

VIRGINIA: AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS HELD
IN THE BOARD MEETING ROOM OF THE ADMINISTRATION BUILDING,
DINWIDDIE, VIRGINIA, ON THE 16TH DAY OF SEPTEMBER, 1981,
AT 8:00 P.M.

PRESENT: A.S. CLAY, CHAIRMAN ELECTION DISTRICT #4
G.E. ROBERTSON, JR., VICE-CHAIRMAN ELECTION DISTRICT #2
STEVE WEBER ELECTION DISTRICT #2
G.S. BENNETT, JR. ELECTION DISTRICT #1
M.I. HARGRAVE, JR. ELECTION DISTRICT #3

C.L. MITCHELL SHERIFF
T.O. RAINEY, JR. ASS'T. COM. ATTORNEY

IN RE: MINUTES

Upon motion of Mr. Robertson, seconded by Mr. Hargrave, Mr. Robertson, Mr. Hargrave, Mr. Bennett, Mr. Weber, Mr. Clay voting "aye", the minutes of the August 19, 1981 meeting were approved as presented.

IN RE: CLAIMS

Upon motion of Mr. Weber, seconded by Mr. Bennett, Mr. Weber, Mr. Bennett, Mr. Hargrave, Mr. Robertson, Mr. Clay voting "aye",

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

General Fund checks-numbering 81-1623 through 81-1830 amounting to \$156,045.62; Johnsongrass Control Fund-checks numbering JGC-81-7 thru JGC-81-9 amounting to \$86.20; Library Fund check #LF-81-10 amounting to \$65.29.

IN RE: TREASURER

Mrs. Margaret W. Lewis presented her report for the month of August, 1981.

IN RE: SHERIFF

Sheriff C.L. Mitchell advised the Board that he had hired two new deputies and one dispatcher as budgeted and would appreciate their consideration of his request for additional police vehicles.

IN RE: BUILDING INSPECTOR

Mr. James L. Blaha presented his report for the month of August, 1981.

IN RE: ANIMAL WARDEN

Mr. L.A. Brooks, Jr., presented his report for the month of August, 1981.

IN RE: PUBLIC HEARING--1981 REDISTRICTING PLAN

This being the time and place as advertised in the Progress-Index on Wednesday, September 2, 1981 and Wednesday, September 9, 1981 for the Board of Supervisors to conduct a public hearing to consider for adoption an ordinance to repeal the existing Chapter 7A, of the Code of the County of Dinwiddie, Virginia, relating to elections and the boundaries of election districts and precincts, and adopt a new Chapter 7A, relating to elections and the boundaries of election districts and precincts to be effective at midnight, December 31, 1981.

The County Administrator reviewed the proposed changes in district lines and voting precincts, stating that the boundary

lines were changed as little as possible.

Mr. Emery Veazey asked if there was any division of Election District #2. He was advised there was no division in the proposal being presented.

Mr. Edward Titmus asked what Boards and Commissions would have to be reappointed. The County Administrator advised him that only the School Board would have to be reappointed by December 31, 1981.

Mr. Edward Bracy asked if the proposed plan was the ideal situation. He was advised that it created the least change and was the closest percentage-wise to equal representation per district.

Mr. Robertson moved that the Redistricting Ordinance and plan be adopted as presented. Mr. Weber seconded the motion.

Mr. Hargrave stated that he felt the proposal was a very good plan as it upset voting as little as possible in bringing about equal representation. He further stated that he was sorry the Board could not include five districts for a one-member per district representation.

Mr. Bennett stated that he thought the lines were drawn as simple as they could be and were very identifiable. He further stated that he agreed with the five man district and couldn't see why there would be any opposition.

Mr. Weber stated he felt alot of hard work had gone into the plan and the people were represented equally. However, he indicated he did not want to split District #2. He felt the people were closely united and he did want to disrupt them.

Mr. Bennett asked why Mr. Weber felt it was better to maintain the two-member district.

Mr. Weber stated that he felt the people were working together, and it made a difference to keep the district as one.

Mr. Robertson, Mr. Weber, Mr. Hargrave, Mr. Clay voting "aye", Mr. Bennett voting "nay",

BE IT ORDAINED by the Board of Supervisors of Dinwiddie County, Virginia, that the Dinwiddie County Code, as adopted April 1, 1970, and as heretofore amended, be further amended by the repeal of the existing Chapter 7A. Elections, and the adoption of the following:

Elections

CHAPTER 7A.

ELECTIONS

- 7A-1 Election districts--Number and population.
- 7A-2 Same--Boundaries.
- 7A-3 Precincts--Names, number and polling places.
- 7A-4 Same--Boundaries.
- 7A-5 Effective date of chapter.

Sec. 7A-1. Election districts--Number and population.

Pursuant to authority contained in the Constitution of Virginia and in sections 15.1-37.4 through 15.1-37.7, section 15-571, section 15.1-571.1 and Sections 24.1-17 and 24.1-17.1 of the Code of Virginia and in accordance with the order granted April 2, 1975, in the United States District Court for the Eastern District of Virginia, Richmond Divison, in the case of "M.C. Hardy vs. Board of Supervisors of Dinwiddie County, et al.," 387F. Supp. 1252, the county shall be and is divided into four election districts, as hereinafter set forth, which shall be designated numerically from

Number 1 to Number 4. The election districts, their approximate population and the number of members of the Board of Supervisors allocated to each district are as follows:

<u>District</u>	<u>Population</u>	<u>Number of Board Members</u>
Election District Number 1	4,097	1
Election District Number 2	7,986*	2
Election District Number 3	4,119	1
Election District Number 4	4,180	1

*The population for election district Number 2 excludes 2,220 persons who are residents of Central State Hospital and the Southside Virginia Training Center. The population of election district Number 2 including such persons is 10,206.

Sec. 7A-2. Same--Boundaries.

The boundaries of election districts are described and shown as follows on a certain map entitled "General Highway Map, Dinwiddie County," dated January 1, 1979, prepared by the Virginia Department of Highways and Transportation, Richmond, Virginia, which is hereby adopted by reference:

(a) Election District Number 1. Beginning at the point at which Turkey Egg Creek flows into the Nottoway River; thence northwardly along said creek to State Route #40; thence north-eastwardly along the Darvills Magisterial District line to the point at which Darvills, Rowanty, and Sapony Magisterial Districts converge; thence northwardly along the Darvills Magisterial District line to State Route #613, being the point which Darvills, Namozine, and Rowanty Magisterial Districts converge; thence north-eastwardly along State Route #613, being the Namozine Magisterial District line, to the intersection of said State Route #613 and State Route #628; thence northwardly along State Route #628 to U.S. Highway #460; thence eastwardly along U.S. Highway #460 to State Route #623; thence northwardly along State Route #623 to the point at which Whipponock Creek flows beneath State Route #623; thence northwardly along Whipponock Creek to the boundary line between Dinwiddie and Chesterfield Counties in the Appomattox River; thence westwardly up the Appomattox River being the boundary line between Dinwiddie and Chesterfield Counties, to Namozine Creek; thence southwestwardly along Namozine Creek, being the boundary line between Dinwiddie County and Amelia County and between Dinwiddie County and Nottoway County, to the northwesternmost point of Dinwiddie County; thence southwardly along the boundary line between Dinwiddie County and Nottoway County to the Nottoway River; thence southeastwardly along the Nottoway River to the point of beginning.

(b) Election District Number 2. Beginning at a point on the eastern boundary of Dinwiddie County at the point at which State Route #606 crosses the same; thence northwardly along the boundary line between Dinwiddie County and Prince George County to the boundary line of the City of Petersburg; thence clockwise around the City of Petersburg along the boundary line between the City of Petersburg and Dinwiddie County to the point at which said common boundary line converges with the boundary line of Chesterfield County in the Appomattox River; thence westwardly along the boundary line between Dinwiddie County and Chesterfield County up the Appomattox River to its convergency with Whipponock Creek being the boundary line of Election District Number 1; thence southwestwardly along Whipponock Creek to the point where it crosses under State Route #623; thence southwardly along State Route #623 to its intersection with U.S. Highway #460; thence westwardly along U.S. Highway #460 to its intersection with State Route #628; thence southwardly along State Route #628 to its intersection with State Route #613; thence eastwardly along State Route #613 to its intersection with U.S. Highway #1; thence southwestwardly along U.S.

Highway #1 to its intersection with State Route #660; thence southwardly along State Route #660 to the point at which it crosses Gravelly Run; thence eastwardly along Gravelly Run to the point at which it crosses under State Route #670; thence southwardly along State Route #670 to its intersection with State Route #605; thence eastwardly along State Route #605 to its intersection with State Route #669; thence north-eastwardly along State Route #669 to its intersection with State Route #606; thence eastwardly along State Route #606 to its intersection with State Route #604; thence northwardly along State Route #604 to its northernmost intersection with State Route #606; thence eastwardly along State Route #606 to the point of beginning on the eastern boundary of Dinwiddie County.

(c) Election District Number 3. Beginning at the point on the eastern boundary of Dinwiddie County, on its boundary with Prince George County, at the point at which State Route #606 crosses said eastern boundary of Dinwiddie County; thence southwardly and southwestwardly along the boundary line of Dinwiddie County, along its boundary line with Prince George County and its boundary line with Sussex County to the point at which the boundary line of Rowanty Magisterial District and Spony Magisterial District converge on the southeastern boundary of Dinwiddie County; thence northwestwardly along the boundary line between Rowanty Magisterial District and Spony Magisterial District to the point at which same reaches State Route #650; thence northeastwardly along State Route #650 to its intersection with State Route #656; thence northwardly along State Route #656 to its intersection with U.S. Highway #1; thence north-eastwardly along U.S. Highway #1 to the point at which it crosses over Stony Creek; thence northwestwardly along Stony Creek to its confluence with Chamberlains Bed Creek; thence northwestwardly up Chamberlains Bed Creek to the point at which it crosses under State Route #645; thence northwardly along State Route #645 to State Route #613; thence eastwardly along State Route #613 to its intersection with U.S. Highway #1; thence southwardly along U.S. Highway #1 to its intersection with State Route #660; thence southwardly along State Route #660 to the point at which it crosses Gravelly Run; thence eastwardly along Gravelly Run to the point at which it crosses under State Route #670; thence southwardly along State Route #670 to its intersection with State Route #605; thence eastwardly along State Route #605 to its intersection with State Route #669; thence northeastwardly along State Route #669 to its intersection with State Route #606; thence eastwardly along State Route #606 to its intersection with State Route #604; thence northwardly along State Route #604 to its northernmost intersection with State Route #606; thence eastwardly along State Route #606 to the point of beginning on the eastern boundary of Dinwiddie County.

(d) Election District Number 4. Beginning at the point at convergence between Rowanty Magisterial District and Spony Magisterial District on the southeastern boundary line of Dinwiddie County, its common boundary line with Sussex County; thence northwestwardly along the boundary line between Rowanty Magisterial District and Spony Magisterial District to State Route #650; thence north-eastwardly along State Route #650 to State Route #656; thence northwardly along the boundary line of Election District Number 3 to State Route #613; thence southwestwardly along the boundary line between Rowanty Magisterial District and Namozine Magisterial District to the convergency of said district line with the eastern boundary line of Darvills Magisterial District; thence southwardly along the boundary lines between Darvills Magisterial District and Rowanty Magisterial District to its convergency with the boundary line of Spony Magisterial District on State Route #650; thence southwestwardly along the boundary line between Darvills Magisterial District and Spony Magisterial District to the Nottoway River; thence southeastwardly along the Nottoway River to the point at which the boundary lines of Greenville, Dinwiddie, and Sussex Counties converge; thence northeastwardly along the boundary line between Dinwiddie County and Sussex County to the point of beginning.

Sec. 7A-3. Precincts--Names, number and polling places.

The numbers and names of the precincts constituting the various election Districts shall be as follows:

<u>Precinct</u>	<u>Polling Place</u>
ELECTION DISTRICT NUMBER 1	
Number 101, Darvills	Darvills Community Center
Number 102, White Oak	Allen's Store
Number 103, Church Road	Midway Elementary School
ELECTION DISTRICT NUMBER 2	
Number 201, Rohoic	Rohoic Elementary School
Number 202, Brickwood	The Rock Church
Number 203, Edgehill	Namozine Volunteer Fire Dept.
Number 204, New Hope	St. John's Recreation Hall
ELECTION DISTRICT NUMBER 3	
Number 301, Dinwiddie	Dinwiddie County Government Center
Number 302, Reams	Baird's Store
ELECTION DISTRICT NUMBER 4	
Number 401, Cherry Hill	Old Hickory Hunt Club Building
Number 402, McKenney	McKenney Town Hall
Number 403, Rocky Run	Rocky Run United Methodist Church

Sec. 7A-4. Same--Boundaries.

The boundaries of the precincts are described and shown as follows on the map which is hereby adopted by reference;

(a) Darvills Precinct, number 101. Beginning at the point at which Turkey Egg Creek enters the Nottoway River; thence northwardly and northeastwardly along the boundary line between Darvills Magisterial District and Sapony Magisterial District to the point which is the point of convergency between Darvills, Sapony, and Rowanty Magisterial Districts; thence northwardly along the boundary line between Darvills Magisterial District and Rowanty Magisterial District to the point at which it crosses Butterwood Creek; thence westwardly up Butterwood Creek to the western boundary line of Dinwiddie County; thence southwardly along the common boundary line between Dinwiddie County and Nottoway County to the Nottoway River; thence southeastwardly along the Nottoway River to the point of beginning.

(b) White Oak Precinct, Number 102. Beginning at the point on the boundary line between Darvills Magisterial District and Rowanty Magisterial District at which Butterwood Creek crosses said line; thence northwardly along the boundary line of Darvills Magisterial District to Namozine Creek; thence southwestwardly along Namozine Creek to the northwesternmost point of Dinwiddie County; thence southwardly along the common boundary line between Dinwiddie County and Nottoway County to the point at which Butterwood Creek crosses said boundary; thence eastwardly along the Butterwood Creek to the point of beginning on the boundary line between Darvills Magisterial District and Rowanty Magisterial District.

(c) Church Road Precinct, Number 103. Beginning at the point on the eastern boundary of Darvills Magisterial District at the point at which Namozine, Darvills and Rowanty Magisterial Districts converge; thence northeastwardly along the boundary line between Namozine Magisterial District and Rowanty Magisterial District to State Route #628; thence northwardly along State Route #628 to its intersection with U.S. Highway #460; thence eastwardly along U.S. Highway #460 to its intersection with State Route #623; thence northwardly along State Route #623 to the point at which it

crosses Whipponock Creek; thence northeastwardly along Whipponock Creek to the boundary line between Dinwiddie County and Chesterfield County in the Appomattox River; thence northwestwardly up the Appomattox River along the boundary line between Dinwiddie County and Chesterfield County to a point at which Namozine Creek enters the Appomattox River; thence southwestwardly along Namozine Creek to the boundary line of Darvills Magisterial District; thence southwardly along the common boundary line between Darvills Magisterial District and Namozine Magisterial District to the point of beginning.

(d) Rohoic Precinct, Number 201. Beginning at the intersection of State Route #628 and State Route #613; thence eastwardly along State Route #613 to its intersection with U.S. Highway #1; thence southwestwardly along U.S. Highway #1 to its intersection with State Route #660; thence southwardly along State Route #660 to the point at which it crosses the Seaboard Coastline Railway; thence northeastwardly along the existing Seaboard Coastline Railway and continuing along the road bed of the old Seaboard Airline Railway to State Route #670; thence northwardly along State Route #670 to its intersection with U.S. Highway #1; thence northeastwardly along U.S. Highway #1 to the point where it crosses the Norfolk and Western Railway; thence westwardly along the Norfolk Western Railway to State Route #623; thence southwardly along State Route #623 to its intersection with U.S. Highway #460; thence westwardly along U.S. Highway #460 to its intersection with State Route #628; thence southwardly along State Route #628 to State Route #613 and the point of beginning.

(e) Brickwood Precinct, Number 202. Beginning at the intersection of State Route #226 and State Route #600; thence northwestwardly along State Route #600 to the boundary line between Dinwiddie County and Chesterfield County at the Appomattox River; thence westwardly along the boundary line between Chesterfield County and Dinwiddie County in the Appomattox River to the point at which Whipponock Creek enters the Appomattox River; thence southwestwardly up Whipponock Creek to the point at which it crosses State Route #623; thence southeastwardly along State Route #623 to the point at which it crosses the Norfolk and Western Railway; thence eastwardly along the Norfolk and Western Railway to the point at which same crosses under State Route #226; thence northeastwardly along State Route #226 to the point of beginning.

(f) Edgehill Precinct, Number 203. Beginning at the Appomattox River at the point at which the boundary line of Dinwiddie and Chesterfield Counties and the City of Petersburg converge; thence southwardly along the boundary line between the City of Petersburg and Dinwiddie County to the Norfolk and Western Railway; thence westwardly along the Norfolk and Western Railway to the point where it crosses under State Route #226 (Cox Road); thence northeastwardly along State Route #226 to its intersection with State Route #600; thence northwestwardly along State Route #600 to the boundary line between Dinwiddie County and Chesterfield County at the Appomattox River; thence eastwardly along the boundary line between Chesterfield County and Dinwiddie County in the Appomattox River to the point at which the boundary line of Dinwiddie and Chesterfield Counties and the City of Petersburg converge, being the point of beginning.

(g) New Hope Precinct, Number 204. Beginning at the point at which the Norfolk and Western Railway crosses the boundary line between the City of Petersburg and the County of Dinwiddie; thence westwardly along the Norfolk and Western Railway to the point where it crosses under U.S. Highway #1; thence southwestwardly along U.S. Highway #1 to its intersection with State Route #670; thence southwardly along State Route #670 to the point where it crosses the old roadbed of Seaboard Airline Railroad; thence southwestwardly along the old roadbed of Seaboard Airline Railroad to the point where it converges with the existing Seaboard Coastline Railway; thence southwestwardly along the Seaboard Coastline Railway to the point at which it crosses State Route #660; thence south-

wardly along State Route #660 to the point at which it crosses Gravelly Run; thence eastwardly along Gravelly Run to the point at which it goes under State Route #670; thence southwardly along State Route 670 to its intersection with State Route #605; thence eastwardly along State Route #605 to its intersection with State Route #669; thence northeastwardly along State Route #669 to its intersection with State Route #606; thence eastwardly along State Route #606 to its intersection with State Route #604; thence northwardly along State Route #604 to its northernmost intersection with State Route #606; thence eastwardly along State Route #606 to the point at which it crosses the boundary line between the County of Dinwiddie and the County of Prince George; thence northwardly along the boundary line between the County of Dinwiddie and the County of Prince George to the point where the boundary line of the City of Petersburg and the County of Dinwiddie and the County of Prince George converge; thence along the boundary line between the City of Petersburg and the County of Dinwiddie, to the point of beginning.

(h) Dinwiddie Precinct, Number 301. Beginning at the intersection of U.S. Highway #1 and State Route #613; thence westwardly along State Route #613 to its intersection at Five Forks with State Route #627 and State Route #645; thence southwardly along the boundary line between Election District Number 3 and Election District Number 4 to State Route #650; thence southwestwardly along State Route #650 to the boundary line between Rowanty Magisterial District and Spony Magisterial District; thence eastwardly along the boundary lines between Rowanty Magisterial District and Spony Magisterial District to State Route #609; thence northwardly along State Route #609 to its intersection with State Route #670; thence northwardly along State Route #670 to the point where it crosses Gravelly Run; thence northwestwardly along Gravelly Run to the point at which it goes under State Route #660; thence northwardly along State Route #660 to its intersection of U.S. Highway #1; thence northwardly along U.S. Highway #1 to its intersection with State Route #613 and the point of beginning.

(i) Reams Precinct, Number 302. Beginning at the point at which State Route #606 crosses the eastern boundary line of Dinwiddie County, being a common boundary line with Prince George County; thence southwardly along the boundary line between Dinwiddie County and Prince George County to its convergence with the boundary line of Sussex County; thence southwestwardly along the boundary line between Dinwiddie County and Sussex County to the boundary line between Rowanty Magisterial District and Spony Magisterial District; thence northwestwardly along the boundary line between Rowanty Magisterial District and Spony Magisterial District to State Route #609; thence northwardly along State Route #609 to its intersection with State Route #670; thence northwardly along State Route #670 to its intersection with State Route #605; thence eastwardly along State Route #605 to its intersection with State Route #669; thence northeastwardly along State Route #669 to its intersection with State Route #606; thence eastwardly along State Route #606 to its intersection with State Route #604; thence northwardly along State Route #604 to its northernmost intersection with State Route #606; thence eastwardly along State Route #606 to the boundary of Prince George County and the point of beginning.

(j) Cherry Hill Precinct Number 401. Beginning on the boundary line between Rowanty Magisterial District and Spony Magisterial District at the intersection of State Route #650 and State Route #709 at DeWitt; thence southwardly along State Route #709 to State Route #609; thence southwestwardly along State Route #609 to the Nottoway River, boundary line between Dinwiddie County and Brunswick County; thence southeastwardly along the Nottoway River to the point at which the boundary lines between Dinwiddie, Sussex, and Greenville Counties converge; thence northeastwardly along the boundary line between Dinwiddie County and Sussex County to the boundary line between Rowanty Magisterial District and Spony Magisterial District; thence westwardly along the boundary line between Rowanty Magisterial District and Spony Magisterial

District to the point of beginning.

(k) McKenney Precinct, Number 402. Beginning at the point at which State Route #609 crosses the Nottoway River, boundary line between Brunswick County and Dinwiddie County; thence northeastwardly up State Route #609 to State Route #709; thence northwardly along State Route #709 to the boundary line between Rowanty Magisterial District and Sapony Magisterial District, intersection with State Route #709 and State Route #650; thence southwestwardly along the boundary between Rowanty Magisterial District and Sapony Magisterial District to the point at which said boundary line converges with the boundary line of Darvills Magisterial District; thence southwestwardly and southwardly along the boundary line between Sapony Magisterial District and Darvills Magisterial District to the Nottoway River, boundary line between Dinwiddie County and Brunswick County; thence southeastwardly along the Nottoway River to the point of beginning.

(l) Rocky Run Precinct, Number 403. Beginning at the point of convergence between Darvills, Rowanty, and Sapony Magisterial Districts; thence northwardly along the boundary line between Darvills Magisterial District and Rowanty Magisterial District to the point at which same converges with Namozine Magisterial District; thence northeastwardly along the boundary line between Namozine Magisterial District and Rowanty Magisterial District to the boundary line of Election District Number 3 at the intersection of State Route #613 and State Route #645; thence southwardly along the boundary line between Election District Number 3 and Election District Number 4 to State Route #650; thence westwardly along State Route #650 to the boundary line between Rowanty Magisterial District and Sapony Magisterial District; thence westwardly along the boundary line between Rowanty Magisterial District and Sapony Magisterial District to the point of beginning.

Sec. 7A-5. Effective date of chapter.

This chapter, as hereby amended, shall be effective December 31, 1981, at midnight.

IN RE: LAKE CHESDIN ORDINANCE AMENDMENT

As instructed by the Board at the August 19, 1981 meeting, the County Administrator presented a letter from the County Attorney addressing those concerns expressed at the public hearing to amend the ordinance concerning recreational use of Lake Chesdin.

Mr. Elder stated that he had talked with the County Attorney from Chesterfield and both felt it necessary to have identical ordinances. As for enforcement, he indicated the Commission of Game and Inland Fisheries and Chesterfield County authorities would use radar if necessary. He also stated in his letter that reckless operation of a boat is already covered by State statutes.

Mr. Bennett stated that he had received input from a citizen prior to the meeting who lived on Lake Chesdin and owns a jet boat. The individual was very disturbed about (b) and (c) in the amendment. He felt recklessness was more of a problem than speeding.

Mr. Donald Andrews stated that he felt the Board needed to do a little more soul searching before making a decision. He felt the boats were not causing the problem.

Mr. Weber stated that he felt 45 MPH was too fast for boats to be travelling on Lake Chesdin. He felt some control was needed and that the amendment should be adopted.

Mr. Robertson stated that this amendment would not affect the recklessness concern; however, it would give all concerned a mutual goal. He also indicated that it would be hard for the enforcement authorities if the Counties did not have

the same ordinances. He stated that he agreed with the Game Commission and the Appomattox River Water Authority. He felt the Board should be cognizant of the water source for a large area and the Appomattox River Water Authority indicated they felt the ordinance was needed. He would, therefore, encourage the Board to adopt the amendment.

Mr. Hargrave stated that he agreed speeding was not the problem.

Mr. Robertson moved that the amendment be adopted. Mr. Weber seconded the motion. Mr. Hargrave amended the motion to adopt the amendment by deleting (b) and (c). Mr. Bennett seconded the amendment. Mr. Bennett, Mr. Hargrave, voting "aye", Mr. Weber, Mr. Robertson, Mr. Clay voting "nay", the amendment was defeated.

Mr. Robertson, Mr. Weber, Mr. Hargrave, Mr. Clay voting "aye", Mr. Bennett voting "nay",

BE IT ORDAINED by the Board of Supervisors of Dinwiddie County, Virginia, that the Dinwiddie County Code, as adopted April 1, 1970, and as heretofore amended, be further amended to add Section 12-7 relating to the recreational or other use of Lake Chesdin by the public and to provide for a penalty as follows:

Chapter 12 - Offenses - Miscellaneous

Section 12-7. Restrictions on recreational or other use of Lake Chesdin.

(a) For the purposes of this section, "motorboat" shall mean any watercraft, of any description, propelled by machinery whether or not such machinery is the principal source of propulsion.

(b) It shall be unlawful for any person to operate a motorboat on Lake Chesdin at a speed in excess of forty-five (45) miles per hour.

(c) It shall be unlawful for any person to operate a motorboat on Lake Chesdin which motorboat is equipped with a motor or engine that expels exhaust directly into the atmosphere.

(d) It shall be unlawful for any person to operate a motorboat on, to swim in, or to otherwise use Lake Chesdin for recreational or other purposes, within a distance of 300 feet from the George F. Brasfield Dam.

(e) It shall be unlawful for any person to use the George F. Brasfield Dam for recreational or other purposes.

(f) Any person who violates any provision of this section shall be guilty of a misdemeanor punishable by a fine of not more than fifty dollars.

(g) Nothing in this section shall be construed to apply to any person performing any official duty pertaining to the operation or maintenance of Lake Chesdin or the George F. Brasfield Dam, or pertaining to the enforcement of this section.

IN RE: LAKE CHESDIN BOAT LANDING CONTRACT

The County Administrator presented a brief summary of the results of a 35 day experiment of charging a \$1.00 parking fee at the Lake Chesdin Boat Landing. Overall results were good as vandalism was reduced and overall agency cooperation and attention to the area was improved. Since the boat landing contract with

the Commission of Game and Inland Fisheries comes up for automatic renewal November 1st unless a 30 day notice is given, the County Administrator advised the Board that action was needed at this meeting. He further advised the Board that they had basically three alternatives:

1. Terminate the contract and close the boat landing.
2. Operate the boat landing with an attendant.
3. Open and close the gate only at specified times, with no attendant.

The County Administrator stated that the Game Commission should be made aware of the Board's desire.

Mr. Clay made a suggestion that someone be contracted with to lease the Boat Landing with the proceeds to be used as the individual's income. The individual could also set up concession stands or sell bait.

Mr. Weber stated that he had listened to the comments concerning the 35-day experiment and he did not want to see the Boat Landing closed. He indicated that he liked Mr. Clay's suggestion of contracting with someone to lease the boat landing. He stated that he felt the users of the ramp would not object to paying a fee and he felt some county money should be used to keep the landing open for the public to use.

Mr. Robertson then read the contract with the Commission of Game and Inland Fisheries. He stated he also favored the suggestion of someone operating the boat landing on a lease basis if an individual would be willing to. However, he felt County tax money should not be used to maintain it.

Mr. Hargrave stated that he had no problem with the contract with the Commission of Game and Inland Fisheries. He also indicated that he would like to see someone lease the boat landing and the users pay for the service. He stated he agreed that the Commission should be alerted to the Board's intentions.

The Chairman instructed the County Administrator to notify the Commission of Game and Inland Fisheries of the Board's desire to make changes in the Boat Landing contract for action before the November 1 renewal date or to extend the renewal date if necessary.

IN RE: AIRPORT AUTHORITY--APPLICATION FOR ACCESS ROAD FUNDS

The Director of Planning appeared before the Board to discuss the Airport Authority's desire to submit an application for access road funds to make improvements on the entrance road to the Airport off U.S. #1. He advised the Board that the only possible costs he could envision would be the relocation of utilities and purchase of a small portion of land to make these improvements. Mr. Loid Hodnett, a member of the Authority stated that the Authority was authorized to commit reimbursement of funds if any were expended; however, he felt there should not be any needed.

Mr. Hargrave asked if the county could approve the submission of an application by the Airport Authority with the assurance that no County monies would have to be expended. The Director of Planning stated that the improvements could be designed so there would not have to be any property acquisition; however, it would not be the most desirable design. He further stated that there would be some highway engineering costs. He also indicated that the future goal was to establish a main entrance off Route 460.

Upon motion of Mr. Weber, seconded by Mr. Bennett, Mr. Weber, Mr. Bennett, Mr. Robertson, Mr. Hargrave, Mr. Clay voting "aye", the following resolution was adopted:

WHEREAS, the 1980 General Assembly amended Section 33.1-221 of the Code of Virginia (1950) relating to the fund for construction of industrial access roads within the counties, cities and towns of the Commonwealth to include access roads to publicly owned airports; and

WHEREAS, the Petersburg Municipal Airport is a publicly owned airport located entirely within the County of Dinwiddie; and

WHEREAS, the present access road (Route 641) entrance serving the Petersburg Municipal Airport poses a safety hazard to vehicular traffic entering and leaving the Airport; and

WHEREAS, the Resident Office of the Virginia Department of Highways and Transportation has reviewed and proposed entrance modifications which are the minimum standards to provide a significant increase in the safety factor for vehicular traffic entering and leaving the Airport.

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the Virginia Department of Highways and Transportation be requested to fund those improvements recommended by the Resident Office of the Virginia Department of Highways and Transportation to improve the safety of vehicular ingress/egress to the Airport.

IN RE: BOARD REQUIRES APPROVAL OF ENTRANCE MODIFICATIONS

Upon motion of Mr. Robertson, seconded by Mr. Hargrave, Mr. Robertson, Mr. Hargrave, Mr. Weber, Mr. Bennett, Mr. Clay voting "aye",

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that before funds are obligated, before contracts are assigned, and before agreements are entered into, that the approval of this board be obtained.

IN RE: APPOINTMENTS--APPOMATTOX BASIN INDUSTRIAL DEVELOPMENT CORPORATION

Mr. Robertson nominated Mr. Jack DeBoer for reappointment. Mr. Bennett nominated Mr. Lynwood Inge for reappointment. Mr. Weber nominated Mr. Donald Williams for reappointment. Appointments to the remaining three vacancies were postponed.

Mr. Robertson, Mr. Weber, Mr. Hargrave, Mr. Bennett, Mr. Clay voting "aye", Mr. Jack DeBoer, Mr. Lynwood Inge and Mr. Donald Williams were appointed to the Appomattox Basin Industrial Development Corporation, terms expiring September 30, 1982.

IN RE: CPDC COMMUNITY RESOURCES ADVISORY COUNCIL

The appointment to the CPDC Community Resources Advisory Council was postponed pending further guidance from the Crater Planning District Commission.

IN RE: REPORT ON POLICE VEHICLES

The County Administrator advised the Board that he was unable to obtain bids on police vehicles for this meeting as the car dealers had not obtained the specifications on police vehicles for 1982. Therefore, he had solicited bids to be returned on October 1, 1981 which will be presented for the Board's consideration at the October 7, 1981 meeting.

IN RE: MUTUAL AID AGREEMENT--CHESTERFIELD COUNTY

Wendy Quesenberry, Deputy Coordinator, presented a mutual aid agreement between the County of Chesterfield and the localities of Petersburg, Colonial Heights, Hopewell, Prince George, and Dinwiddie County. She advised the Board that this agreement was separate from and in addition to the agreement approved in December

of 1980. Because Chesterfield County could not enter into that agreement, they have submitted one in addition for the Board's consideration, which is only between Chesterfield County and the other localities named.

Mr. Hargrave asked if Chesterfield had submitted a contact list like the other localities had done in the original agreement. Mrs. Quesenberry stated they had not because an operational plan was not included but she was sure they would be glad to provide the information.

Upon motion of Mr. Robertson, seconded by Mr. Hargrave, Mr. Robertson, Mr. Hargrave, Mr. Bennett, Mr. Weber, Mr. Clay voting "aye", the Chairman was authorized to sign the following agreement:

THIS AGREEMENT, made this 16th day of September, 1981, by and between the City of Colonial Heights, the City of Petersburg, the City of Hopewell, the County of Dinwiddie, the County of Prince George and the County of Chesterfield, Virginia.

W I T N E S S E T H

WHEREAS, it has been determined that the provision of Emergency Services across jurisdictional lines in emergencies will increase the ability of the parties to preserve the health, safety and welfare of the citizens of the tri-cities area and adjoining counties; and

WHEREAS, Section 44-146.20 of the Code of Virginia, 1950 as amended, authorizes local governments to establish and carry into effect a plan to provide mutual aid.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. That the parties hereto will endeavor to provide emergency services support to the jurisdictions which are parties to this agreement within the capabilities available at the time the request for such support is made. "Emergency services" in this Agreement is defined as fire-fighting services, police services, rescue services, communications, radiological and chemical accident services and the administration of approved state and federal disaster recovery and assistance programs.

2. That nothing contained in this agreement should in any manner be construed to compel any of the parties hereto to respond to a request for emergency services support when the apparatus of the jurisdiction to whom the request is made is, in the opinion of that jurisdiction, needed or is being used within the boundaries of that jurisdiction, nor shall any such request compel the requested jurisdiction to continue to offer emergency services support in another jurisdiction when its apparatus or equipment is, in the opinion of the requested jurisdiction, needed for any reason within the boundaries of its jurisdiction.

3. That no party to this agreement shall be liable to any other party hereto for any loss, damage, personal injury or death to emergency services support personnel or equipment resulting for the performance of any services under this agreement, whether such loss, damage, injury or death shall occur within or without the jurisdictional boundaries of the respective parties hereto.

4. The services performed and expenditures made under this agreement shall be deemed for public and governmental purposes and all immunities from liability enjoyed by the local government within its boundaries shall extend to its participation in rendering emergency assistance outside its boundaries. It is understood that for the purposes of this agreement, the responding party is rendering aid once it has entered the jurisdictional boundaries of the party receiving assistance.

5. That there shall be no liability to any of the par-

ties hereto for reimbursement for injuries to apparatus, equipment or personnel occasioned by a response, or for injuries to such apparatus, equipment or personnel incurred when going to or returning from another jurisdiction.

6. That each party requesting assistance under the terms of this agreement agrees to pay the actual cost of specialized agents such as foam, light water, etc., or other expended consumable supplies, which are used in providing emergency services within its jurisdiction.

7. That any party hereto desiring to request assistance pursuant to the terms and conditions of this agreement shall make such request to the ranking operational duty officer or to the chief executive officer of each party hereto.

8. The personnel of any party rendering assistance to a jurisdiction requesting assistance under this agreement shall render such assistance under the direction of the appropriate official designated by the requesting jurisdiction; provided, however, that the ultimate control of the personnel of any party rendering assistance shall be by the officers or supervisors of such personnel.

9. That the parties contracting hereto recognize that they are each fully capable of providing independent services to adequately serve their respective political subdivisions.

10. The governing bodies of the County and the City each agree that this agreement shall not be used against the County in any future annexation proceedings nor shall any cooperative undertaking arising out of this agreement be used against the County in any future annexation proceedings. This cooperative agreement is entered into in furtherance of the policies set forth in Section 15.1-1041(6)(v) of the Code of Virginia, 1950, as amended, and shall be without prejudice to the County.

11. This agreement may be amended or modified by the mutual consent of all of the parties hereto and any party to this agreement may withdraw from this agreement at any time by giving thirty (30) days written notice to that effect to the other parties hereto.

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

IN RE: KENNEL LICENSE AMENDMENT

Mr. Robertson stated that he was placed on the agenda at the last meeting to discuss kennels in subdivisions. Because kennels in subdivisions were causing a great deal of concern to some residents, he asked that the Board request the County Attorney to draft an amendment to the ordinance which prohibits the issuance of a kennel tag in a subdivision.

Mr. Donald Andrews stated that animal control was needed in the County and he would provide the Board with information on total dog control. Mr. Weber stated that he also felt animal control was needed in the County.

IN RE: LEW JONES SUBDIVISION--DISCUSSION OF ROAD SYSTEM

Mr. Clay asked what was being done towards improving the roads in the Lew Jones Subdivision in reference to the money in an escrow account. He stated he had been contacted by the residents of the subdivision, and they were very anxious to have something done before the winter season.

The Director of Planning stated he had viewed the roads with the Highway Department Resident Engineer who felt there was enough money in the escrow account to finish the project, hopeful before the winter season.

IN RE: EXECUTIVE SESSION

Upon motion of Mr. Robertson, seconded by Mr. Weber, Mr. Robertson, Mr. Weber, Mr. Hargrave, Mr. Bennett, Mr. Clay voting "aye", pursuant to Sec. 2.1-344(1) of the Virginia Freedom of Information Act, the Board moved in to Executive Session at 9:50 P.M. to discuss personnel matters. The meeting reconvened into Open Session at 10:44 P.M.

IN RE: COST ALLOCATION PLAN - 1981

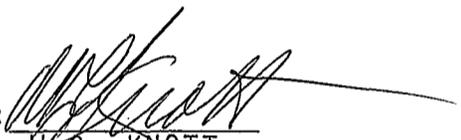
The County Administrator presented two proposals to prepare the cost allocation plan for Dinwiddie County for 1981. The two firms to be considered are: David M. Griffith & Assoc., and Robinson, Farmer, and Cox.

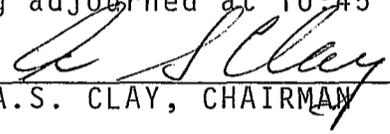
Upon motion of Mr. Weber, seconded by Mr. Hargrave, Mr. Weber, Mr. Hargrave, Mr. Robertson, Mr. Clay voting "aye", Mr. Bennett voting "nay", the firm of David M. Griffith and Assoc. was awarded the contract to prepare the 1980-81 Cost Allocation Plan for the County of Dinwiddie.

IN RE: ADJOURNMENT

Upon motion of Mr. Weber, seconded by Mr. Robertson, Mr. Weber, Mr. Robertson, Mr. Hargrave, Mr. Clay voting "aye", Mr. Bennett voting "nay", the meeting adjourned at 10:45 P.M.

ATTEST:


W.C. KNOTT


A.S. CLAY, CHAIRMAN