

VIRGINIA: AT THE REGULAR MEETING OF THE BOARD OF SUPERVISORS HELD IN THE BOARD MEETING ROOM OF THE PAMPLIN ADMINISTRATION BUILDING IN DINWIDDIE COUNTY, VIRGINIA, ON THE 7TH DAY OF AUGUST, 1996, AT 7:30 P.M.

PRESENT:	AUBREY S. CLAY, CHAIRMAN	ELECTION DISTRICT #5
	HARRISON A. MOODY, VICE-CHAIR	ELECTION DISTRICT #1
	EDWARD A. BRACEY, JR.	ELECTION DISTRICT #4
	MICHAEL H. TICKLE	ELECTION DISTRICT #2
	LEENORA EVERETT	ELECTION DISTRICT #3
	BEN EMERSON	COUNTY ATTORNEY

IN RE: MINUTES

Upon motion of Mr. Moody, seconded by Mrs. Everett, Mrs. Everett, Mr. Bracey, Mr. Tickle, Mr. Moody, Mr. Clay voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the minutes for the July 3, 1996 Continuation Meeting, July 3, 1996 Regular Meeting and the July 17, 1996 Regular Meeting are hereby approved in their entirety.

IN RE: CLAIMS

Upon motion of Mrs. Everett, seconded by Mr. Moody, Mrs. Everett, Mr. Bracey, Mr. Tickle, Mr. Moody, Mr. Clay voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the following claims are approved and funds appropriated for same using checks #1002312 - #1002569 (void #1002311) for Accounts Payable in the amount of \$178,265.16; General Fund \$165,663.10, Jail Commission \$101.94, E911 Fund \$1,909.56, Self Insurance Fund \$9,304.85, Law Library \$546.34, Law Enforcement Fund \$671.51, CDBG Fund \$67.86; and Payroll in the amount of \$268,371.96; General Fund \$268,218.15 and E911 Fund \$153.81.

IN RE: APPROVAL OF REQUISITIONS -- CIP PROGRAM

Mrs. Wendy Weber Ralph, Ass't County Administrator, came before the Board and stated that she had two requisitions that needed to be approved. Requisition #9 is in reference to the School Project in the amount of \$49,228.77 which consists of \$2,631.87 in legal fees, \$44,523.65 for construction of the High School Track and \$2,073.25 for soil testing.

Mr. Bracey wanted to know the total cost of the track at the High School because he knew that the Board had previously appropriated funds for it to be constructed.

Mrs. Troilen Seward, School Superintendent, who was in the audience, stated that she would get those fees together for Mr. Bracey.

Upon motion of Mrs. Everett, seconded by Mr. Bracey, Mrs. Everett, Mr. Bracey, Mr. Tickle, Mr. Moody, Mr. Clay voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that requisition #9 be approved and funds appropriated in the amount of \$49,228.77 for CIP expenses for the School Improvement Projects Fund.

Mrs. Ralph passed out information in reference to Requisition #6 for the Courthouse Project Fund and apologized for bringing it to the Board at the last minute but she just received some of the invoices that day. She stated that the requisition was in the amount of \$67,668.60 which were fees for Architectural Services in reference to the Courthouse Project.

The Board requested that they be given some time to review the invoices and approve it at a later time.

Extract

This being the time and place as advertised in the Dinwiddie Monitor on July 24, 1996 and July 31, 1996 for the Board of Supervisors to conduct a public hearing in order to hear public comments on an Ordinance to add Section 14-5 to the Code of the County of Dinwiddie.

Mr. Ben Emerson, County Attorney, came before the Board and stated that the ordinance would make it a Class 4 Misdemeanor to park in spaces reserved for persons with disabilities and allow for the removal of vehicles not displaying disabled parking license plates or placards.

This being a public hearing, the Chairman opened the floor for public comment:

1. Joe Daniels, Sutherland Road, Sutherland, VA. He came before the Board and stated that he fully supported the County adopting any ordinance that would benefit disabled people.

Mr. Bracey stated that he would like to see, in one year, how many tickets were written for parking in handicapped parking spots.

Mr. Samuel Shands, Sheriff, who was present, stated that he would be glad to let Mr. Bracey know how many tickets were written in one year.

Upon motion of Mrs. Everett, seconded by Mr. Bracey, Mrs. Everett, Mr. Bracey, Mr. Tickle, Mr. Moody, Mr. Clay voting "aye",

BE IT ORDAINED by the Board of Supervisors of Dinwiddie County, Virginia, that the Code of the County of Dinwiddie, Virginia is amended and reordained by adding Section 14-5 as follows:

Section 14-5. PARKING IN SPACES RESERVED FOR PERSONS WITH DISABILITIES PROHIBITED; REMOVAL OF VEHICLES NOT DISPLAYING DISABLED PARKING LICENSE PLATES OR PLACARDS.

A. It shall be unlawful for a vehicle not displaying disabled parking license plates, an organizational removable windshield placard, a permanent removable windshield placard, or a temporary removable windshield placard issued under Section 46.2-731 of the Code of Virginia, 1950, as amended or DV disabled parking license plates issued under subsection B of Section 46.2-731 of the Code of Virginia, 1950, as amended, to park in a parking space reserved for persons with disabilities that limit or impair their ability to walk.

B. It shall be unlawful for a person, who is not limited or impaired in his ability to walk, to park a vehicle, displaying disabled parking license plates, an organizational removable windshield placard, a permanent removable windshield placard, or a temporary removable windshield placard issued under Section 46.2-731 of the Code of Virginia, 1950, as amended, or DV disabled parking license plates issued under subsection B of Section 46.2-731 of the Code of Virginia, 1950, as amended, in a parking space reserved for persons with disabilities that limit or impair their ability to walk, except when transporting a person with such a disability in the vehicle.

C. Organizational removable windshield placards, permanent removable windshield placards, and temporary windshield placards shall be displayed in accordance with Section 46.2-1237 of the Code of Virginia, 1950, as amended.

D. Parking spaces reserved for persons with disabilities that limit or impair their ability to walk shall be identified in accordance with Section 36-99.11 of the Code of Virginia, 1950, as amended.

E. Disabled parking license plates, permanent removable windshield placards, temporary removable windshield placards, and DV disabled parking license plates issued by other states and countries for the purpose of identifying vehicles permitted to use parking spaces reserved for persons with disabilities that limit or impair their ability

Extract

to walk shall be accorded all rights and privileges accorded by the Commonwealth of Virginia and County of Dinwiddie to vehicles displaying such devices.

F. The owner or duly authorized agent of the owner of a parking space properly designated and clearly marked as reserved for use by persons with disabilities that limit or impair their ability to walk may have any vehicle not displaying disabled parking license plates, organizational removable windshield placards, permanent removable windshield placards, temporary removable windshield placards, or DV disabled parking license plates removed from the parking space and stored. The owner of the vehicle which has been removed and stored may regain possession of his vehicle on payment to the person or persons, who removed and stored the vehicle, of all reasonable costs incidental to the removal and storage. The owner of the vehicle, on notice to the owner or duly authorized agent of the owner of the parking space, may also petition the General District Court of the County of Dinwiddie for an immediate determination as to whether the removal of the vehicle was lawful. If the Court finds that the removal was unlawful, the Court shall direct the owner of the parking space to pay the costs incidental to the removal and storage of the vehicle and return the vehicle to its owner.

G. In any prosecution charging a violation of this Ordinance, proof that the vehicle described in the complaint, summons, parking ticket, citation or warrant was parked in violation of the Ordinance, together with proof that the defendant was at the time the registered owner of the vehicle, as required by Chapter 6, Title 46.2 of the Code of Virginia, 1950, as amended, shall constitute in evidence a prima facie presumption that the registered owner of the vehicle was the person who committed the violation.

H. Upon entry of a conviction under this section, involving the misuse of the privilege pertaining to vehicles displaying their license plates or placard issued pursuant to Section 46.2-731 of the Code of Virginia, 1950, as amended, the Court shall send notice of the conviction of the number of the license plate or placard to the Commissioner of the Department of Motor Vehicles of the Commonwealth of Virginia, who may revoke the license plate or placard if he finds, after hearing if requested by the person to whom the license plate or placard is issued, that such person (i) is not a person with a disability that limits or impairs his ability to walk and is not otherwise eligible to be issued a license plate or placard pursuant to Section 46.2-731 of the Code of Virginia, 1950, as amended, or (ii) is authorized to have such license plate or placard but has allowed the abuse or misuse of the privilege granted thereby so that revocation appears appropriate to remedy the abuse or misuse.

I. A summons or parking ticket for violation of this Ordinance may be issued by law-enforcement officers and other uniformed personnel employed by the County to enforce parking regulations without the necessity of a warrant being obtained by the owner of a private parking area.

J. Any person violating subsection (A) or (B) of this Ordinance shall be guilty of a Class 4 misdemeanor.

State law reference: Code of Virginia Section 46.2-1237.

IN RE: A-96-15 -- PROCUREMENT AMENDMENT -- PUBLIC HEARING

This being the time and place as advertised in the Dinwiddie Monitor on July 24, 1996 and July 31, 1996 for the Board of Supervisors to conduct a public hearing for the purpose of considering for adoption an Ordinance to amend the Code of the County of Dinwiddie Section 2-70 to provide that the County's Small Purchase Procedures may be used for goods, services, or insurance the cost of which is not expected to exceed \$30,000.00.

This being a public hearing, the Chairman opened the floor for public comment:

No one signed up to speak.

Extract

Upon motion of Mr. Bracey, seconded by Mr. Moody, Mrs. Everett, Mr. Bracey, Mr. Tickle, Mr. Moody, Mr. Clay voting "aye",

BE IT ORDAINED by the Board of Supervisors of Dinwiddie County, Virginia, that Article IV, Chapter 2, Section 2-70 of the Code of the County of Dinwiddie, Virginia is amended and reordained by deleting the current text of Section 2-70 and adopting in its place the following:

Section 2.70. Same - Purchases of less than \$30,000.

The Board of Supervisors (the "Board") shall have the right to establish purchase procedures, if adopted in writing, that do not require competitive sealed bids or competitive negotiation for single or term contracts not expected to exceed thirty thousand dollars (\$30,000.00). Such procedures shall provide for competition wherever practicable. (Ord. of 12-15-82, Section 2-12; Ord. of 3-6-91).

State law reference - Similar provisions, Code of Virginia, Section 11-41F.

IN RE: ADOPTION OF FORM -- SMALL PURCHASE PROCEDURES

Mrs. Ralph then requested the Board to consider adopting a revised form to be used for small purchase procedures.

Upon motion of Mrs. Everett, seconded by Mr. Moody, Mrs. Everett, Mr. Bracey, Mr. Tickle, Mr. Moody, Mr. Clay voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the form presented be used when practicing small purchase procedures.

IN RE: A-96-16 -- USE OF FIREARMS -- PUBLIC HEARING

This being the time and place as advertised in the Dinwiddie Monitor on July 24, 1996 and July 31, 1996 for the Board of Supervisors to conduct a public hearing for the purpose of considering for adoption a proposed Ordinance to Amend the Code of the County of Dinwiddie.

Mr. Robert Hill, Ass't Commonwealth Attorney, came before the Board and apologized for Mr. T.O. Rainey, Commonwealth Attorney, not being present because he had a previous engagement. Mr. Hill stated that the proposed ordinance would make it illegal to discharge firearms, air-operated or gas-operated weapons within a hundred yards of any building or structure occupied by one or more persons except in the case of immediate danger or as authorized by the Code of the County of Dinwiddie and to make it illegal to shoot, within 100 yards of another's property, an arrow from a bow towards another's property.

This being a public hearing the Chairman opened the floor for public comment:

1. James D. Stratton, Shoreview Drive, Sutherland, VA. He stated that he was not for or against the proposed ordinance but requested that the Board use "common sense" when coming up with a final draft of the ordinance.

2. Arthur Green, Jr., Quaker Road, Dinwiddie, VA. He stated that the ordinance is not any good the way it is being proposed. He requested that they come up with something more "workable".

3. T.H. Van Pelt, Old Vaughan Road, Dinwiddie, VA. He stated that he did not feel that the County researched the issue and suggested that they investigate the issue further before adopting an ordinance.

4. George Friday, Floyd Avenue, Dinwiddie, VA. He came before the Board and stated that he declined to speak because he already addressed his concerns with the appropriate department head in reference to a separate issue.

5. John Boswell, Church Road, Petersburg, VA. He came before the Board and stated that he did not think that the proposed ordinance was a good idea.

6. Ann Robertson, First Street, DeWitt, VA. She came before the Board and stated that she was glad that the proposed ordinance was still in the planning stages because she stated that there is evidence that an ordinance of some sort is needed. She suggested that the following be substituted for part (b) of the proposed ordinance:

(b) It shall be unlawful for any person to launch, propel, shoot, throw, or convey any projectile, missile, shaft, bullet, or pellets on to or across the property of any land owner without permission of the owner, tenant, or fee holder of said property.

7. Joe Daniels, Sutherland Road, Sutherland, VA. He came before the Board and stated that an ordinance needs to be put on the books. Mr. Daniels then expressed his concerns as to why he felt that an ordinance needed to be put on the books.

8. John R. Fraser, Bain Road, Stony Creek, VA. He came before the Board and stated that he opposed the ordinance as drafted. He also stated that he disagrees with Mr. Daniels' comments and agrees with Mrs. Robertson's comments.

9. Russell Williams, Quaker Road, Dinwiddie, VA. He came before the Board and stated that he opposed the ordinance. He stated that he feels like too many people are trying to tell him what he can and can not do on his property that he is buying with his own money.

10. Clarence Allgood, Halifax Road, Dinwiddie, VA. He came before the Board and stated that he is opposed to any type of restriction on firearms.

11. Earl Allgood, Halifax Road, Dinwiddie, VA. He came before the Board and stated that he felt that instead of restricting the use of firearms people should be responsible when teaching their children about gun safety. He felt that the whole County should not be penalized because someone else is mishandling a firearm.

12. Cheryl Martinez, Sparrow Court, Petersburg, VA. She came before the Board and stated that she felt that the County needed to come up with some sort of ordinance. She stated that she is having a lot of problems with people shooting at all hours of the day and night and she is concerned for her families safety.

13. Mr. James Stratton, Shoreview Drive, Sutherland. He appeared before the Board and stated that he sympathized with Mr. Joe Daniels but asked the Board to please use "common sense" when they make their final decision.

The Chairman closed the public hearing.

Mrs. Everett stated that she felt that the Board needed to do something about the problems that some citizens were having.

Mr. Tickle stated that he agreed with Mrs. Everett.

Mr. Bracey stated that he would like to see the issue tabled because he does not feel that the whole County should suffer because of a couple of people's problems.

Mr. Moody stated that by the Board passing anything would it do any good. He suggested that they table it for sixty days.

Mr. Clay stated that he felt that sixty days was not long enough to investigate the issue further.

Mr. Burgess stated that Administration needed to reorganize and go back to the drawing board.

Mr. Moody stated that he would like to see a time line set for the issue so they wouldn't just let the issue go unresolved.

Upon motion of Mr. Moody, seconded by Bracey, Mrs. Everett, Mr. Bracey, Mr. Tickle, Mr. Moody, Mr. Clay voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the issue of the proposed Ordinance to Amend the Code of the County of Dinwiddie Section by adding Section 15-7 to Chapter 15 in reference to the discharging of firearms be tabled for sixty days and if Administration is not ready for a recommendation then, they shall report to the Board on their progress.

THE CHAIRMAN CALLED FOR A TEN MINUTE RECESS AT 9:20 P.M.

IN RE: COURTHOUSE PROJECT -- GEOTECHNICAL ENGINEERING TESTING & SPECIAL INSPECTION SERVICES

Mrs. Wendy Weber Ralph, Ass't County Administrator, came before the Board and stated that the BOCA code requires that the County's projects have Construction Testing Services and also Special Inspection Services. The Architects attempted to procure those services for the County but after reviewing that information, Administration felt that the County should procure the services themselves. This means that the County would need to reject the bids that were submitted and go back through the procurement procedure.

Upon motion of Mr. Bracey, seconded by Mr. Moody, Mrs. Everett, Mr. Bracey, Mr. Tickle, Mr. Moody, Mr. Clay voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the bids that were submitted for the Courthouse Project to perform Construction Testing Services and Special Inspection Services be rejected and Administration is authorized to rebid these services.

IN RE: SELF INSURANCE PROGRAM -- APPROVAL TO PARTICIPATE IN VIRGINIA MUNICIPAL GROUP SELF INSURANCE ASSOCIATION

Mrs. Wendy Weber Ralph, Ass't County Administrator, came before the Board and stated that at the last meeting they discussed changing the workers' compensation coverage from the individual self insurance group to a larger pool, the Virginia Municipal Group Self Insurance Association. The Board authorized the application process but now staff is requesting that the Board adopt a resolution allowing the County to participate in the program.

Upon motion of Mr. Bracey, seconded by Mr. Moody, Mrs. Everett, Mr. Bracey, Mr. Tickle, Mr. Moody, Mr. Clay voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the following agreement be adopted:

THIS AGREEMENT, made and entered into, pursuant to Virginia's Workers' Compensation Act and the State Corporation Commission's Rules Governing Group Self-Insurers of Liability under Virginia's Workers' Compensation Act, between all the parties who are now or may hereafter become members of Virginia Municipal Group Self Insurance Association (the "Association") a licensed group self-insurance association, and the Association.

WITNESSETH

WHEREAS, the Members of the Association have agreed to provide for joint and cooperative action to self-insure and to pool their separate liabilities arising pursuant to the terms of the Virginia Workers' Compensation Act (the "Act") and for certain other types of employers' liabilities for the death of dismemberment of, or injury to, their employees ("Employers' Liability"):

WHEREAS, the Members have organized and formed the Association as a joint fund to provide the necessary anticipated financing for such liabilities;

WHEREAS, the following persons: Kenneth R. Scott
 Charles A. Robinson, Jr. Clyde L. Williams
 John D. Cutlip Michael V. Wright
 Alfred C. Mead, Jr. R. Michael Amyx

constitute the current Members' Supervisory Board (the "Board") which is authorized to direct the affairs of the Association and to pass on the admissibility of applicants for membership in the Association;

WHEREAS, each Member of the Association is required to execute an Agreement whereby each will jointly and severally assume and discharge any liability under the Act of any and all Member employers who are parties to this Agreement and under all agreements of the Association relating to Members' Employers' Liability; and, in addition to the rights of the Association herein, in the event of failure of the Association to enforce such rights after reasonable notice to the Association, the Commission shall have the right independently to enforce on behalf of the Association the joint and several liability of its Members under the Act and all agreements relating to Members' Employers' Liability and the liability of Members for any unpaid contributions and assessments;

WHEREAS, each Member of the Association is required to execute an Agreement whereby each Member shall covenant and agree to pay contributions and assessments, based upon appropriate classifications and rates, into a designated cash reserve fund out of which expenses of the Association and lawful and proper claims and awards are to be paid, and further the agreement shall provide that there shall be no disbursements out of such fund by way of dividends or distribution of accumulated reserves to respective Members or former Members, except at the discretion of the Board as provided herein; and

WHEREAS, each Member of the Association has elected to become a party to this Agreement, to comply with the conditions set forth herein and establish a group self-insurance association pursuant to the provisions of Virginia Code Section 65.1-104.2 and the regulations promulgated thereunder, and to execute such other instruments and take such other action as may be required to form and continue such Association.

NOW, THEREFORE, for and in consideration of the mutual covenants, promises and obligations contained herein, which are given by the Association and each Member to each other Member and so accepted by each Member and the Association, the parties hereto covenant and agree as follows:

1. Each and all of the Members jointly and severally agree to assume, pay and discharge any liability under the Act of any and all member employers hereunder and, to the extent applied for by Members and agreed to by the Association, Employers' Liability of all Members; and each Member agrees to pay such assessments as may be required pursuant to paragraph 10(c) hereof; and, in addition to the rights of the Association herein, in the event of failure of the Association to enforce such rights after reasonable notice to the Association, the Commission shall have the right independently to enforce on behalf of the Association the joint and several liability of its Members under the Act and under this agreement and liability of any Member for any unpaid contributions and assessments.

2. The Members intend this Agreement as a mutual covenant of assumption of joint and several liability, and shall not be deemed to form or to be a partnership.

3. The Board has designated and appointed Virginia Municipal League as the Administrator who shall be empowered to accept service on behalf of the Association and authorized to act for and bind the Association and its Members in all transactions relating to or arising out of the operation of the Association. For its services, the Administrator shall receive such compensation as shall be agreed upon by the Board.

The Board, in its discretion, may at any time revoke the aforesaid powers of the Administrator and substitute another in the place and stead thereof. The Administrator's books and records are to be open to inspection by the Board or its agents or designees at all reasonable times.

4. The Board has designated and appointed Hastings-Tapley Services of Cambridge, Massachusetts, as Service Agent for the Association and its Members, or such substitute or replacement as shall be appointed by the Board, subject to approval as a servicing agent by the Commission. The Service Agent shall file with the Commission copies of all contracts entered into with the Association as they relate to services to be performed for the Association. Service Agent's books and records are to be open to inspection by the Board or its agents or designees at all reasonable times.

5. The Administrator shall deposit to the account of the Association, at any bank or banks designated by the Board, all contributions as and when collected, and such monies shall be disbursed only as provided by the rules, regulations, by-laws and resolutions of the Board; the agreement between the Board and the Administrator; this Agreement; and the Commission's Rules Governing Group Self-Insurers of Liability under the Virginia Workers' Compensation Act.

6. The Association may maintain excess insurance as deemed necessary by the Board and as required by the Commission's Rules.

7. The Board may admit as Members of the Association only acceptable and financially sound employers who have common interests as defined in the rules of the Commission and, subject to the approval of the Commission, the Board shall otherwise be the sole judge of whether or not an applying employer shall be admitted to membership and of the eligibility of an employer to remain a Member; and further, the Board may terminate an employer's membership upon thirty (30) days written notice to such Member, the Commission and the Virginia Workers' compensation Commission, and that in either such case no liability shall accrue to the Association or its Members for any liability to an employee of the terminated Member arising after the (30) day, or ten (10) day notice for nonpayment of premium, as the case may be.

8. Each Member agrees to and authorizes the Association to maintain with the State Treasurer of the Commonwealth of Virginia a security deposit of acceptable securities or a surety bond as required by the Commission's Rules. The Board and the Administrator are authorized to obtain such surety bond.

9. The Board shall have the authority to invest the funds of the Association as permitted by the Commission's Rules.

10. The Board shall promulgate the rules and regulations for administering the Association, the expulsion of or suspension of Members and, subject to the Commission's Rules, the admission of members. Each Member of the Association agrees to abide by such rules and regulations, including without limitation the following:

(a) Each Member agrees to initiate and maintain a safety program to give its employees safe and sanitary working conditions and agrees to follow the general recommendations of the Association and the Service Agent in this field to promote the general welfare of its employees. However, each Member shall remain solely responsible for all decisions concerning its safety program and practices and may not rely upon evaluation and/or recommendations made by the Association, the Board, the Service Agent, the Administrator or their representatives in making final decisions concerning its safety program and practices.

(b) In the event of an accident or a reported claim, each Member agrees to make immediate provision for the care of his employee, and to give immediate notification of the accident to the Service Agent on the prescribed forms. Costs of such care shall be paid by the Association to the extent required by the Act and any agreement relating to Members' Employers' Liability.

(c) Each Member shall make prompt payment of all contributions and assessments as required by the Board. Except as may be limited by the Commission's Rules, said contribution may be reduced by a discount allowed by the Board. In the event of a loss fund deficit and depletion of all available excess insurance, the Board may adopt any plan they deem equitable for the elimination of such deficit, including but not limited

to the assessment of all Members in the proportion which the premium of each bears to the total premiums of all Members in the year in which such deficit occurs.

(d) Each Member does hereby appoint the Service Agent of the Association as Agent to act in the Member's behalf to file reports and to make or arrange for payment in claims, medical expenses and all other things required or necessary insofar as they affect the Member's liability under the Act, for covered Employers' Liability or such Member's obligations under the rules, regulations and orders of the Commission and Virginia Workers' Compensation Commission.

(e) Each Member agrees that in the event of the payment of any loss by the Association under this Agreement, the Association shall be subrogated to the extent of such payment to all the rights of the Member against any person or other entity legally responsible for damages for said loss, and in such event, the member hereby agrees to render all reasonable assistance to effort recovery.

(f) The Association is to defend in the name of and on the behalf of each Member any suits or other proceedings which may at any time be instituted against such Member on account of injuries or death within the purview of the Act or otherwise asserting Member's liability thereunder, and/or Employer's Liability to the extent applied for and approved by the Association and Commission including suits or other proceedings alleging such injuries and demanding damages or compensation therefore, even though such suits, other proceedings, allegations or demands are wholly groundless, false or fraudulent, and to pay all costs reasonably incurred in any legal proceeding defended by the Association, all interest accruing after entry of judgment and all expenses incurred for investigations and negotiation of defense.

(g) Liability of the Association to the employees of any Member is specifically limited to such obligations as are imposed by law against the employer Member under the Act and/or Employer' Liability to the extent applied for and approved by the Association and Commission. Upon approval by the Board, liability of the Association may be extended to certain volunteer employees of a Member as specified in Section 65.2-101 of the Act upon the Member's compliance with the requirements of said section.

(h) The Board, the Administrator, the Service Agent, and any of their agents, servants, employees or attorneys, shall be permitted at all reasonable times to inspect the Member's work places, plants, works, machinery, and appliances covered by this Agreement, and shall be permitted at all reasonable times within two (2) years after the final termination of the membership to examine Member's books, vouchers, contracts, documents, and records of any and every kind which show or tend to show or verify the premium which is payable under the terms hereof.

(i) The Association shall at all times have in its possession, in a form acceptable to the State Corporation Commission, a current financial statement for each Member. This requirement shall not apply to governmental entities which are not required by law to have an annual audit performed.

(j) The coverage of the Association shall not apply to punitive or exemplary damages asserted or awarded by or to any employee of any Member under the Act or covered Employers' Liability whether because of bodily injury to an employee employed in violation of law, or otherwise.

11. The Board is authorized to set aside from contributions collected a reasonable sum for the operating expense and administrative expenses of the Association. All remaining funds coming into the Board's hands during any fiscal year of the Association shall be used only for the following purposes:

(a) Payment of a fee, compensation or expenses for an Administrator.

(b) Payment of a fee, compensation or expenses for a Service Agent.

(c) Payment of all legal fees, accounting fees, or other miscellaneous expenses incurred by the Board or the Association.

(d) Payments of liabilities imposed upon Members by the Act and Members' Employers' Liability covered by this Agreement, including settlements, awards, judgments, legal fees, and costs in contested cases.

(e) Payment of taxes and assessments levied and imposed by law and other fees and costs imposed by the Commission or the Virginia Workers' Compensation Commission or incurred in connection with matters and proceedings before the courts or agencies of the government.

(f) Deposits with the State Treasurer, payment of the cost of bonds and excess insurance carried by the Association and auditing expense and examination costs required by the Association or its agents or employees by the Commission or the Virginia Workers' Compensation Commission.

(g) After payment of claims and claim expenses and after provision has been made for open claims, including reported but unpaid claims and incurred but not reported claims, any contingency reserve required by Section 12(b) of the Commission's Rules and the costs and expenses described in the preceding subparagraphs, the Board may set aside such portion of any excess funds arising in any fiscal year as they, but resolution, find appropriate for the purpose of establishing and managing an additional reserve fund used for the benefit of this Association; and any remaining amounts of such excess funds shall be distributed to Members or former Members in such manner as the Board may deem equitable, subject, however, to approval of any such distribution by the Commission.

12. The Association shall operate on a fiscal year from 12:01 a.m. July 1 to midnight of June 30. Application for continuing membership, when approved in writing by the Board or their designee, shall constitute a continuing contract for each succeeding fiscal period unless canceled by the Board, or unless the Member shall have resigned or withdrawn from the Association by written notice as provided in paragraph 15.

13. The Association and each Member agree with each other Member, whether now or to become a Member, to be bound by all the terms and conditions to this Agreement.

14. The Members jointly and severally covenant and agree that there shall be no disbursements to Members or former Members of the Association out of funds of the Association by way of dividends or distribution of claim reserves until after provision has been made for all obligations of the Association under the Act and for Members' Employers' Liability and except at the discretion of the Board upon application to and approval by the Commission.

15. Termination of a Member by the Association or by the member or by withdrawal of approval by the Commission shall be by thirty (30) days written notice to the Association, the Member, the Commission and the Workers' Compensation Commission; provided, a Member may be terminated by the Association for nonpayment of premium upon ten (10) days written notice to the Member, the Commission and the Workers' Compensation Commission.

IN WITNESS WHEREOF, the Members of the Association have caused this Indemnity Agreement and Power of Attorney to be executed by the duly authorized Officer of the Association and by the Association's duly designated Administrator or Assistant Administrator and the Member has executed or caused the same to be executed as of August 1, 1996.

IN RE: COUNTY ADMINISTRATOR COMMENTS

Mr. Charles W. Burgess, County Administrator, stated that the County will be holding another auction in conjunction with the School Board on October 19, 1996.

IN RE: VDOT -- RESTRICTION OF CUT THROUGH TRAFFIC -- SUNSET DRIVE
AND FRANKLIN STREET -- ADOPTION OF RESOLUTION

Upon motion of Mrs. Everett, seconded by Mr. Tickle, Mrs. Everett, Mr. Bracey, Mr. Tickle, Mr. Moody, Mr. Clay voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the following resolution be adopted:

WHEREAS, the residents of Franklin Street and Sunset Drive, State Routes 1312 and 1313, have requested the Resident Engineer of the Department of Transportation to restrict Cut-through Traffic, and

WHEREAS, the Resident Engineer has advised this Board that this area will qualify as a study area to implement various "traffic calming" measures, and

WHEREAS, the Resident Engineer has informed the Board these studies will be conducted at no cost to the County's Construction Improvement Budget, and

NOW, THEREFORE, BE IT RESOLVED, this Board hereby requests the Resident Engineer to perform the necessary studies to develop recommendations to prohibit Cut-through Traffic along Franklin Street and Sunset Drive, and

BE IT FURTHER RESOLVED, that after these studies have been conducted, the Resident Engineer review the available options with this Board and a recommendation to implement.

IN RE: LYNNE COSLEY -- EMS -- RECLASSIFICATION

Mr. Burgess stated that Lynne Cosley has completed the Cardiac Technician course. She has also completed the program that is required by our organization and has been released by our Medical Director to provide Advanced Life Support. Mr. Burgess recommended that Mrs. Cosley be advanced from the Basic to the Advanced Provider Salary. He also stated that all of DEMS full-time personnel are now Advanced Life Support providers.

Upon motion of Mr. Tickle, seconded by Mrs. Everett, Mrs. Everett, Mr. Bracey, Mr. Tickle, Mr. Moody, Mr. Clay voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that Lynne Cosley be reclassified from a grade 8A, \$18,325 to a grade 10A, \$21,375, retroactive to August 1, 1996.

Mr. Clay stated that he did not feel that every time an employee has completed training and needed to be reclassified it needed to be brought before the Board to be approved. He felt that staff could handle it without needing the Boards' approval.

Mr. Bracey stated that he agreed but requested that they be notified when someone was reclassified.

The Board agreed.

IN RE: UNITED STATES POSTAL SERVICE -- 100 YEARS OF RURAL FREE
DELIVERY

Mrs. Wendy Weber Ralph, Ass't County Administrator, came before the Board and stated that Margie Barnes with the Dinwiddie County Quality of Worklife/Employee Involvement Workteam, contacted her in reference to recognizing 100 years of rural free mail delivery by the U.S. postal service. The Workteam consists of postmasters and rural carriers from the area post offices and they are requesting to place some memorabilia in the hallway for a week and then also use the exhibit case for a limited period of time. She also stated that they are asking for a resolution which can be adopted at a later time.

Upon motion of Mr. Bracey, seconded by Mr. Moody, Mrs. Everett, Mr. Bracey, Mr. Tickle, Mr. Moody, Mr. Clay voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the Dinwiddie County of Worklife/Employee Involvement Workteam is authorized to place some memorabilia in the hallway of the Administration Building and use the exhibit case for a limited time to recognize 100 years of rural free mail delivery in the U.S. postal service.

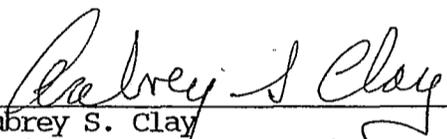
IN RE: BOARD MEMBER COMMENTS

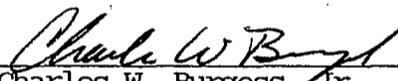
1. Mrs. Everett stated that since the Extension Service has relocated across the street there is no longer a television or a VCR available to use for County functions. She requested that it be looked into to see how great the need is for this equipment.

2. Mr. Bracey stated that he was approached by some Sheriff's Deputies that stated that in Dinwiddie County people have been hunting illegally with scopes on their muzzleloading rifles. He was told that the state law allows someone to hunt with scopes on a muzzleloading rifle but the County ordinance states that you can not do it. He requested that the two be brought in line together.

IN RE: ADJOURNMENT

Upon motion of Mr. Bracey, seconded by Mr. Tickle, Mrs. Everett, Mr. Bracey, Mr. Tickle, Mr. Moody, Mr. Clay voting "aye", the meeting adjourned at 9:55 P.M.


Aubrey S. Clay
Chair, Board of Supervisors

ATTEST: 
Charles W. Burgess, Jr.
County Administrator

/rlm

