

VIRGINIA: AT THE REGULAR MEETING OF THE DINWIDDIE COUNTY BOARD OF SUPERVISORS HELD IN THE BOARD MEETING ROOM OF THE PAMPLIN ADMINISTRATION BUILDING IN DINWIDDIE COUNTY, VIRGINIA, ON THE 5th DAY OF AUGUST, 2003, AT 7:30 P.M.

PRESENT: ROBERT L. BOWMAN IV - CHAIR ELECTION DISTRICT #3
DONALD L. HARAWAY - VICE CHAIR ELECTION DISTRICT #2
HARRISON A. MOODY ELECTION DISTRICT #1
EDWARD A. BRACEY, JR., ELECTION DISTRICT #4
AUBREY S. CLAY ELECTION DISTRICT #5

OTHER: PHYLLIS KATZ COUNTY ATTORNEY

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IN RE: INVOCATION - PLEDGE OF ALLEGIANCE - AND CALL TO ORDER

Mr. Robert L. Bowman, Chair, called the regular meeting to order at 7:33 P.M. followed by the Lord's Prayer and the Pledge of Allegiance.

IN RE: ADJOURNMENT

Upon motion of Mr. Bracey, Seconded by Mr. Clay, Mr. Bracey, Mr. Moody, Mr. Clay, Mr. Haraway, Mr. Bowman voting "Aye," the July 15, 2003 Continuation meeting adjourned at 7:36 P.M.

IN RE: MINUTES

Mrs. Alma B. Russell, Clerk to the Board, stated Mr. Moody called today and brought it to her attention that the numbering for the proffers for public hearing P-03-3 was incorrect in the minutes on July 1, 2003, located on page 14. Mrs. Russell informed the Board that her software program has a "glitch" in it that automatically changes numbers when she exits a file. However, the corrections have been made to the minutes for adoption tonight.

Upon motion of Mr. Moody, Seconded by Mr. Haraway, Mr. Bracey, Mr. Moody, Mr. Clay, Mr. Haraway, Mr. Bowman voting "Aye,"

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia, that the minutes of the July 1, 2003 Regular Meeting are hereby approved with the above changes.

IN RE: CLAIMS

Upon motion of Mr. Moody, Seconded by Mr. Haraway, Mr. Bracey, Mr. Moody, Mr. Clay, Mr. Haraway, Mr. Bowman 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 numbered 1035974 through 1036207 (void check(s) numbered 1034596, 1035897, 1035977, and 10356051)

Accounts Payable FY 02-03:

(101) General Fund	\$ 43,431.96
(103) Jail Commission	\$.00
(104) Marketing Fund	\$.00
(209) Litter Control	\$.00
(222) E911 Fund	\$ 80.27
(223) Self Insurance Fund	\$.00
(225) Courthouse Maintenance	\$.00
(226) Law Library	\$.00

(228) Fire Programs & EMS	\$ 995.00
(229) Forfeited Asset Sharing	\$.00
(304) CDBG Grant Fund	\$.00
(305) Capital Projects Fund	\$ 2,504.00
(401) County Debt Service	\$ <u>.00</u>

TOTAL \$ 47,011.23

Accounts Payable FY 03-04:

(101) General Fund	\$ 336,322.63
(103) Jail Commission	\$.00
(104) Marketing Fund	\$.00
(209) Litter Control	\$.00
(222) E911 Fund	\$ 3,561.00
(223) Self Insurance Fund	\$.00
(225) Courthouse Maintenance	\$ 380.00
(226) Law Library	\$ 1,710.82
(228) Fire Programs & EMS	\$.00
(229) Forfeited Asset Sharing	\$.00
(304) CDBG Grant Fund	\$.00
(305) Capital Projects Fund	\$ 5,483.87
(401) County Debt Service	\$ <u>73,066.00</u>

TOTAL \$ 420,524.32

PAYROLL 07/31/03

(101) General Fund	\$ 428,842.34
(222) E911 Fund	\$ 3,539.66
(304) CDBG Fund	\$ <u>3,427.82</u>

TOTAL \$ 436,270.38

IN RE: AUTHORIZATION TO ENTER INTO CONTRACT WITH STATE FOR REVENUE MAXIMIZATION FUNDS

"July 24, 2003

TO: Dinwiddie County Board of Supervisors

Wendy Ralph, County Administrator

FROM: Peggy McElveen

Re: Items for Board agenda – August 5, 2003

The following is information regarding a request for your approval of a contract with the Virginia Department of Social Services, which will increase federal funds for our locality. These funds are available for certain costs in the administration of programs for designated "at risk" children who meet specific federal requirements.

For the past couple of years the Virginia Department of Social Services has been involved in a statewide effort to help communities maximize federal reimbursement. Many communities have found that they are already spending local money that they could claim for federal reimbursement of certain services to at-risk children. Through Revenue Maximization these localities have been successful in drawing down previously untapped federal funds. The costs

identified are on-going costs that can continue to receive federal reimbursement verses a one-time reimbursement.

Key Points:

- Contract is between County and State.
- Does not affect other local budgets
- Federal reimbursement is only available through State and Local Department of Social Services; they serve as conduits for the funds.
- Local funds, which are potentially reimbursable include VJCCCA funds managed by Court Services, CSA Administrative funds, funds for School Social Worker, or Administrative funds from MHMRSAS.
- Our targets for Dinwiddie County at this time are the VJCCCA and CSA funds.

Advantages:

- Will provide a federal match (50%) for some current local expenditures.
- Will increase funds available to Administration of services and programs for at-risk children.
- Will enable our locality to employ a full time CSA Rev Max Co-Coordinator to manage the funds, assist in managing County grants, monitor expenditure funds and provide accountability of the various sources of funds for at-risk children.
- Will enable our locality to increase our focus on preventing expensive out of home placements and detention costs.

The attached letter to the State Social Services Director will accompany the Contract and provides basic information about our locality's plan.

July 23, 2003

Maurice Jones, Commissioner
Virginia Department of Social Services (VDSS)
730 E. Broad Street
Richmond, Virginia 23219

Dear Commissioner Jones:

The purpose of this letter is to provide, for your approval, the plan for the County of Dinwiddie revenue maximization initiative. Two major components of our initiative focus on identifying unclaimed administrative costs incurred for Title IV-E Pre-Placement Prevention and other "reasonable and necessary" costs allowed by other program initiatives. These initiatives are undertaken within the framework provided by the agreement between VDSS and the County of Dinwiddie and applicable Federal policy.

Background:

Increase in delinquency

Social problems in Dinwiddie County are continuing to become more serious and more expensive to resolve. The number of juveniles in the area that have been charged with assault has increased over the past several years. This has resulted in an increase in out-of-family placements and a significant strain on existing resources.

Increase in behavioral and mental health needs

Dinwiddie County has traditionally had 10 to 15 children in foster care. That rate continues with 13 children in foster care this year. There has also been a significant increase in the mental health and behavioral needs of children that are being placed in foster care. We are having to look for placement options for teenagers with serious behavioral and mental health issues, as well as placements for children with significant at-risk needs. Fewer younger children are in need of placement; those who do have multiple problems. These changing needs have fundamentally altered the services that our department and foster parents must provide. In many instances, comprehensive treatment facilities are needed in order to meet the needs of the child.

Need for prevention services

The Dinwiddie Community Policy and Management Team has identified the need for prevention services to address problems of family dysfunction, domestic violence, teen pregnancy, and substance abuse. The problems of at risk youth can be attributed to exposure to domestic violence, violence in the school environment and extensive use of drugs and alcohol by many parents.

The large increase in need for primary service delivery to meet the needs of youth in Dinwiddie County and the other budgetary demands leaves little in the way of funding for additional prevention services. There is a need for an increase in primary prevention and early intervention services in Dinwiddie County. Our goal is to reduce out of home placements and family disruption by providing preventive services. We have found that once a child is removed from his family, there are many negative side effects which add to the families' stress and dysfunction.

This is not only harmful to the child, but makes reuniting the family more difficult.

We are interested in furthering our efforts to meet the needs of youth/families in Dinwiddie County and are, therefore, interested in recovering every federal dollar to which we are entitled. Accordingly, we are pursuing reimbursement for Title IV-E foster care pre-placement preventive services and other "reasonable and necessary" costs allowed by other programs to draw down federal financial participation (FFP) to support additional social services initiatives to meet the needs of youth in Dinwiddie County.

Organization and Scope of the Initiative

We envision expanding services and enhancing existing efforts to prevent foster care and other out-of-family placements with the initial proceeds from this project. Our initiative will include the following:

1. A Title IVE/CSA Coordinator position devoted primarily to documentation, reporting, and coordination of information related to Title IVE, Medicaid, and CSA services and reimbursements.
 - Better utilize all funding sources, including grants, so that more services are available for prevention of foster care, intensive services to families and children in foster care which will increase assist in returning children to their homes or other permanent placement, and reduce the need for other out of home placements
 - Assist with coordination of services with multiple agencies, vendors, and providers so that services are delivered in the least restrictive setting and that rates are negotiated
 - Monitor expenditures for accurate and appropriate service delivery

1. Increased case management and oversight of VJCCCA Program will enable us to:
 - Increase services to families through a contract for Effective Parenting training targeting parents of children before the Court. This effort will strengthen families, prevent detention and other out of home placements. It will also deter further involvement with the Court. It is estimated that this program will serve approximately 45 families annually.
 - Expand Substance Abuse services to youth through a contract for counseling and education of youth who are before the Court or being diverted from Court as a result of alcohol or drug problems. This initiative will reduce the incidence of children before the Court because of substance abuse and will assist youth in becoming drug free. This program could serve up to 30 youth per year.
2. Collaborate with the local School Board office to expand and broaden services traditionally provided by the school social worker in order to reduce truancy, violence in the schools, and school drop outs. This particular initiative is in the preliminary stages; however, case management services, contractual services and direct services are critical in reducing the number of children at risk as identified by the school system.

Assurances

In addition to our commitments to VDSS under our overall agreement (Attachment A), this letter provides the following assurances specific to the Initiative:

1. FFP will be claimed only for administrative activities (for Title IV-E foster care, this includes case management provided to "reasonable candidates" for Title IV-E foster care).
2. Costs claimed for this initiative will be submitted separately each quarter and will not duplicate those submitted to VDSS under LASER or any other state reimbursement mechanism.
3. Non-Federal costs that we incur under this initiative will be financed solely out of local public expenditures certified to us quarterly by internal resources and external partners.
4. We will also certify that these County/Local funds are not being used to match any other public grant-in-aid program, or that these costs have been adjusted accordingly.
5. In cooperation with all parties, we will maintain the accounting, statistical, and case records necessary to enable VDSS and Federal auditors to concur in the reasonableness of all claims submitted.
6. FFP received by the County as a result of this initiative will be used to provide necessary services and will not be used to supplant any local funding.
7. All costs will conform to the approved plan.

Estimated Reimbursement:

FY 2004	-	\$ 30,000
FY 2005	-	\$ 50,000
FY 2006	-	\$ 60,000

Request for Approval:

Current VDSS reimbursement options do not include reporting costs that are not incurred by the local DSS agency (except for central service costs). The costs

reported here are not central service costs. They are, however, allowable and reimbursable costs incurred by external affiliates, which are certified to the County for Federal reimbursement purposes.

We trust that the initiative described in this letter is consistent with applicable State and Federal Policy and our mutual interests in reducing the frequency with which children are placed in out-of-home care. Your confirmation of this fact will enable us to submit our initial claim to VDSS for reimbursement.

Please feel free to contact me if you have any questions regarding the attached, or if I can be of additional assistance.

Sincerely,

Director

Documents included: Contract between Dinwiddie County and VDSS
 Letter re: VJCCA funds"

Upon motion of Mr. Moody, Seconded by Mr. Haraway, Mr. Bracey, Mr. Moody, Mr. Clay, Mr. Haraway, Mr. Bowman voting "Aye,"

BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, hereby authorized the County Administrator to endorse the following agreement with the Virginia Department of Social Services:

AGREEMENT BETWEEN THE
COUNTY OF DINWIDDIE, VIRGINIA
AND
THE VIRGINIA DEPARTMENT OF SOCIAL SERVICES
REGARDING
LOCAL GOVERNMENT EXPENDITURES IN SUPPORT
OF FEDERAL PROGRAMS ADMINISTERED BY VDSS

This Agreement is entered into this first day of July 2003, by and between the County of Dinwiddie, Virginia (hereinafter referred to as "the Locality") and the Virginia Department of Social Services (hereinafter referred to as "VDSS").

WITNESSETH

WHEREAS, the VDSS is the Single State Agency responsible for the Statewide administration and financing of major Federal human service programs, including (but not limited to):

1. Temporary Assistance to Needy Families (authorized by Title IV-A of the Social Security Act),
2. Child Support Enforcement (authorized by Title IV-D of the Social Security Act),
3. Foster Care and Adoption Services (authorized by Title IV-E of the Social Security Act), and

4. The Food Stamps Program (authorized by The Food Stamp Act and other Federal legislation); and

WHEREAS, the VDSS maintains a "state supervised" social services delivery system that is "locally administered" by the local Department of Social Services, within and on behalf of the Locality; and

WHEREAS, both VDSS and the Locality share a desire to expand local human services to the extent that resources are available to address otherwise unmet social needs; and

WHEREAS, the Locality has elected to make voluntary, necessary, and reasonable contributions of local and other unmatched non-Federal financial resources (over and above State mandated levels) to the costs of administering and providing human services under one or more of the above-referenced or other Federal programs administered by VDSS; and

WHEREAS, the financial contributions made by the Locality may be eligible for Federal Financial Participation (FFP), provided appropriate claims are made by VDSS to the cognizant Federal agencies; and

WHEREAS, both VDSS and the Locality desire to assure that the Locality receives appropriate FFP earned on the financial contributions of the Locality; and

WHEREAS, both VDSS and the Locality desire to establish and maintain appropriate procedures within VDSS to assure that claims are filed in an accurate manner, the Locality is reimbursed on a timely basis, and the integrity of all contributions, expenditures, and claims are assured;

NOW THEREFORE, VDSS and the Locality hereby agree as follows:

ARTICLE 1

DOCUMENTATION AND REPORTING OF LOCAL EXPENDITURES

- 1.1 The Locality agrees to maintain documentation of the expenditures that it incurs and the eligibility of the persons served consistent with procedures developed by VDSS and consistent with those services identified with the approved plan, as defined in the Scope of Services (Attachment A).
- 1.2 The Locality agrees to submit a claim to VDSS (on a quarterly basis) documenting and certifying the actual direct and indirect costs incurred by the Locality that have not been otherwise claimed for or reimbursed by VDSS or any other Federal reimbursement process.
 - a. The Locality shall attach to each claim a statement certifying that the expenditures being claimed for reimbursement are made from public funds and are reasonable and necessary for the efficient operation of the program in question. The Locality shall also provide, for VDSS review, such documentation as VDSS may specify in order for VDSS to exercise its fiduciary responsibility as the Single State Agency for the Federal program(s) in question.
- 1.4 The Locality's services and expenditures shall adhere to applicable VDSS policy and all claims shall be in a form and format specified by VDSS. The Locality's claims shall use, as appropriate and with the prior approval

of VDSS, statewide cost allocation methodologies in conjunction with other data as the basis for allocating costs.

- 1.5 The Locality agrees to form a local oversight board to administer the projects or related funds resulting from this agreement. The Locality agrees to effect a separate written agreement(s), between this board and any subsequent local partner(s) participating in this agreement, for the purpose of defining the distribution of any funds resulting from this agreement.
- 1.6 The Locality agrees to provide such additional information as may be required by VDSS and the cognizant Federal agency to determine the appropriateness of its claim and to provide reasonable estimates of future expenditures.
- 1.7 VDSS agrees to include in its claim to the cognizant Federal agency the expenditures certified by the Locality under this Agreement.
- 1.8 VDSS agrees to reimburse the Locality for the FFP paid by the cognizant Federal agency attributable to the Locality's claim, less an administrative fee of up to five (5) percent.

VDSS shall not be obligated to process this claim for reimbursement on behalf of the Locality until VDSS has assured itself that the pass-through of FFP to the Locality is appropriate. VDSS agrees to make every effort to make sure that this pass-through takes place within 15 working days of receipt of those funds from the Federal government.

- 1.9 VDSS agrees to use the proceeds of the administrative fee to establish and maintain an orderly process for claiming appropriate FFP on behalf of the Locality.

The VDSS process will include the VDSS hiring of sufficient and trained staff or contractual assistance necessary to oversee the claiming process, monitoring the Locality's compliance with applicable Federal and State policies, and assuring (by either pre- or post-audit) the integrity of claims made under this Agreement.

- 1.10 VDSS agrees to annually review with the Locality the reasonableness of the five (5) percent administrative fee. VDSS agrees to make every effort to assure that its costs are shared with other localities seeking to maximize appropriate Federal funding for its services and, to the extent possible, reduce the fee to the Locality.

ARTICLE 2

FEDERAL FINANCIAL PARTICIPATION

- 2.1 The Locality shall be eligible to receive applicable FFP on Locality contributions for which open-ended Federal funding is available or as otherwise provided by State or Federal law and regulation.

It is understood and agreed among the parties hereto that VDSS shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purposes of this Agreement.

- 2.2 The Locality shall not be entitled to receive reimbursement for FFP earned on programs where Federal funding is capped or the pass-through of FFP to the Locality would cause a reduction in FFP to another locality or to a program administered directly by VDSS.

- 2.3 The Locality agrees to reinvest the additional FFP received under this agreement to enhance and expand its human service programs or to develop new initiatives to better meet social service needs identified by Locality in collaboration with the VDSS, localities, and community-based organizations participating in coordinated activities.
- 2.4 The Locality agrees that no portion of the additional FFP received under this agreement will be used to supplant local or other funding for social or other services that are part of this agreement, unless a written exception is approved by VDSS.

ARTICLE 3

LIABILITY

- 3.1 The Locality agrees to assume full responsibility for any financial obligations resulting from disallowances by the Federal Government of Federal reimbursements "received" by and attributable to Locality expenditure claims, pursuant to the terms of this agreement.
- 3.2 In the event that a Federal disallowance results in a loss of funds under this agreement, the Locality will make reimbursement to VDSS upon the final determination of any appeal made to the Federal government made by VDSS on behalf of the Locality.
- 3.3 Notwithstanding the obligation of the Locality to make full reimbursement as provided above, this Agreement authorizes VDSS to deduct any and all amounts disallowed by the Federal government from payments that would otherwise be made by VDSS to the Locality.

ARTICLE 4

AMENDMENTS

- 4.1 Either party may initiate a request to amend this Agreement by sending written notice, mailed first class, postage prepaid, to the following addresses.

If to VDSS:

Mr. Kent Jorgensen, Acting Project Manager
Department of Social Services
Commonwealth of Virginia
730 E. Broad Street
Richmond, Virginia 23219-1849

If to the Locality:

*Ms. Wendy Ralph, County Administrator
Dinwiddie County
P. O. Drawer 70
Dinwiddie, VA 23872*

Unless a shorter period is agreed to, amendments must be submitted at least thirty (30) working days in advance of their proposed effective date.

- 4.2 The non-initiating party shall respond to the amendment request within thirty (30) working days of its receipt. Amendments must be approved in writing by both parties and executed by persons authorized to bind the respective parties.

ARTICLE 5

TERMINATION

- 5.1 This agreement shall cover all properly documented services provided by the Locality that are subsequently submitted to the VDSS for allowable federal reimbursement within the terms of this agreement and within the federally defined timeframes for reimbursement. This agreement shall remain in effect until either party notifies the other party of its intent to terminate the agreement.
- 5.2 Termination shall take effect no sooner than 60 days after written notification by one party to the other, unless an alternative date is agreed upon. Such notification will be mailed first class, postage prepaid, to the address listed in Section 4.1, above. If the Agreement is so terminated, then each party shall within sixty (60) working days of the termination date reimburse the other party for any monies owed.
- 5.3 The VDSS reserves the right to cancel and terminate this agreement, in part or in whole, without penalty, upon 60 days written notice to the Locality. Any contract cancellation notice shall not relieve either party of the obligation to deliver and/or perform on all outstanding deliverables prior to the effective date of cancellation.

ARTICLE 6

RETENTION AND REVIEW OF RECORDS

- 6.1 Both parties, or their agent(s), agree to retain all books, records, and other documents which are relevant to this Agreement for no less than three (3) years after the date of the final report for the applicable period; a resolution of audit findings; or disposition of non-expendable property, whichever is later.
- 6.2 The Locality agrees that VDSS or its agent(s) shall, during the term of the Agreement and for three (3) years after the date of the final report for the applicable period, have reasonable access to and the right to examine any documents and financial records pertaining to the Agreement for the purposes of an audit of the payments made as a result of the Agreement.
- 6.3 The Locality agrees to include the terms of this agreement, by reference, in all subagreements or cooperative agreements with other entities providing services to the people of the Locality where the pass-through of Federal funding to those entities is contemplated.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first written above.

For VDSS:

For the Local Department:

Signature of Authorized Agent

Signature of Local Department of Social Services Director

David A. Mitchell
Name of Authorized Agent
(Printed or Typed)

Name of Authorized Agent
(Printed or Typed)

Deputy Commissioner
Title of Authorized Agent
(Printed or Typed)

Director
Title of Authorized Agent
(Printed or Typed)

Date

Date

For the Locality:

Counsel for the Locality:

Signature of Local Government Official

Signature of Counsel

Name of Authorized Agent
(Printed or Typed)

Name of Counsel
(Printed or Typed)

Title of Authorized Agent
(Printed or Typed)

Title
(Printed or Typed)

Date

Date

ATTACHMENT A
SCOPE OF SERVICES FOR TITLE IV-E FOSTER CARE
PREPLACEMENT PREVENTION PROJECTS

ADMINISTRATION OF THE TITLE IV-E STATE PLAN

- A. Dinwiddie Social Services maintains a partnership with various community agencies in the provision of preventive services to families and children. As it relates to Title IV-E foster care and foster care pre-placement prevention, such services will include the provision of case management and other Title IV-E allowable administrative support activities to children and families of children for the purpose of maintaining a safe and stable in-home family setting for the child or to plan out of home placement.
- B. Among the Title IV-E Foster Care Prevention services to be provided, the LDSS and partner(s) will be responsible for determining when a child receiving services from the partner(s) may be considered to be a reasonable candidate for foster care (including all forms of out-of-home care). "Reasonable candidates" are those children for whom there is:
 - an eligibility determination form which has been completed by VDSS or a local department of social services to establish the child's eligibility under Title IV-E; or

- evidence of court proceedings in relation to the removal of the child from the home (e.g., a petition to the court, a court order, or a transcript of the court's proceedings); or
 - a defined case plan which clearly indicates that, in the absence of effective preventive services, foster care or other out-of-home placement is the planned arrangement for the child.
- C. With respect to those children determined to be "reasonable candidates," the partner(s) agrees to perform administrative functions that are necessary for the proper and efficient administration of the Title IV-E State Plan. These functions may include such administrative activities as:
1. referral to services,
 2. preparation for and participation in judicial proceedings,
 3. development of the case plan,
 4. case reviews,
 5. case management and supervision, and
 6. a proportionate share of related agency overhead.
- D. The LDSS will maintain files at the LDSS showing evidence of the LDSS determination of reasonable candidacy. The determination of reasonable candidacy will be documented every six months in the service plan or a suitable addendum as prescribed by VDSS.
- E. The LDSS and partner(s) shall cease claiming Federal financial participation (FFP) for the administrative costs related to Title IV-E pre-placement prevention with respect to a child once that child is no longer considered to remain a "reasonable candidate."

Once a child has been determined to be a "reasonable candidate" for foster care, that child shall remain a reasonable candidate until one of the following three events take place:

1. Ages out - The child reaches his/her 18th birthday or up to the month a child completes his/her educational program if the child is expected to complete that educational program by or within the month of his/her 19th birthday; or
2. Status changes - The child is no longer a "reasonable candidate," that is:
 - a. the child is removed from his/her home and placed in out-of-home care; or
 - b. the child becomes ineligible for Title IV-E (if that was the criterion upon which reasonable candidacy was based); or
 - c. the judicial proceedings related to the child are changed to reflect the fact that placement of the child in out-of-home care is no longer the planned arrangement for the child (if that was the criterion upon which reasonable candidacy was based); or
 - d. the LDSS or partner(s), acting under the terms of a written agreement with the LDSS, determines that absent preventive services, out-of-home care is no longer the planned arrangement

for the child (if that was the criterion upon which reasonable candidacy was based); or

3. Times out - Six months have elapsed since the child was last determined to be a reasonable candidate **OR** a longer period if conditions have not changed (the same or reasonably equivalent conditions that led the child to be a reasonable candidate continue to exist for the child).

IN RE: CITIZEN COMMENTS

Mr. Bowman asked if there were any citizens signed up to speak or present who wished to address the Board during this portion of the meeting.

1. Jerry and Sharon Reed – 20185 Hunnicut Road, Dinwiddie, Virginia - came forward asking the Board to intervene in the unfair taxation of real estate taxes by the Commissioner of the Revenue on their home. Mr. and Mrs. Reed stated they called the County to get the assessment on their home this year and discovered there has not been an assessment done by the Commissioner. Mrs. Reed said they have lived at 20185 Hunnicut Road since August 31, 2001 but the Commissioner had not billed them for the taxes on the house. She commented she had been paying taxes on the land but not on the house. Mrs. Reed told the Board she had no way of knowing the taxes did not include the house because it was paid through the mortgage company. She said she spoke with Mrs. Marston and was told she had not had the opportunity to come out and do the assessment because it had been too wet, her mother was terminally ill, she did not have sufficient staff to do the assessment and her daughter was getting married; every excuse under the sun was given to them by Mrs. Marston to justify her not doing the assessment. Mrs. Reed commented it was not their fault that Mrs. Marston had not or could not do her job and they should not be penalized for this. Recently they received a bill for back taxes from August 31, 2001 and have been given 30 days to pay them by the Treasurer. Mr. Bowman explained to Mrs. Reed that Mrs. Marston is an elected official and the Board has no control over her office. He did comment that the County has had numerous complaints about the Commissioner but there was nothing the Board could do about the situation. Mr. Bracey interrupted --- Mr. Bowman, stating he did not think this couple was asking that the taxes be removed he felt they were asking for the Commissioner to work with them so they could pay the taxes. It is not their fault that the Commissioner did not do her job and they should not have to come up with all this money in 30 days. Mr. Bracey stated the County Treasurer has worked with people in the past and allowed payments to be made over an extended period of time and these people should be given that opportunity also. He asked the County Administrator if the Treasurer had worked with other people in the past by allowing them to pay their taxes over an extended period of time. The County Administrator pointed out that the couple was not asking that the taxes be removed they intend to pay; they just needed an extension. She stated there have been incidences when the Treasurer has been able to work with individuals in similar cases. Mr. Bowman asked Mr. Bracey if this was a motion. Mr. Bracey responded it certainly was.

Upon motion of Mr. Bracey, Seconded by Mr. Haraway, Mr. Bracey, Mr. Moody, Mr. Clay, Mr. Haraway, Mr. Bowman voting "Aye,"

BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia, instructed the County Administrator to write a letter to the Commissioner

and the Treasurer on behalf of Mr. and Mrs. Jerry Reed asking those offices to work with the couple in order to allow them sufficient time to pay the past two years of real estate taxes on their property located at 20185 Hunnicut Road, Dinwiddie, Virginia, if the problem was created by the County.

2. Loren Million – 25118 Smith Grove Road, Petersburg, Virginia – spoke on behalf of Bryan and Teresa Wallace; he stated they are members in good standing at his Church and he was not opposed to him opening and operating a tattoo parlor in the County.

3. Michael Bratschi - 23500 Cutbank Road, McKenney, Virginia - spoke on the following subjects: a) Under the Freedom of Information Act he requested information on whether Mr. Clay, member of the Board of Supervisors and Mr. McCray, member of the Planning Commission are in violation of the Conflict of Interest Act and "ethics" also; he requested a copy of the contracts and the proposals for the bids. b) Funds County has spent on attorneys for the Virginia Bio Fuels case. c) He discussed the need for new school buildings in the County. d) He stated the Board took the vote on the tattoo parlor issue and it is a mute issue. e) He asked what the "G.P.S." was and how it would work. f) FOIA request for the Board members to supply any documents/information on whether the attorneys or staff of Tidewater Quarry withdrew their request because of the election.

4. Eva Bratschi – 23500 Cutbank Road, McKenney, Virginia – came before the Board stating she was disturbed about the amount of debt the County is in. She also commented she felt a full-time County Attorney would be cheaper than using the present law firm, which represents the county. She also presented the following FOIA requests for a) County Budget b) County outstanding debt to date.

5. Jay Franklin – 25525 Buck Lane, Petersburg, Virginia – spoke on behalf of Bryan Wallace and his request for a Tattoo Parlor.

6. Bryan Wallace – 25520 Doe Drive, Petersburg, Virginia – stated he hoped the Board would reconsider his Tattoo Parlor request soon because he has been paying rent on a building in the County for the past six and a half months.

7. Steve Dixon – 25550 Doe Drive, Petersburg, Virginia - spoke on behalf of Bryan Wallace and his request for a Tattoo Parlor.

Mr. Bracey asked the County Attorney exactly what the Board's action in regard to the public hearing on the Tattoo Parlor was. Ms. Phyllis Katz, County Attorney, requested that the Clerk to the Board read the action on both cases for the Board.

The Clerk stated for Zoning Amendment A-03-3, "Mr. Moody stated, 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 Zoning Amendment A-03-3 be approved by the Board of Supervisors. There was no second. The Chairman declared that the Motion died.

The Clerk stated regarding the action for the addition to the County Code to include the definition of a tattoo parlor to section 22-1, Definitions. Mr. Bowman called for a motion after the Board discussed the issue. There being no motion the Chairman declared the issue dead. Mr. Moody stated he would like to make a motion; however, Mr. Bowman stated it was too late because he had declared the issue dead."

Mr. Bracey commented he hoped the Board's decision had not hurt Mr. Wallace's chance to make a living. This is one of the reasons that the Board needs to have a set of rules to govern the way it votes on issues. He commented he has been the Chairman and it is a difficult position to be in; but he felt it would be easier if they had an established set of rules to govern the Board. Even though there was no second to the motion the Board still should have voted on the issue. A heated discussion ensued between Mr. Bracey and Mr. Bowman regarding the Chairman's call on the two cases. Mr. Bowman stated he was the Chair and he made the decision, and he stood by his decision. The County Attorney was asked what options the Board had regarding the cases. Mrs. Katz stated since the Board took no action under the Code you have a year to make a decision. Continuing, she informed the Board that she was prepared to give legal advice in closed session regarding their options for these cases. Mr. Bracey reiterated, but have we treated Mr. Wallace fairly?

IN RE: PUBLIC HEARING – TO PROHIBIT OR RESTRICT THROUGH TRUCK OR SEMI TRAILER COMBINATION TRAFFIC ON STATE ROUTE 226 (COX ROAD)

This being the time and place as advertised in the Monitor on July 23, 2003 and July 30, 2003, for the Board of Supervisors of Dinwiddie County, Virginia to conduct a Public Hearing to receive public comment on whether the Board will make a formal request to the Commonwealth Transportation Board, or its designee, to prohibit or restrict the use by through traffic (by any truck or truck and trailer or semi trailer combination - but not a pickup or panel truck) on State Route 226 – Cox Road – located in the County.

Mr. W. Kevin Massengill, Assistant County Administrator, gave a brief synopsis of the steps, which have been taken to prohibit truck traffic on Route 226. He commented the General Assembly passed legislation to prohibit or restrict truck traffic on primary highways. He pointed out that after the public hearings have taken place to get input from citizens it would be up to the Board to make a formal request to the Commonwealth Transportation Board, or its designee, to prohibit or restrict the use by through traffic (by any truck or truck and trailer or semi trailer combination – but not a pickup or panel truck) on State Route 226 – Cox Road – located in the County.

Mr. Bowman opened the public hearing for citizen's comments. The following persons spoke in favor of prohibiting or restricting through truck traffic on Route 226:

1. Calvin Milton – 25702 Cox Road, Petersburg, Virginia
2. Michael Bratschi - 23500 Cutbank Road, McKenney, Virginia
3. Betty Bowen – 5110 Sterling Road, Petersburg, Virginia
4. Michelle Parker – 6812 Duncan Road, Petersburg, Virginia
5. Epsie Carter – 5309 Chesdin Road, Petersburg, Virginia
6. Gloria S. Matthews – 5319 Chesdin Road, Petersburg, Virginia

The following persons spoke in opposition to prohibit or restrict the use by through traffic (by any truck or truck and trailer or semi trailer combination) on Route 226:

1. James Harvell – Carson, Virginia
2. J. C. Williams – 4080 Tavern Road, Disputanta, Virginia

Mr. Bowman closed the public hearing.

Mr. Bowman commented there was no intent of the Board to create a hardship on the truck drivers but he had received more complaints about the truck traffic on Rt. 226, since he has been a member on the Board, than any other issue including the proposed quarry. He stated Dinwiddie County is growing and changing and it is not 1960 anymore and things have changed.

Population has increased tremendously with the addition of the subdivisions, which has caused an increase in the possibility of accidents. All we are trying to do is to prevent something from happening and make Dinwiddie a better place to live. You just can't have heavy industrial and residential in the same area without having these problems. He thanked Vulcan for their assistance in posting signs and cooperating with the county also.

Mr. Clay stated he sympathized with the truck drivers because they were just trying to make a living and it would be a hardship for them if they have to travel the extra distance. He commented he wanted to do what is best for the citizens but felt the broken windshields were a result of people following too close to the trucks.

Mr. Haraway commented he had a lot of folks here tonight from his district and the message he heard during the citizen comment period was that they would like to see the Board pursue the matter of restricting through truck traffic on Rt. 226. He asked for a show of hands for anyone who lives in Dinwiddie County that does not want the Board to pursue the elimination of truck traffic (three persons raised their hands). He then asked for those who would favor restricting truck traffic. Mr. Haraway commented this was an indication that the matter should be pursued.

Mr. Bracey voiced his concern that the Board was tampering with the livelihood of a lot of people if it restricted truck traffic on Rt. 226. These truckers don't make any money if their trucks aren't moving and they should choose the closer route, it only makes sense. He also commented the rock quarry was there before the subdivisions were built. He asked do we want to close Vulcan down? The Board should look into this situation a lot closer before it acts on restricting truck traffic because it is a matter of economics.

Mr. Moody said he would like to get some updated information from VDOT before making a decision. Mr. Bowman agreed. He commented he was taken aback because neither the Director of Planning nor VDOT representatives were at the meeting.

The County Administrator stated she did not know that the Board wanted any additional input from them but they would be at the next public hearing.

The next public hearing is scheduled for September 2, 2003 at 7:30 P.M.

IN RE: PUBLIC HEARING – A-03-6 --TO AMEND SECTION 19-168 AND SECTION 19-169 OF ARTICLE XIV OF CHAPTER 19 OF THE DINWIDDIE COUNTY CODE TO ELIMINATE CERTAIN LIMITATIONS RELATING TO THE PARTIAL TAX EXEMPTIONS FOR CERTIFIED POLLUTION CONTROL EQUIPMENT AND FACILITIES LOCATED IN AN ENTERPRISE ZONE AND CERTIFIED RECYCLING EQUIPMENT LOCATED IN AN ENTERPRISE ZONE

This being the time and place as advertised in the Monitor on July 23, 2003 and July 30, 2003, for the Board of Supervisors of Dinwiddie County, Virginia to conduct a Public Hearing to receive public comment on a proposed ordinance of the County of Dinwiddie, Virginia to amend Section 19-168 and Section 19-169 of Article XIV of Chapter 19 of the Dinwiddie County Code to eliminate certain limitations relating to the **partial tax exemptions** for certified pollution control equipment and facilities located in an enterprise zone and certified recycling equipment located in an enterprise zone.

The County Administrator explained what the Board is considering tonight is to lift the caps on the tax exemptions for certified pollution control equipment and facilities located in an enterprise zone and certified recycling equipment

located in an enterprise zone. The changes will eliminate the current limitations in the Enterprise Zone Ordinance on available tax incentives for Certified Recycling and Pollution Control Equipment and provide for a period of incentives corresponding to the original tax incentives.

Mr. Bowman stated he noticed a payment in the amount of \$26,000 to \$28,000 a month that is made to the water authority for the Chaparral project each month on the claims. He asked if the County had gained enough money to completely pay that project off? The County Administrator replied according to the analysis right now, the County could pay that off if that is what the Board desires to do. Mr. Bowman asked what the amount was for the bond issue for that project? Mrs. Ralph stated it was roughly \$5 million dollars. Mr. Bowman requested a detailed list of the original bond issue and the amount owed. The County Administrator replied, since the Board is not taking action tonight on the ordinance, she would get that information to him. He also requested a copy of the original inducement agreement. She replied that the agreement is not public information at this point because it is not finalized; but she would provide a copy to him.

Mr. Bowman opened the public hearing. The following persons came forward to speak in favor of or in opposition to the ordinance.

1. Michael Bratschi - 23500 Cutbank Road, McKenney, Virginia
2. Barbara Wilson – 8804 Duncan Road, Petersburg, Virginia
3. Eva Bratschi - 23500 Cutbank Road, McKenney, Virginia

Mr. Bowman closed the public hearing.

Mr. Bracey asked if there was a simple way to explain what an enterprise zone was? Mr. Bowman requested that the County Attorney prepare a one-page briefing for the next meeting to explain what it is. The Assistant County Administrator stated he would prepare that for the Board and citizens.

The Chairman stated action would be taken on the ordinance at a later date.

IN RE: RESOLUTION – SUPPORT FOR EDUCATION FUNDING FOR VIRGINIA’S STUDENTS

Upon motion of Mr. Clay, Seconded by Mr. Haraway, Mr. Bracey, Mr. Moody, Mr. Clay, Mr. Haraway, Mr. Bowman voting “Aye,” this Education Resolution was adopted:

A RESOLUTION IN SUPPORT OF VIRGINIA’S STUDENTS

Whereas, many students in Virginia’s public schools are at-risk of not learning what is required to earn a high school diploma, enroll in a college or university or enter the job market, and even the successful students who graduate are affected by schools struggling to provide the level of educational quality they need and deserve; and, whereas, teachers often find they do not have the tools or training necessary to teach the subjects mandated for achievement of state standards and teachers’ salaries and the uncertain state support of salaries do not provide the kind of incentives that attract and keep the most talented professionals, and,

Whereas, state funding for public education does not reflect the true cost of constructing, staffing, equipping, operating and maintaining schools that perform at the level needed to support the foundation for standards of quality and learning, and the costs of educating at-risk students create additional fiscal pressures on many school systems, and, whereas, not only are students being left behind, taxpayers are seeing the increasing burden of higher local real estate tax rates as local governments try to pay both their share and the state’s share of

education costs, and, when Virginia's students plan for higher education, they face additional challenges because legislative reports also have verified that appropriate levels of funding have not been achieved for higher education, and one of the worst results of reduced funding for college students is that so many qualified Virginia students are denied admission because the faculty, buildings, and equipment are simply not there to accommodate them, and;

Whereas, the effects of being left behind without a high school diploma or a college degree, especially for an at-risk student, are compelling. A Virginian who has a high school diploma earns a lot more than one who does not. A degree from a community college means more, and a four-year college degree means even more. Education literally pays, in addition to its other quality-of-life benefits.

Therefore be it resolved that, the County of Dinwiddie, Virginia urges the elected members of the General Assembly to commit to work for additional state dollars to fully fund the actual costs of the Standards of Quality and the legislative guidelines for higher education funding. These actions are essential if our elementary, middle and high schools, community colleges and four-year colleges and universities are to meet the following goals:

- Smaller classes in schools and colleges where teachers and faculty can provide students the individual attention they need to learn and graduate on time;
- Sufficient numbers of well-qualified teachers and faculty to give every student the opportunity to graduate from high school and to have access to higher education and opportunities for training and skill development;
- Competitive salaries to attract and keep well-qualified teachers and faculty to help students learn;
- Modern, safe classrooms, laboratories, technology and equipment to provide the environment in which students learn best;
- Accountability and performance measurement at all levels for students, teachers, faculty, administrators and others responsible for helping students learn.

Signature

Title

Organization

Date

IN RE: AUTHORIZATION TO PROCEED WITH PUBLIC AWARENESS CAMPAIGN

The County Administrator commented she did not think there would be a lot of expense to run a few press releases and/or public service announcements for the public awareness campaign for State funding. She asked the Board if they wanted her to proceed with the campaign.

Upon motion of Mr. Bracey, Seconded by Mr. Clay, Mr. Bracey, Mr. Moody, Mr. Clay, Mr. Haraway, Mr. Bowman voting "Aye," the County Administrator was authorized to move forward with the public awareness campaign for State funding.

IN RE: COUNTY ADMINISTRATOR COMMENTS

1. VDOT requested that the Board set some dates to hold a work session in September to discuss the Six-Year Secondary Road Plan and then have the public hearing in October. She suggested that the Board come in early on September 2, 2003 before their regular meeting. The Board agreed.

2. It is time for the County to perform the general reassessment and there should be an RFP that will be going out soon. There would be a request to enter into a contract for those services.

3. A request was enclosed in the Board packets from an organization called "Save Our Kids" (SOK) for a \$1,000 donation to help defray legal expenses for their case against the State (Sexual Predator Program). The County Administrator stated there are some legal requirements that the organization would have to meet and those are outlined in the State Code. The Board suggested that the County Administrator pursue whether the organization is eligible to receive contributions or not. Mrs. Ralph commented that a similar letter was sent to the City of Petersburg Council and they have not met to determine what their official action might be. Mr. Moody suggested that the money might be better spent on lobbying efforts to make sure the General Assembly funds a permanent facility somewhere else. Mr. Bowman pointed out that the General Assembly could also strengthen the laws for enforcing stronger sentencing to make certain the perpetrators are kept in prison instead of having to build these facilities.

4. The Board was requested to check to see if they had any available dates to meet with the School Board to discuss the school improvements.

IN RE: BOARD MEMBER COMMENTS

Mr. Bracey He asked where did the comment come from that the County is broke or in debt? He stated according to the report given by Robinson, Farmer, Cox Associates to the Board the County is doing very healthy financially. He said is it necessary for Administration to meet with individuals to meet with the citizens to straighten out this situation. But as far as he knows this County is doing well. He stated the Bio-Fuels situation does need some explaining, after the attorney finishes with litigation. Mr. Bowman agreed with Mr. Bracey. Mr. Moody stated he echoed Mr. Bracey's sentiments.

Mr. Moody He also commented another thing that keeps' coming up is about the industries leaving after five years because of the big tax breaks. The only tax break they get is if they are in the enterprise zone and even if they leave they still owe the real estate taxes on that building. We lose jobs if they leave but we definitely don't lose revenue.

Mr. Clay He commented he agreed with Mr. Bracey and Mr. Moody. He stated if the County had not had the Attorney's in the Bio-Fuels case defending us the County would owe a lot more money in law suits than we do now.

Mr. Haraway He stated he was concerned that during the Citizens Comment period that people acquire the wrong information and there were a lot of people that left the meeting thinking that the County owes over a million dollars in legal fees. He

asked the Board members to consider having the County Administrator at the conclusion of the comment period when there is a false statement made to have her correct that statement. All of the Board members agreed. Mr. Moody interjected that the comment period is just what it is a citizen comment period and he felt the Board should stick to that.

**IN RE: RESPONSE TO INCORRECT STATEMENTS DURING
CITIZEN COMMENT PERIOD**

Upon motion of Mr. Haraway, Seconded by Mr. Bracey, Mr. Bracey, Mr. Moody, Mr. Clay, Mr. Haraway, Mr. Bowman voting "Aye," the County Administrator was instructed to correct any false statement made by any citizen during the Citizen Comment period.

IN RE: BOARD MEMBER COMMENTS – CONT'

Mr. Bowman He commented he would not be able to attend the next Board meeting on August 19, 2003.

IN RE: CLOSED SESSION

Mr. Clay stated I move to close this meeting in order to discuss matters exempt under section:

Consultation with Legal Counsel - §2.2-3711 A. 7 of the Code of Virginia – to discuss tattoo parlor; Industrial §2.2-3711; A. 5; Personnel §2.2-3711 A. 1 – Revenue Maximization, Buildings and Grounds, Community Service Work Coordinator (Part-time); Acquisition of Property §2.2-3711 A. 3

Mr. Bracey seconded the motion. Mr. Moody, Mr. Clay, Mr. Haraway, Mr. Bowman, Mr. Bracey, voting "Aye", the Board moved into the Closed Meeting at 9:31 P.M.

A vote having been made and approved the meeting reconvened into Open Session at 11:18 P.M.

IN RE: CERTIFICATION

Whereas, this Board convened in a closed meeting under §2.2-3711 A.7 of the Code of Virginia Consultation with Legal Counsel – Tattoo Parlor; Personnel - §2.2-3711 A. 1 – Revenue Maximization, Buildings and Grounds, and Community Service Work Coordinator (Part time); Industrial - §2.2-3711 A. 5; Acquisition of Property - §2.2-3711 A.3.

And whereas, no member has made a statement that there was a departure from the lawful purpose of such closed meeting or the matters identified in the motion were 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. Clay, Seconded by Mr. Moody, Mr. Bracey, Mr. Moody, Mr. Clay, Mr. Haraway, Mr. Bowman voting "Aye," this Certification Resolution was adopted.

**IN RE: AUTHORIZATION TO ADVERTISE BUILDINGS AND
GROUNDS DIRECTOR POSITION**

Upon motion of Mr. Clay, Seconded by Mr. Moody, Mr. Bracey, Mr.

Moody, Mr. Clay, Mr. Haraway, Mr. Bowman voting "Aye," Staff was authorized to advertise the position of Director of Buildings and Grounds which will be vacant September 30, 2003.

IN RE: INFORMATION IN BOARD PACKET OR DISTRIBUTED

1. Letter from County Administrator to Ronald V. Joiner regarding the 2003 Madison Family Reunion in the County.

IN RE: ADJOURNMENT

Upon motion of Mr. Bracey, Seconded by Mr. Haraway, Mr. Bracey, Mr. Moody, Mr. Clay, Mr. Haraway, Mr. Bowman voting "Aye," the meeting adjourned at 11:23 P.M. to be continued until Wednesday, August 13, 2003 at 4:00 P.M. to hold a joint meeting with the School Board to discuss school improvements.


Robert Bowman, IV, Chairman

ATTEST: 
Wendy Weber Ralph
County Administrator

/abr