checkbox"/> Administrative Variance <input type="checkbox"/> Conditional Use Permit <input checked="" type="checkbox"/> Rezoning <input type="checkbox"/> Street Vacation <input type="checkbox"/> Special Exception <input type="checkbox"/> Amendment	
Description of Request: <u>Rezone Portion of Property that is currently zoned M-2 to B-2 zoning for office/retail development</u>	
Existing Zoning: <u>M-2/B-2</u>	Existing Acreage: <u>9.08</u>
Proposed Zoning: <u>B-2</u>	Proposed Acreage: <u>9.08 5.355 +/-</u>
	Total Acreage: <u>9.08 5.355 +/-</u>
Water (Circle One): Public	Well
Sewer (Circle One): Public	On-site Well and Septic
Attached: (circle): Miscellaneous Information/ Master Plan /Textual Statement/Proffered Conditions	
2) APPLICANT/AGENT INFORMATION	
Applicant(s): <u>Roslyn Farm Corporation</u> Home/Cell# _____	
Address: <u>P.O. Box 727 Colonial Heights, Virginia 23834</u> Work# <u>804.526.0820</u>	
Agent(s): _____ Home/Cell# _____	
Address: _____ Work# _____	
<input checked="" type="checkbox"/> Property Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Other: _____	
3) PROPERTY OWNER INFORMATION	
Property Owner's Name and address (see note on last page): <u>Roslyn Farm Corporation</u> <u>P.O. Box 727, Colonial Heights, VA 23834</u> Contact# <u>804.526.0820</u>	
Property Owner's Mailing Address (If this address is different from that listed in the Assessor's Office.): _____ _____	
Property Tax Parcel Number: 21-7-5	Phone# _____

4.) SUBJECT PARCEL INFORMATION

General Location of Project: North side of Hofheimer Way Near Route 1

Tax Map # 21-7-5 (a part of)
Subdivision Name: _____
Section: _____ Block _____
Address: _____
Zoning: _____ Acreage 9.08
Existing Use: B-2/M-2
Conditions: _____

Tax Map # _____
Subdivision Name: _____
Section: _____ Block _____
Address: _____
Zoning: _____ Acreage: _____
Existing Use: _____
Conditions: _____

Tax Map # _____
Subdivision Name: _____
Section: _____ Block _____
Address: _____
Zoning: _____ Acreage _____
Existing Use: _____
Conditions: _____

Tax Map # _____
Subdivision Name: _____
Section: _____ Block _____
Address: _____
Zoning: _____ Acreage: _____
Existing Use: _____
Conditions: _____

1. Explain fully the proposed use, type of development, operation program, reason for this request, etc.:

Office/Retail park development with multi-tenant buildings and parking for general business/office use.

2. State how this request will not be materially detrimental to adjacent property, the surrounding neighborhood or county in general. Include, where applicable, information concerning: Use of public utilities; effect of request on public schools; effect on traffic, to include means of access to nearest public road; effect on existing and future area development; etc.:

Surrounding properties are area and regional businesses.

Assessable public utilities available along Hofheimer Way

No effect on public schools due to business zoning.

Hofheimer Way was constructed for Industrial and Business use. Minimal effect on traffic.

Increase tax base and improve availability of businesses locating within Dinwiddie County.

3. List case numbers and explain any existing use permit, special exception, conditional use or variance previously granted on the parcels in question:

None currently available.

4. If requesting a variance or special exception, explain the unique physical hardship or extraordinary situation that is justification for the request:

N/A

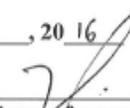
5. Complete names and address (including Zip codes) of all owners adjacent, across the road or highway from the property and across any railroad right-of-way, creek, river, from such property must be obtained by the applicant from the Commissioner of the Revenue, Pamplin Administration Building. If such property lies in another county or city, the respective jurisdiction will provide this information to the applicant. Applications with incomplete parcel information will not be accepted.

Property Owner Name	Property Owner <u>Mailing Address</u>	Tax Parcel #
Agri-Nutrients Associates, LLC	23011 Airpark Drive Petersburg, Virginia 23803	21-7-5A
CJBRNM, LLC	25101 Hofheimer Way, Petersburg, Virginia 23803	21-7-4A
Roslyn Farm Corporation	P.O. Box 727 Colonial Heights, Virginia 23834	21-7-4, 21-7-5B

6. The required fee must accompany this application. A fee schedule is available from the Planning Department, 14016 Boynton Plank Road, Pamplin Administration Building, Dinwiddie Virginia. Checks must be made payable to: "Treasurer, County of Dinwiddie".
7. Enclosed with the application, a copy of the appropriate county tax map with the property marked (provided at pre-application conference) and, if available, a surveyed plat of the entire parcel.
8. Enclose with this application any required plans or plats (plans must be folded).
9. I/We hereby certify that to the best of my/our knowledge all the above statements and the statements contained in any exhibits transmitted are true and that the adjacent property owners listed herewith are the owners of record as of the date of the application:

Date: MAY 11, 20 16

SIGNATURE OF AGENT*


 (Name of person other than, but acting for, the property owner and responsible for this application.)

AGENT'S NAME


 (Typed or printed)

SIGNATURE OF APPLICANT**

(Same name as used in Item 2, Page 1)

APPLICANT'S NAME

NICHOLAS G. WALKER
 (Typed or printed)

I authorize you, the merchant, to initiate an electronic debit to my account for the amount rendered on this check plus the legal limit returned check fee if the item is dishonored. The use of a check for payment is my acceptance of this policy. Signature _____

Notes: Incomplete application will not be accepted. Any request that requires plans must be accompanied by those plans at the time submission of the application.

*Agent must file power of attorney from the property owner(s) giving the agent authority to submit this application.

** If the applicant is not the owner of the property, the applicant must file power of attorney from the property owner(s) giving the applicant authority to submit this application.

Part of Tax Parcel No. 21-7-5

PROFFERS

THESE PROFFERS are made this 8th day of July, 2016, by ROSLYN FARM CORPORATION, a Virginia corporation, together with its successors and assigns, (the "Owner").

RECITALS

A. The Owner owns that certain parcel of land located in Dinwiddie County, Virginia (the County), lying on the north side of Hofheimer Way 0.052 mile east of the intersection of Hofheimer Way and Route 1, being a part of Tax Parcel No. 21-7-5 and shown on that certain plat by Timmons Group, dated March 10, 2016 and titled "Ritchie Industrial Park Plat showing 5.355 acres to be rezoned from M-2 to B-2" (the "Property"). A copy of the plat is attached hereto and made a part hereof.

- B. The Property is in the Urban Area on the County's Comprehensive Plan and an application has been made to rezone the Property from Industrial, General, M-2, to Business, General, B-2, with proffers.
- C. The Owner desires to offer to the County certain conditions on the development of the Property not generally applicable to land zoned Business, General, B-2.

CONDITIONS

NOW, THEREFORE, for and in consideration of the approval of the requested rezoning, and pursuant to Section 15.2-2298 of the Code of Virginia, 1950, as amended, and the County Zoning Ordinance, the Owner agrees that, if the requested rezoning is granted by the County, the Owner shall meet and comply with all of the following conditions in developing the Property:

- 1. The uses on the Property shall be limited to general retail and office uses, except that the Property also may be used for hotels and motels. The property will not be developed for the following uses: a discotheque, dance hall or night club; a massage parlor; any establishment selling or exhibiting paraphernalia for use with illicit drugs; any establishment selling or exhibiting materials or devices which are adjudicated to be pornographic by a court of competent jurisdiction; and any adult bookstore, adult video store or adult movie theater.
- 2. The exterior finish of any building(s) shall be as follows; brick, vinyl on the front; brick, vinyl, and/or stucco on the sides; and brick, vinyl, stucco and/or metal on the rear. The exterior of any accessory building or structure shall be compatible in architectural style, material and color with the principal building(s).
- 3. Except for the lighting inside building(s), any lighting installed on the Property shall be directed downward and inward to the site to avoid casting lighting on adjacent properties or into the night sky.

WITNESS the following signature:

Roslyn Farm Corporation

By


Robert C. Walker
President

COMMONWEALTH OF VIRGINIA

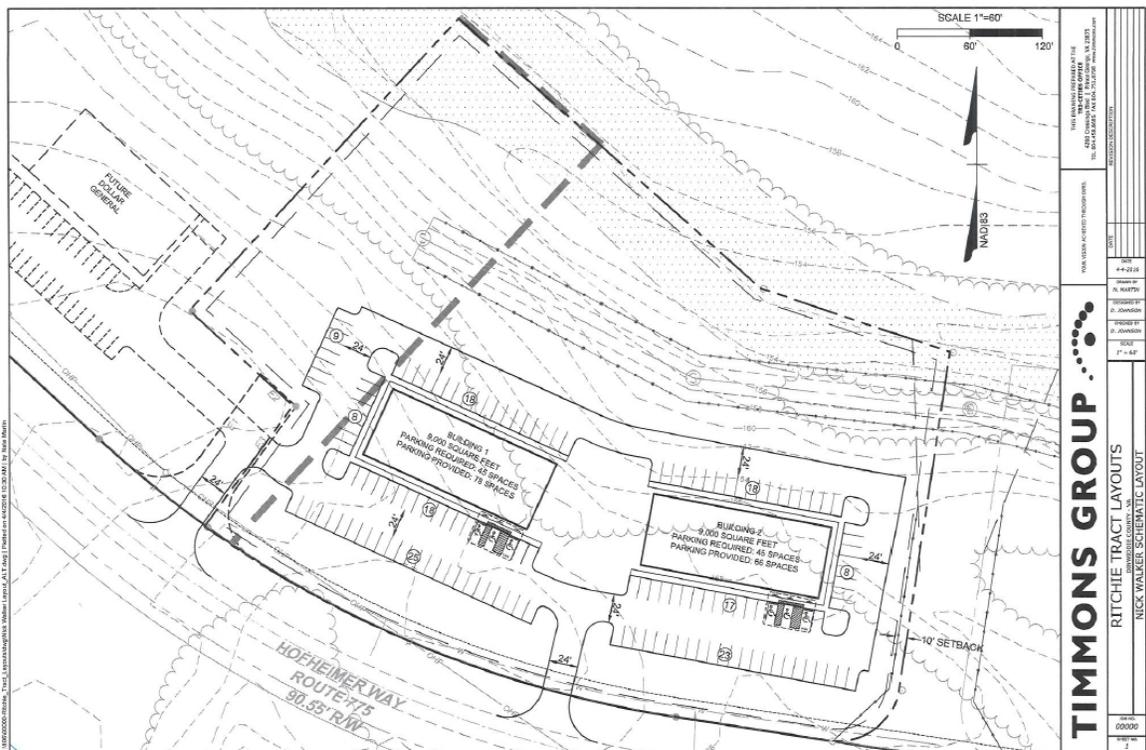
CITY OF COLONIAL HEIGHTS, to-wit:

The foregoing instrument was acknowledged before me this 8 day of July, 2016, by Robert C. Walker, President of Roslyn Farm Corporation, a Virginia corporation, on behalf of the corporation.




Robin Stell Morgan
Notary Public

My commission expires:
February 28, 2018



Mr. Nick Walker spoke about the quality of the proposed building.

Mr. Moody asked if they are still marketing the property across the street as industrial. Mr. Walker said yes.

Mr. Moody commented that the road is an industrial access road, and asked if there are any conditions as to what can be built on that road. Mr. Massengill stated that a qualifying industry had to locate on the road within a certain number of years and Gerdaу satisfied that requirement.

Mr. Moody shared his mixed feelings on the issue due to the existing industrial businesses located in that proximity as well as the property across the street being marketed as industrial. He stated that he has a concern with mixed uses on Hoffheimer Way. He informed the Board that they denied multi-family housing to come in because of the industrial nature of that road.

Mr. Lee asked if there has been a traffic study on Hoffheimer Way.

Mr. Basset replied no, the traffic count was not an issue that came up with VDOT.

Mr. Moody stated that there are a large number of trucks travelling through there.

Mr. Lee said visibility should be good, and Mr. Bassett agreed.

Mr. Lee inquired about parking. Mr. Walker replied that requirements will be met.

Dr. Moore said if the property had not been divided, it would be easier to develop as industrial. Since the division and road frontage, the property is more amenable for some sort of office space to be there.

Ms. Ebron Bonner opened the public hearing portion for this item.

As there was no one signed up to speak, Ms. Ebron-Bonner closed the public hearing portion of the meeting.

Upon motion of Dr. Moore, seconded by Mr. Chavis,

BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A) (7) it is stated that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice, I move that rezoning, P-16-5, as presented be approved with proffers by the Board of Supervisors.

AYES: Mr. Lee, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner
NAYS: Mr. Moody

B. CASE C-16-2, DENNIS HARRUP, III CONDITIONAL USE PERMIT REQUEST

Jaime Sherry, Zoning Administrator, presented the following to the Board for public hearing and approval.

MEMORANDUM

To: W. Kevin Massengill, County Administrator and Board of Supervisors
From: Jamie Sherry, Principal Planner/Zoning Administrator
Date: July 11, 2016
Subject: July 19 Board of Supervisors Public Hearing for Conditional Use Permit, C-16-2

Please find the attached Planning Commission meeting summary materials for conditional use permit application, C-16-2. The applicant, Dennis Harrup, is seeking a conditional use permit to construct and operate a private airstrip on the property located at 19008 Depot Road, McKenney, VA. The subject property contains approximately 50 acres; however, the applicant also owns the parcel to north and the parcel to the south of the subject property. In total, he owns approximately 180 contiguous acres. The property is zoned A-2, Agricultural General, which allows this use upon receiving a conditional use permit. After the Planning Commission heard the conditional use permit request at their June 8 meeting, the Planning Commission unanimously recommended approval of the permit with conditions to the Board of Supervisors by a vote of 6-0.

Planning Commission Meeting Report

File #:	C-16-2
Applicant:	Dennis Harrup III
CUP Request:	To construct and operate a private airstrip
Property Location:	19008 Depot Road, McKenney, VA
Tax Map Parcel #:	67-28
Property Size: approx.	50 acres
Current Zoning:	Agricultural, General, A-2
Magisterial District:	Sapony
Planning Commission Mtg.:	June 8, 2016
Board of Supervisors Mtg.:	July 19, 2016

CASE OVERVIEW

The applicant, Dennis Harrup, is seeking a conditional use permit to construct and operate a private airstrip on his property. The property is located at 19008 Depot Road, McKenney, VA and is further designated as Tax Map No. 67-28. The subject property contains approximately 50 acres; however, the applicant also owns the parcel to north and the parcel to the south of the subject property. In total, he owns approximately 180 contiguous acres. The property is zoned A-2, Agricultural General, which allows this use upon receiving a conditional use permit. The County's Comprehensive Land Use Plan places this property within the Rural Conservation Area which is expected to develop as low density residential, agricultural, and natural conservations areas.

ATTACHMENTS

- CUP Application
- Location Map and Proposed Airstrip Location Map
- Property Photographs

LAND USE/ZONING ANALYSIS

All adjacent properties are zoned Agricultural, General, A-2. The applicant owns the parcels to north and to the south, which are currently vacant. With the exception of Lew Jones Village, a residential subdivision zoned Residential, limited, R-1, located at the corner of Depot Road and Lew Jones Road, most of the surrounding properties are large properties that consist of single-family dwellings, farmland and forestal land uses. The proposed airstrip will be located on Tax Map Parcel 67-28, running east to west between the house and the pond (see attached picture).

Section 22-71, Permitted Uses, (17) allows for airports with a conditional use permit. As designated by the Comprehensive Land Use Plan, the subject property is within the Rural Conservation Area. As such, the Comprehensive Plan states that this general area is expected to develop as low density residential, agricultural, and natural conservations areas.

OVERVIEW OF IMPACTS

The applicant is required to register the airstrip with the Federal Aviation Administration (FAA) and the Virginia Department of Aviation (VDA) prior to constructing the airstrip. The state application requires documentation of local government approval of the proposed facility. This conditional use permit would act as local approval. Through the state and federal processes, the applicant will be required to submit the

particulars of the airstrip, but there is no state or federal minimum requirement for airstrip length, width or setback from a property line or a road.

Discussion with Dinwiddie County Airport staff indicates the airstrip will not impact airport operations. In addition, the Virginia Department of Transportation (VDOT) indicated there would be no impacts on traffic and will not require the airstrip to be setback off the road. The airstrip is more than five miles away from both the Dinwiddie County Airport (approximately 15 miles) and the Fort Pickett landing field (approximately 10 miles), so a state license is not required.

Public Utilities, School System, & Public Safety Impacts

The existing utilities are handled on-site and there is no expected impact to the school system, as related to the airstrip. Along with the FAA and VDA regulations, any public safety or community issues related with the proposed use are minimized by the proposed conditions associated with this permit.

Transportation Impacts

VDOT has reviewed the request and there do not appear to be any impacts on the transportation network. The airstrip is for personal use only and would not generate any additional traffic.

SITE AND USE ANALYSIS

Staff feels that the request to construct and operate a private airstrip on the subject property is an appropriate use of the property, and given the configuration of the surrounding land uses and given the surrounding zoning pattern the use is appropriately located.

Planning Staff Recommendation:

Planning staff reviewed the request for the conditional use permit and is satisfied that the impacts of constructing and operating a private airstrip on the subject property will be minimized based on adherence to the proposed conditions.

Staff's recommendation of APPROVAL of the conditional use permit to allow for the construction and operation of a private airstrip is subject to the following conditions:

C-16-2 Conditions:

1. The airstrip shall be used for personal use only and commercial activities shall not be permitted on the subject property in conjunction with the airstrip;
2. No lighting of the airstrip shall be permitted and landing and takeoffs shall be limited to daylight hours only;
3. Approval and registration with the Federal Aviation Administration and the Virginia Department of Aviation, and approval from the Dinwiddie Airport shall be required and must be kept current;
4. All maintenance, repair, and mechanical work, except that of an emergency nature, shall be performed in an enclosed building and there shall be no outside storage of airplane parts or inoperable planes;
5. Any airplane fuel stored on the property shall not be within seventy-five (75) feet of any property line and must meet any state or federal regulations for such storage;
6. No more than twenty (20) takeoffs and landings shall be allowed per month; and
7. Any hanger constructed on the property shall be located not less than seventy-five (75) feet to any property line.

PLANNING COMMISSION RECOMMENDATION

The following comments were made by the Planning Commission, Planning staff, and the applicant at the June 8, 2016 Planning Commission Public Hearing:

The Chairman asked the members if they had any questions for Mrs. Sherry.

Mr. Tucker asked if there are any houses to the east of the proposed flight path.

Mrs. Sherry said there are residential houses to the east of the proposed flight path, but none seem to be in the flight path.

The Chairman said if there are no more questions for Mrs. Sherry would the applicant or his agent like to come forward and add anything at this time.

Mr. Dennis Harrup, the applicant, who lives at 8131 Seaview Drive, Chesterfield VA 23838 said he is an airline pilot and longtime operator of an aviation business in Dinwiddie County. I learned to fly in Dinwiddie County in 1986 as a teenager and I have been incorporated in Dinwiddie County since 1991. My schedule of flying for Fed-Ex keeps me away for many days and this landing strip will allow me to be home for more hours and days during the month. I can fly from my home to my job saving 4-6 nights more a month to be with my family.

The Chairman asked the members if they had any questions for the applicant.

Mr. Hayes said with the prevailing winds coming from the southwest will that cause you come in about 200 or 300 feet over any homes that would be in that area?

Mr. Harrup said you would be right but as long as it's not over ten knots I will be landing in the east and taking off to the west. This would limit any over flight of homes.

Mr. Hayes asked if he had an opportunity to talk to any of the homeowners in the area.

Mr. Harrup said he has not. I have been out of the state for at least 3 months.

Mr. Cunningham asked if any fuel will be stored on this site.

Mr. Harrup said there will be no fuel stored on the site. If there was going to be any fuel storage it would be no more than what a farmer has in his pickup truck. The plane will be the only entity that has fuel.

The Chairman asked the members if they had any more questions for the applicant. He said since there are none he was opening the public hearing portion of the case.

Carol Jones at 19121 Depot Road, McKenney VA said she was concerned about the plane flying over her home, but that question was addressed. She also asked where the plane would be stored on the property. She concluded by asking if there was going to be frequent flying happening.

Mrs. Harrup said the plane will be stored at the rear of his property under a lean-to which will be added to his existing shed. He also said there will be no frequent flying.

Pearl Bland at 17806 Depot Road, McKenney VA said she wanted to know why Mr. Harrup didn't come through the neighborhood to let the citizens in the area know what he was proposing. She also wanted to know if this personal flying would become a business in the future.

Mr. Harrup restated that he has been traveling a lot and he will visit the citizens in that area as soon as he gets settled in his new position as Captain. He also said that he has no intentions of starting a flying business on his property. This request, he said, is only being made so that he can have more time at home with his family.

The Chairman said if there is no one else signed up to speak he was closing the public hearing portion of the case. He asked the Commissioners if they had any more questions.

Mr. Cunningham asked Mrs. Sherry to come forward and go over the conditions so that all citizen present will clearly understand what Mr. Harrup can do under this CUP request.

Mrs. Sherry came forward and explained again what each condition was and how each condition affects what Mr. Harrup is doing and what he may want to do in the future.

The Chairman said if there are no more questions from the Commissioners he would entertain a motion.

Mr. Cunningham made a motion and read the following: BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A) (7) it is stated that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice, I move that conditional use permit, C-16-2, as presented for a private airstrip be recommended for approval with conditions to the Board of Supervisors. It was seconded by Mr. Tucker and with Mr. Cunningham, Mr. Tucker, Mr. Hayes, Mr. Titmus, Mr. Simmons and Dr. Prosisie voting "AYE" the CUP was approved to the Board of Supervisors.

BOARD ACTION

Since this is a zoning matter, the standard statement regarding Board action on this zoning matter must be read. In order to assist, staff prepared the following statement:

BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A) (7) it is stated that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice, I move that conditional use permit, C-16-2, as presented for a private airstrip be recommended for (approval, approval with conditions, OR disapproval) to the Board of Supervisors.

paid 3-30-16 credit card payment JAS

**DINWIDDIE COUNTY PLANNING & ZONING DEPARTMENT
LAND USE AMENDMENT APPLICATION**



Dinwiddie County
Planning Department
P. O. Drawer 70
Dinwiddie, Virginia 23841
(804) 469-4500 ext. 2117
(804) 469-5322 /fax

Rec'd 3/30/16 Case No.: C-16-2
Date Rec'd 3/30/16 Fee Amount: \$1500.00
Time Rec'd NOON Receipt No: 20737
Pre-Application Conference Date: 3-30-16
This application has been amended: YES NO
Reviewed by: [Signature]

*Information must be typed or printed and completed in full.
Attach additional pages where necessary.*

1) LAND USE INFORMATION	
(Circle): <u>BOS</u> <u>PC</u> / BZA	New/Renewal Previous/Renewed Case#: _____
Amend Previous Case: Y / N Land Use Taxation: Y / N	
Application Type: (Circle One): <input type="checkbox"/> Variance <input type="checkbox"/> Administrative Variance <input checked="" type="checkbox"/> Conditional Use Permit <input type="checkbox"/> Rezoning <input type="checkbox"/> Street Vacation <input type="checkbox"/> Special Exception <input type="checkbox"/> Amendment	
Description of Request: Permit for private airstrip _____	
Existing Zoning: <u>AG</u>	Existing Acreage: <u>50.0</u>
Proposed Zoning: _____	Proposed Acreage: _____
Total Acreage: _____	
Water (Circle One): Public <u>Well</u>	
Sewer (Circle One): Public <u>On-site Well and Septic</u>	
Attached: (circle): Miscellaneous Information/Master Plan/Textual Statement/Proffered Conditions	
2) APPLICANT/AGENT INFORMATION	
Applicant(s): <u>Dennis Harrup III</u> Home/Cell# <u>804-514-6101</u>	
Address: <u>8131 Seaview Dr Chesterfield VA 23838</u>	
Work# <u>804 861 9915</u>	
Agent(s): _____ Home/Cell# _____	
Address: _____ Work# _____	
<input checked="" type="checkbox"/> Property Owner <input type="checkbox"/> Contract Purchaser <input type="checkbox"/> Other: _____	
3) PROPERTY OWNER INFORMATION	
Property Owner's Name and address (see note on last page): <u>Harrup Real Estate LLC</u>	Property Owner's Mailing Address (If this address is different from that listed in Assessor's Office.): _____
Contact# <u>804-514-6101</u>	_____
Property Tax Parcel Number: <u>67-28</u>	Phone# _____
4.) SUBJECT PARCEL INFORMATION	
General Location of Project: <u>19008 Depot Rd McKenney VA</u>	

Tax Map # 67-28
 Subdivision Name: NA
 Section: Block
 Address: _____
 Zoning: _____ Acreage 50.0
 Existing Use: _____
 Conditions: _____

Tax Map # _____
 Subdivision Name: _____
 Section: Block
 Address: _____
 Zoning: _____ Acreage: _____
 Existing Use: _____
 Conditions: _____

Tax Map # _____
 Subdivision Name: _____
 Section: Block
 Address: _____
 Zoning: _____ Acreage _____
 Existing Use: _____
 Conditions: _____

Tax Map # _____
 Subdivision Name: _____
 Section: Block
 Address: _____
 Zoning: _____ Acreage: _____
 Existing Use: _____
 Conditions: _____

1. Explain fully the proposed use, type of development, operation program, reason for this request, etc.:

I am an airline pilot and long operator of an aviation business in Dinwiddie County. I learned to fly here in 1986 as a teenager and have been incorporated here since 1991. My schedule keeps me away for many days and this landing strip will allow me to be home for more hours/days during the month as I can fly from my home to my job saving 4-6 nights more a month with my family.

2. State how this request will not be materially detrimental to adjacent property, the surrounding neighborhood or county in general. Include, where applicable, information concerning: Use of public utilities; effect of request on public schools; effect on traffic, to include means of access to nearest public road; effect on existing and future area development; etc.:

This property is in the flight path final approach course of the Dinwiddie County Airport, so low flying planes are common around it. I would also be very limited in its amount of use. Less than 20 takeoffs per month.

3. List case numbers and explain any existing use permit, special exception, conditional use or variance previously granted on the parcels in question:

There are many farms with private airstrips in the county and surrounding counties including Chesterfield and Blackstone

4. If requesting a variance or special exception, explain the unique physical hardship or extraordinary situation that is justification for the request:

5. Complete names and address (including Zip codes) of all owners adjacent, across the road or highway from the property and across any railroad right-of-way, creek, river, from such property must be obtained by the applicant from the Commissioner of the Revenue, Pamplin Administration Building. If such property lies in another county or city, the respective jurisdiction will provide this information to the applicant. Applications with incomplete parcel information will not be accepted.

6. The required fee must accompany this application. A fee schedule is available from the Planning Department, 14016 Boydton Plank Road, Pamplin Administration Building, Dinwiddie Virginia. Checks must be made payable to: "Treasurer, County of Dinwiddie".
7. Enclosed with the application, a copy of the appropriate county tax map with the property marked (provided at pre-application conference) and, if available, a surveyed plat of the entire parcel.
8. Enclose with this application any required plans or plats (plans must be folded).
9. I/We hereby certify that to the best of my/our knowledge all the above statements and the statements contained in any exhibits transmitted are true and that the adjacent property owners listed herewith are the owners of record as of the date of the application:

Date: March 30, 2016

SIGNATURE OF AGENT*

(Name of person other than, but acting for, the property owner and responsible for this application.)

AGENT'S NAME

(Typed or printed)

SIGNATURE OF APPLICANT**

(Same name as used in Item 2, Page 1)

APPLICANT'S NAME Dennis Harrup III

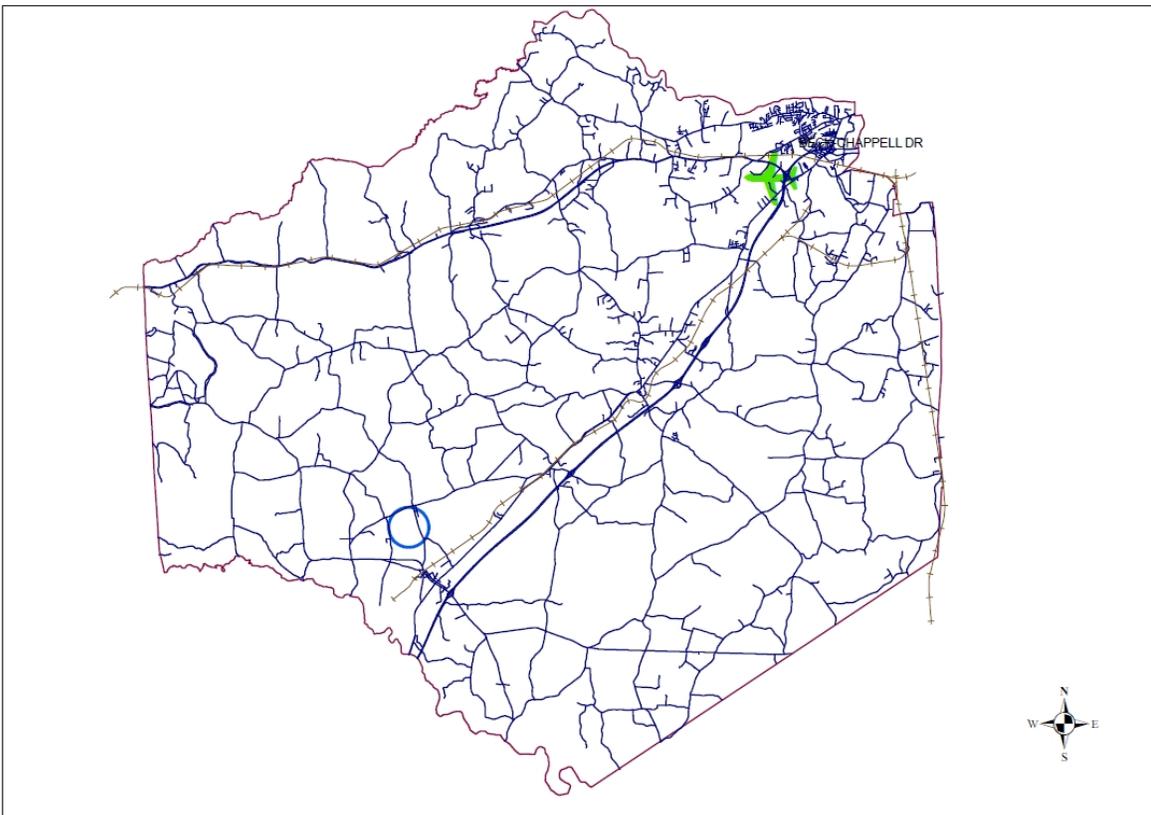
(Typed or printed)

I authorize you, the merchant, to initiate an electronic debit to my account for the amount rendered on this check plus the legal limit returned check fee if the item is dishonored. The use of a check for payment is my acceptance of this policy. Signature _____

Notes: Incomplete application will not be accepted. Any request that requires plans must be accompanied by those plans at the time submission of the application.

*Agent must file power of attorney from the property owner(s) giving the agent authority to submit this application.

** If the applicant is not the owner of the property, the applicant must file power of attorney from the property owner(s) giving the applicant authority to submit this application.



Location Map

C-16-2 Dennis Harrup proposed Airstrip



C-16-2 Dennis Harrup proposed Private Airstrip

— Approximate Airstrip Location
— Subject Property



C-16-2 – Dennis Harrup for a Private Airstrip



C-16-2 – Dennis Harrup for a Private Airstrip



C-16-2 – Dennis Harrup for a Private Airstrip



C-16-2 – Dennis Harrup for a Private Airstrip

Mr. Harrup spoke reiterating his intentions for the airstrip.

Dr. Prosis, Chairman of the Planning Commission, spoke in favor of the conditional use permit.

Ms. Ebron-Bonner opened the public hearing on this topic.

As no one was signed up to speak, Ms. Ebron-Bonner closed the public hearing.

Upon motion of Mr. Lee, seconded by Mr. Moody,

BE IT RESOLVED, that in order to assure compliance with Virginia Code Section 15.2-2286(A) (7) it is stated that the public purpose for which this Resolution is initiated is to fulfill the requirements of public necessity, convenience, general welfare and good zoning practice, I move that conditional use permit, C-16-2, as presented for a private airstrip be recommended for approval with conditions by the Board of Supervisors.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner
NAYS: None

C. PROPOSED AMENDMENT OF CHAPTER 19, TAXATION, ARTICLE XII, MEALS TAX, SECTION 19-134, PAYMENT AND COLLECTION OF DEBT

Mr. Southall presented the following to the Board for public hearing and approval.

To: Board of Supervisors
CC: Jennifer C. Perkins, Treasurer
Lori K. Stevens, Commissioner of the Revenue
W. Kevin Massengill, County Administrator
Anne Howerton, Deputy County Administrator
From: Tyler Southall, County Attorney
Date: July 14, 2016
Subject: Meals Tax Ordinance Revision

Background: On September 16, 2014, Section 19-134 of the Dinwiddie County Code, which governs the payment and collection of the meals tax, was amended. It was hoped at that time that the changes would streamline the process for calculating late meals tax payments. Unfortunately, in practice this hope has not fully materialized. As a result, the Treasurer and the Commissioner of the Revenue have requested the attached changes.

Under the 2014 ordinance, a penalty of ten percent is assessed on late payments and filings with an additional five percent penalty applied for each additional 30 days that the payment or filing is late with a maximum penalty of 25%. Pursuant to the current Section 19-134, the Commissioner is technically responsible for administering these penalties.

With the proposed ordinance the Treasurer would become responsible for adding the penalty for the late payments of 25% as outlined in the 2014 ordinance, and the Commissioner of the Revenue would be responsible for assessing an additional ten percent penalty for late filers.

Although the new language cannot eliminate all of the administrative difficulties that arise in addressing late payments and filings, the intent is to more clearly define the roles of the Commissioner and Treasurer to allow for more efficient administration of the Code section.

The two different penalties to be administered by the Treasurer and the Commissioner are enabled by Virginia Code Section 58.1-3916.

All of the foregoing was discussed with the Board of Supervisors in May, and staff was directed to proceed with advertising the ordinance.

Requested Action: If the Board is desirous, after a public hearing is held, the Board may adopt the proposed ordinance.

**AN ORDINANCE TO AMEND
THE CODE OF THE COUNTY OF DINWIDDIE, 1985, AS AMENDED
BY AMENDING SECTION 19-134. PAYMENT AND COLLECTION OF TAX
CHAPTER 19, TAXATION
ARTICLE XII. MEALS TAX**

BE IT ORDAINED by the Board of Supervisors of Dinwiddie County, Virginia:

(1) That the Code of the County of Dinwiddie, 1985, as amended, is amended and re-enacted by inserting the following language shown underlined and deleting the following language shown in strikethrough:

Sec. 19-134. - Payment and collection of tax.

(a) Every seller of food with respect to which a tax is levied under this article shall collect the amount of tax imposed under this article from the purchaser on whom the same is levied at the time payment for such food becomes due and payable, whether payment is to be made in cash or on credit by means of a credit card or otherwise. The amount of tax owed by the purchaser shall be added to the cost of the food by the seller who shall remit the taxes collected to the county in accordance with [section 19-135](#). Taxes collected by the seller shall be held in trust by the seller for the benefit of the county until remitted to the county.

(b) If any person, whose duty it is so to do, shall fail to file a report or refuse to remit the tax required to be collected and paid under this article, within the time and in the amount specified in this article, there shall be added to such tax by the ~~commissioner of revenue~~ treasurer a penalty in the amount of ten percent, if the failure is for not more than 30 days, with an additional five percent for each additional 30 days or fraction thereof during which the failure continues, not to exceed 25 percent in the aggregate, with a minimum penalty of \$10.00, but in no event shall the penalty exceed the amount of the tax assessable. In addition, interest at the rate of ten percent per annum may be computed and collected upon the taxes and penalty by the treasurer beginning from the date such taxes were due and payable.

(c) If any person, whose duty it is to do so, shall fail to file a report required to be filed under this article within the time specified in this article, there shall be added to such tax by the commissioner of the revenue a penalty in the amount of ten percent with a minimum penalty of \$10.00.

(Ord. of 10-7-92; Ord. of 12-7-94; Ord. of 9-16-14 [A-14-3], § 1; Ord. of 7-19-2016)

(2) That this ordinance shall take effect immediately.

Ms. Ebron-Bonner opened the public hearing on this topic.

As no one was signed up to speak, Ms. Ebron-Bonner closed the public hearing.

Upon motion of Mr. Lee, seconded by Mr. Moody, the proposed ordinance was adopted as presented.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner

NAYS: None

14. OLD/NEW BUSINESS

A. CARSON FIRE DEPARTMENT AGREEMENT

Mr. Southall presented the following for the Board’s approval.

**COOPERATIVE AGREEMENT
BETWEEN PRINCE GEORGE COUNTY AND DINWIDDIE COUNTY
TO PROVIDE FIRE PROTECTION AND EMERGENCY MEDICAL SERVICES TO
DINWIDDIE COUNTY**

This AGREEMENT made and entered into this ____ day of _____, 2016 by and between the COUNTY OF PRINCE GEORGE, VIRGINIA, a political subdivision of the Commonwealth of Virginia, (“Prince George”), and the COUNTY OF DINWIDDIE, VIRGINIA a political subdivision of the Commonwealth of Virginia, (“Dinwiddie”) provides as follows:

WHEREAS, Prince George owns a fire station and related equipment in Carson, Virginia and fire and emergency medical services are provided from that station by Carson Volunteer Fire Department, Company 3, an unincorporated organization formed pursuant to §§ 27-8 et. seq., Code of Virginia, 1950, as amended, and;

WHEREAS, for a number of years, Dinwiddie has provided financial support to Prince George to defray a portion of the operating expenses of Company 3 in exchange for Company 3 responding to incidents in Dinwiddie; and

WHEREAS, Prince George has recently built a new fire station in Carson for use by Company 3 and Dinwiddie has agreed to pay to Prince George a one-time capital payment to offset some of the capital costs of the new fire station in Carson in an amount that approximates the percentage of calls responded to by Company 3 from Carson into Dinwiddie; and

WHEREAS, Section 27-3 of the Code of Virginia, 1950, as amended, authorizes local governments to establish and carry into effect plans to provide mutual firefighting aid; and

WHEREAS, Prince George and Dinwiddie desire to jointly exercise powers under §§ 27-2 through 27-4, Code of Virginia, 1950, as amended, in order to maximize the efficient delivery of emergency services to Dinwiddie by providing for an automatic response into Dinwiddie with the closest units from Company 3 that are located in Carson; and

WHEREAS, this cooperative Agreement is entered into in furtherance of the policies set forth in § 15.2-3209(5), Code of Virginia, 1950, as amended, and shall be without prejudice to either party for the purposes of Section 15.2-3209(5).

WITNESSETH:

NOW THEREFORE, that for and in consideration of the mutual benefits to be derived by both Prince George and Dinwiddie, the parties hereto covenant and agree as follows:

1. Dinwiddie will make a "one-time" capital contribution of \$250,000 no later than July 1, 2016 to Prince George to be used to fund a portion of the capital cost of the new Carson Fire Station Building. Such payment generally reflects the historical percentage of responses by Company 3 at Carson responding to calls within Dinwiddie in comparison to the total number of calls.
2. Prince George's coordinated fire and emergency medical services system, using Company 3 personnel and Prince George's equipment from Carson Fire Station, will provide automatic "first response" for all fires and other emergencies such as "hazmat" incidents or natural disasters and related incidents which may not be emergencies which occur in such areas of Dinwiddie County as are reasonably designated by the Dinwiddie fire response plan for response by the Carson Fire Station and will provide other responses in Dinwiddie County in a manner as agreed upon between the two Fire/EMS agencies. All personnel, operating or capital costs related to each individual response shall be borne by Prince George. Such services shall be provided for 15 years from the date of this Agreement in consideration of the aforementioned "one time" \$250,000 capital contribution and the ongoing annual contribution described in Section 9. After 15 years, this Agreement may be renewed, subject to the mutual agreement of Prince George and Dinwiddie.
3. Prince George shall respond to such emergencies or events on an "as needed" basis. Any such Prince George response shall be limited by the on-site capabilities of Company 3 at the time of notification to the County of the response need.
4. Equipment resources at Carson shall at a minimum include a Class A pumper, tanker, brush truck and command vehicle.
5. Dinwiddie shall not be liable to Prince George for any personal injury or death to emergency services personnel or any loss or damage to equipment resulting from the performance of any services under this Agreement, whether such loss, damage, injury or death occurs within or without the jurisdictional boundaries of either Dinwiddie or Prince George. Nor shall there be any responsibility of Dinwiddie for any loss, damage, injury or death incurred when Prince George responders are going to or returning from Dinwiddie to provide services in accordance with this Agreement.
6. The services performed and expenditures made under this Agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by Prince George within its boundaries shall extend to its participation in rendering emergency assistance or other type of response outside of its boundaries in Dinwiddie. It is understood that for the purposes of this Agreement, Prince George is rendering aid during its travel to and from the emergency or call for service, as well as while at the scene of the emergency or call for service.
7. Prince George agrees to pay the actual cost of specialized agents such as foam, or water, etc. or other expended consumable supplies, whether medical or otherwise, which are used in providing services in accordance with this Agreement.
8. All benefits available to employees and volunteers of Prince George shall extend to the services they perform under this Agreement.
9. This Agreement specifically does not supersede the historical practice between Prince George and Dinwiddie in which Dinwiddie makes an annual payment of \$13,500 to Prince George to defer annual operating costs at Carson and such practice shall remain in effect in addition to the obligations contained in this Agreement. Such amount shall be adjusted annually beginning July 1, 2017 to reflect any increase or decrease for the preceding year in the Consumer Price Index, U.S. City Average, All Urban Consumers (CPI-U) All Items (1982-84 = 100). If Dinwiddie chooses to stop making the annual payment for operating expenses, this Agreement shall be null and void.
10. All parties to this Agreement recognize that they are each fully capable of providing independent services to adequately provide fire protection and emergency medical services within their respective political subdivisions.
11. This cooperative Agreement is entered into in furtherance of the policies set forth in Section 15.2-3209(5) of the Code of Virginia, 1950, as amended, and shall be without prejudice to either party for the purposes of Section 15.2-3209(5).
12. Dinwiddie recognizes that Prince George makes no representations as to the quality or extent of services that are available or provided for any particular response under this Agreement and that there may be instances where personnel are not available to answer calls.
13. This Agreement may only be amended or modified by the written consent of all of the parties hereto.
14. This Agreement shall not be construed as, or deemed to be, an agreement for the benefit of any third party, and no third party shall have any right of action hereunder for any reason whatsoever. Any services performed or expenditures made in connection with this Agreement by either party shall be deemed conclusively to be for the direct protection and benefit of the inhabitants and property of the receiving jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

PRINCE GEORGE COUNTY, VIRGINIA,
A political subdivision of the Commonwealth of Virginia

By _____
Percy C. Ashcraft, County Administrator

Approved as to form:

Steven L. Micas
County Attorney
COUNTY OF DINWIDDIE, VIRGINIA,
A political subdivision of the Commonwealth of Virginia

By _____
W. Kevin Massengill, County Administrator

Approved as to form:

Tyler Southall
County Attorney

Upon motion of Dr. Moore, seconded by Mr. Chavis,

BE IT THEREFORE RESOLVED THAT the County Administrator is authorized to sign the Cooperative Agreement between Prince George County and Dinwiddie County to Provide Fire Protection and Emergency Medical Services to Dinwiddie County with such changes, substantive or otherwise, as may be approved by the County Administrator.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner
NAYS: None

B. APPOINTMENTS

Upon motion of Mr. Moody, seconded by Mr. Lee, Mr. Jonathan Boulter was appointed to fill the unexpired term of Larry Elder on the Dinwiddie Airport and Industrial Authority for a term expiring January 31, 2018.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner
NAYS: None

Upon motion of Mr. Moody, seconded by Dr. Moore, Mr. David Blaha was appointed to fill the unexpired term of Larry Harvell on the Dinwiddie County Water Authority for a term expiring January 31, 2018.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner
NAYS: None

15. CITIZEN COMMENTS

Burton Davis spoke about the upcoming Appomattox River Water Authority (ARWA) meeting in which there will be discussion regarding the raising of the dam. He expressed that the raising of the dam will have negative impacts on the citizens who live on the lake.

16. BOARD MEMBER COMMENTS

Mr. Lee thanked Cierra Goode for her efforts with the Teen Staffing Program. He challenged Dinwiddie County to fill the room up next year with work based learning students. Mr. Lee stated that this opportunity is a win-win for both the employers and students. He feels that economic development is important in order to give these students a job upon completion of school and keep them in the community. Finally, Mr. Lee asked Mr. Massengill to address Mr. Davis' comments.

Mr. Massengill explained that ARWA voted over a year ago not to raise the dam. The decision was up for an annual review in November and it was recommended to not to raise the dam. He stated that in the last General Assembly session, a \$5 million grant was created for any one jurisdiction to use for raising the dam. If the grant is not accessed or plan to use the grant is not in place, the grant will sunset next June. Chesterfield said they would like to have access to those funds in order to raise the dam, and they would pay 100 percent of the cost themselves.

Mr. Massengill shared that he spoke up at the meeting because there are numerous issues associated with the raising of the dam. If it were raised, that would be the single largest wetlands destruction project in Virginia. He reiterated that the lake is 1 inch above full pool. The old permit stated that for every gallon that comes into reservoir, two gallons have to be released. That permit has been modified to say that for every gallon that comes in, a gallon has to be released. Mr. Massengill explained that in 2010, when the lake dropped 13 feet, the old permit was in place. The permit will be have to be

reevaluated by the DGIF and the DEQ with expectation that more water could be released if the dam is raised.

Furthermore, Mr. Massengill stated that Dinwiddie has only gas station on the lake and any type of hard top pontoon will not be able to go under the bridges in order to access that station. There are 2 bridges that will potentially need to be raised and that is not on VDOT's plan so the cost could elevate for Chesterfield. ARWA has asked of Chesterfield to address the list of problems and submit a plan. In conclusion, he stated that there will be no vote on Thursday, however there will be an explanation by the Water Authority's director.

Ms. Ebron-Bonner thanked everyone for attending the meeting. In closing, she asked that everyone take time to let law enforcement know that they are appreciated. All lives matter and we look to a Higher Power to help the challenges in the world right now.

17. ADJOURNMENT

Upon motion of Mr. Chavis, seconded by Mr. Moody, the meeting was adjourned at 8:09 PM.

AYES: Mr. Lee, Mr. Moody, Dr. Moore, Mr. Chavis, Ms. Ebron-Bonner
NAYS: None

Brenda Ebron-Bonner
Chair

ATTEST: _____
W. Kevin Massengill
County Administrator
Clerk to the Board

/sbw