VIRGINIA: AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS HELD IN THE BOARD MEETING ROOM OF THE ADMINISTRATION BUILDING, DINWIDDIE, VIRGINIA, ON THE 15TH DAY OF DECEMBER, 1982 AT 8:00 P.M.

PRESENT:	G.E. ROBERTSON, JR., CHAIRMAN	ELECTION DISTRICT #2
	STEVE WEBER, VICE-CHAIRMAN	ELECTION DISTRICT #2
	G.S. BENNETT, JR.	ELECTION DISTRICT #1
	M.I. HARGRAVE, JR.	ELECTION DISTRICT #3
	A.S. CLAY	ELECTION DISTRICT #4
	T.O. RAINEY, III	ASS'T. COMMONWEALTH ATTORNEY
	JOHN R. HODGES	DEPUTY SHERIFF

IN RE: MINUTES

Upon motion of Mr. Bennett, seconded by Mr. Hargrave, Mr. Bennett, Mr. Hargrave, Mr. Weber, Mr. Clay, Mr. Robertson voting "aye", the minutes of the December 1, 1982 regular meeting and the December 6, 1982 special meeting were approved as presented.

IN RE: CLAIMS

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

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

General Fund checks-numbering 82-2477 through 82-2618 amounting to $54,370.48; Law Library Fund checks-number LF-82-22 and LF-82-23 amounting to $107.58.

IN RE: JIM WILLIAMS--EXTENSION AGENT

Mr. Jim Williams, Extension Agent, appeared before the Board to advise them that beginning January 1, 1983, he would be taking a two-year educational leave. He thanked the Board for their cooperation and support, stating he had enjoyed working in the County and was looking forward to returning to the area.

IN RE: PRESENTATION OF AUDIT

Mr. Walter E. Cox, Robinson, Farmer, Cox and Associates, appeared before the Board to present the 1981-82 audit. He added that a Statement of the Treasurer's Accountability to the County had been prepared, which the Board should approve for publication. Mr. Cox also advised that the Comparative Cost Report for the County has been filed, and he would be glad to have the ten-year summary of fund balances updated if the Board desired. Mr. Cox praised the employees of the County, who maintain the financial records, on their competence and ability to comply with accounting standards.

He pointed out that the figures stated for the undesignated fund balance is inflated approximately $300,000 because of the new accounting procedures, and the Board should keep this in mind when comparing figures with the ten-year summary. Mr. Hargrave asked Mr. Cox if he would note that difference on the summary when it was prepared. The County Administrator asked that a copy of the detailed working papers be sent and that the ten-year summary of fund balances be updated as it has in the past. Mr. Cox stated he would try to get that out by the first of the year.

Upon motion of Mr. Weber, seconded by Mr. Clay, Mr. Weber, Mr. Clay, Mr. Bennett, Mr. Hargrave, Mr. Robertson voting "aye", the County Administrator was authorized to publish the Statement of the Treasurer's Accountability to the County.

IN RE: TREASURER

Mrs. Margaret W. Lewis presented her report for the month of November, 1982.

IN RE: APPROVAL OF AGENTS TO SELL DOG TAGS

The County Administrator presented a request from the Treasurer for approval of the businesses and individuals that will act as agents for the Treasurer to sell dog tags. In addition, she requested approval to require a personal bond of $5,000 on each agent. The County Administrator indicated this would be at no additional cost to the individual.

Mr. Robertson asked if the bond would be on the individual and not the corporation. The County Administrator stated that was correct.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the following businesses and individuals are authorized to act as agents for the Treasurer to sell county dog tags:

Edgehill Hardware (John B. Howerton & Donny Williams)
Wallace's Grocery (Robert Wallace)
Ford Grocery - (John W. & Diane Bishop)
Bolster's Store (D.M. Barnes); and

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the Treasurer is authorized to require a $5,000 personal bond of each agent.

IN RE: APPROVAL OF AGENTS TO SELL COUNTY AUTO TAGS

The County Administrator presented a request from the Treasurer for approval of the businesses and individuals that will act as agents for the Treasurer to sell county auto tags. In addition, he indicated they were reviewing the bonding requirements with the County's insurance agent and did not have a recommendation at this time.

Upon motion of Mr. Weber, seconded by Mr. Hargrave, Mr. Weber, Mr. Hargrave, Mr. Clay, Mr. Bennett, Mr. Robertson voting "aye", the following businesses and individuals were authorized to act as agents for selling county auto tags:

Namozine VFD; Gibbs Store (Deborah S. & Alan W. Smith); and

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the Treasurer be authorized to require the proper bond needed as determined by discussions with the County's insurance agent.

IN RE: PUBLIC HEARING--P-82-8--R. BEASLEY JONES

This being the time and place as advertised in the Progress-Index on Wednesday, December 1, 1982 and Wednesday, December 8, 1982 for the Board of Supervisors to conduct a public hearing to consider for adoption an ordinance to amend the Dinwiddie County Code by changing the district classification of Section 45, Parcels 35A and 36 from Residential Limited R-1 to Business, General B-2.

The Director of Planning presented the application and reviewed the action taken by the Planning Commission wherein they recommended approval at their November 10, 1982 meeting.

Mr. Beasley Jones appeared in support of his rezoning request. No one appeared in opposition.

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

BE IT ORDAINED by the Board of Supervisors of Dinwiddie County, Virginia that the County Zoning Map be amended by changing the district classification of section 45, parcels 35A and 36 from Residential, Limited R-1 to Business, General, B-2. Said parcel contains approximately 1.5 acres and is generally bounded as follows: to the north and west by the lands of F.E. Jones; to the east by U.S. Route 1; and to the south by the land of Elvin A. Taylor.

In all other respects, said ordinance is hereby reordained.

IN RE: PUBLIC HEARING--A-82-9--TAX RELIEF FOR THE ELDERLY AND DISABLED

This being the time and place as advertised in the Progress-Index on Wednesday, December 1, 1982 and Wednesday, December 8, 1982 for the Board of Supervisors to conduct a public hearing to consider for adoption an ordinance to amend Article VI of Chapter 8 of the Dinwiddie County Code by changing certain sections dealing with real estate tax exemptions.

Mr. W.E. Bolte, Commissioner of Revenue, reviewed the proposed amendment. Mr. Robertson asked what the value of the changes would be to the elderly. Mr. Bolte stated it would be different for each one. He estimated the cost to the County would be $3500.

No one appeared in support or opposition to the amendment.

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

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 following changes to Article VI of Chapter 8 and in all other respects Article VI is hereby ordained:

The following definitions are deleted and replaced as follows:

Sec. 8-15. Definitions.

Affidavit. The real estate tax and mobile home exemption affidavit.

Property. Real property and mobile homes.

The following sub-sections are changed to read as follows:

Sec. 8-18. Requirements for exemption.

(c) The total combined income during the immediately preceding taxable year from all sources of the owners of the dwelling living therein, and of the owner's relatives, living in the dwelling does not exceed Thirteen Thousand Dollars; provided, however, that the first four thousand dollars of income of each relative, other than spouse, of the owner or owners, who is living in the dwelling shall not be included in such total.

(d) The net combined financial worth, including equitable interests, as of the thirty-first day of December of the immediate preceding taxable year, of the owners, and of the spouse of any owner, excluding the value of the dwelling and the land, not exceeding one acre, upon which it is situated does not exceed Twenty-Six Thousand Dollars.

The following section is changed to read as follows:

Sec. 8-20. Amount of exemption.

Where the person or persons claiming exemption conforms

to the standards and does not exceed the limitations contained in this section, the tax exemption shall be as shown on the following schedule:

TOTAL INCOME ALL SOURCES	TAX EXEMPTIONS
$0 to $5,000	100%
$5,001 to $6,000	90%
$6,001 to $7,000	80%
$7,001 to $8,000	70%
$8,001 to $9,000	60%
$9,001 to $10,000	50%
$10,001 to $11,000	40%
$11,001 to $12,000	30%
$12,001 to $13,000	20%

IN RE: APPROVAL OF REPLACEMENT AIR TANKS FOR FIRE DEPARTMENTS

Mr. Ben Hawkins of the Namozine VFD, appeared before the Board to present a request for all the fire departments. He stated that the fire departments advised the Board at budget time that there was a possibility that the pressure demand air packs would be outlawed January 1, 1983 by OSHA and this has come true. The State is recommending the pressure demand survive-air type and they checked prices at several places and found the cheapest would be $750 each with trade-in. Mr. Hawkins indicated they needed a total replacement of eleven, three for Dinwiddie, five for Namozine and three for Ford.

Mr. Robertson asked how long the departments had been notified of this change. Mr. Chris Goad, Chief of the Dinwiddie VFD, stated they found out about it right before budget time and they then advised the Board. Mr. Robertson asked if the air packs were still serviceable and if so, did the price include a trade-in. Mr. Goad stated it did. They were around $1100 without the trade-in.

Mr. Bennett asked if the packs would be illegal to use, or is it just recommended not to use them. Mr. Hawkins stated it was illegal to use them according to OSHA regulations. Mr. Bennett asked how many of the approved ones did they have. Mr. Hawkins stated he really didn't know. He did know that Namozine had three on the new truck.

Mr. Robertson asked if they got rid of these, would the remaining ones they have be legal. He was advised they would be.

Mr. Hawkins stated that Dinwiddie has had several incidents in the woods where they needed them and Namozine has trouble with toxic materials in trailer fires. Mr. Robertson asked about McKenney, Carson and Old Hickory. Mr. Goad indicated their air packs were up to standard.

Mr. Clay asked if the ones that can't be used are old ones. He was told they were. The newer ones are alright.

Mr. Hargrave stated he understood that because of the hairstyles now, these air packs make sealing difficult. Mr. Robertson asked if it was standard procedure to mask up. Mr. Hawkins stated it was, so four or five air packs might be operational at one time. Also, the tanks had to be refilled.

Mr. Hawkins added that the tanks the departments really wanted were lighter, but would cost $200 more a piece. So they were only asking for the $750 ones.

Mr. Robertson asked how many companies were contacted. Mr. Goad indicated four were contacted and $750 was the lowest bid. Mr. Robertson asked the County Administrator if he had checked the price on State contract. The County Administrator stated he had not, but on checking other equipment in the past, he thought he remembered the State did not fund fire equipment.

Mr. Weber stated that he felt this was something the fire departments needed and should have, and moved approval of the eleven air packs at $750 each. Mr. Hargrave seconded the motion stating that he felt it was a practical problem because of the lethal materials they face in pre-fab homes. Mr. Robertson felt the fire departments do a good job and supported their request.

Mr. Weber, Mr. Hargrave, Mr. Clay, Mr. Bennett, Mr. Robertson voted "aye".

IN RE: REORGANIZATION OF DISPATCHER'S OFFICE

Mr. John R. Hodges, Deputy Sheriff, appeared before the Board to present a request from the Sheriff to reorganize the Dispatcher's office. He passed out a sketch of the proposed changes, with an estimated cost of $589.72.

1. The base station would be moved to the back storage room. This would help alleviate overcrowding of the office.

2. The teletype will be coming in January and if it were put in now, it would only leave two foot clearance. He proposed to move the main console to the wall and have the teletype run along the wall beside it. This would enable the Dispatcher to have everything at hand.

3. A desk will be put in for the Head Dispatcher to greet visitors and receive complaints. The file cabinets would also be moved to the side to provide a better working area.

Mr. Hodges stated that Comm-Tronics had reviewed the area and felt the changes could be made at a cost of $589.72.

Mr. Robertson stated that when the study was made by the State, they recommended the Dispatcher be moved to another office. Mr. Hodges stated the Sheriff had not mentioned it, but he did not see where the Dispatcher could be moved at the present time.

Mr. Robertson asked if a buzzer could be put on the front door at this time, and did Mr. Hodges think it was needed. Mr. Hodges stated he didn't believe it was needed right now, since they have more jailors and dispatchers.

Mr. Robertson asked if this would be a separate appropriation. He was advised it would be. Mr. Hargrave asked if the room they proposed to move the base station to could take the heat generated. Mr. Hodges stated it had proper ventilation.

Mr. Hargrave stated that the teletype had to be installed and moved that the changes in the Dispatcher's office as requested by the Sheriff be approved. Mr. Clay seconded the motion. Mr. Hargrave, Mr. Clay, Mr. Bennett, Mr. Weber, Mr. Robertson voted "aye".

IN RE: PROCUREMENT ORDINANCE ADOPTION

A public hearing on the procurement ordinance was held November 17, 1982. Action was tabled pending a request from the School Board as to their preference of being included under this ordinance or not.

Upon motion of Mr. Bennett, seconded by Mr. Hargrave, Mr. Bennett, Mr. Hargrave, Mr. Clay, Mr. Weber, Mr. Robertson voting "aye", the procurement ordinance was removed from the table for discussion. The County Administrator presented a letter from Dr. Richard L. Vaughn, Superintendent of Schools, wherein the School Board elected not to be included under the County's procurement ordinance.

Mr. Robertson asked Mr. Lanny Rainey, Ass't. Commonwealth Attorney, what were the Board's options at this time. Mr. Rainey

stated that he assumed the School Board would be going under the State procurement law, then the Board of Supervisors could go forward and create a system for the rest of the County. Mr. Robertson asked if once the School Board goes out, is it out of the County's hands. Mr. Rainey stated the School Board may elect to come back under the County's ordinance because they may not like the State's.

Mr. Robertson asked what the major differences were. Mr. Rainey indicated the State was alot more strict. Mr. Bennett stated that he thought the School Board had decided to adopt their own. Mr. Rainey indicated they would have to come under the State's. The County Administrator stated that they can still set their own rules and regulations under the State law.

Mr. Hargrave asked if the School Board understood that. The County Administrator stated he had talked with Dr. Vaughn on several occasions. Mr. Rainey added Dr. Vaughn had been to seminars also. They felt the School Board understands their choices.

Mr. Rainey stated that a disclaimer must be put in the ordinance for the exclusion of the School Board, and it would probably fit in Article 3, Sec. 2-6 (c).

The County Administrator asked if the School Board were excluded now, could it be amended. Mr. Rainey stated it could.

Mr. Hargrave moved that the ordinance be adopted with the exclusion of the School Board. He then asked if (m) nominal value had to be filled in with the $10,000 figure. Mr. Rainey stated that it was meant for a petty cash amount. None of the Board members had given any thought to a petty cash figure and felt that it could be dealt with under the rules and regulations when they were set up. Mr. Hargrave then added the deletion of the money value in the definition of (m) nominal value. Mr. Bennett seconded the motion. Mr. Hargrave, Mr. Bennett, Mr. Weber, Mr. Clay, Mr. Robertson voting "aye",

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 addition of Article III-Procurement, as follows:

CHAPTER 2 - ADMINISTRATION.

Article III. Procurement.

Section 2-6. Title, Purpose.

(a) This chapter may be cited as the Dinwiddie County Public Procurement Act.

(b) The purpose of this ordinance is to provide for the fair and equitable treatment of all persons involved in public purchasing by this county, to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

(c) This ordinance shall not apply to the Dinwiddie School Board.

Section 2-7. Effective Date of Ordinance.

This ordinance shall become effective January 1, 1983. The provisions of this ordinance shall not apply to those contracts entered into prior to January 1, 1983, which shall continue to be governed by the procurement policies and regulations of the county in effect at the time those contracts were executed.

Section 2-8. Severability.

If any provision of this ordinance or any application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications of this ordinance which

can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 2-9. Definitions.

The words defined in this section shall have the meanings set forth below throughout this chapter.

(a) Brand Name Specification: A specification limited to one or more items by manufactors' names or catalogue numbers.

(b) Brand Name or Equal Specification: A specification limited to one or more items by manufactors' names or catalog numbers to describe the standard of quality, performance and other salient characteristics needed to meet county requirements and which provides for the submission of equivalent products.

(c) Business: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

(d) Confidential Information: Any information which is available to an employee only because of the employee's status as an employee of the county and is not a matter of public knowledge or available to the public on request.

(e) Contract: All types of county agreements, regardless of what they may be called, for the procurement of goods, services, insurance or construction.

(f) Contract Modification: Any written alteration in specifications, delivery point, rate of delivery, period of performance, price, quantity, or other provision of any contract accomplished by mutual action of the parties of the contract.

(g) Contractor: Any person having a contract with the county or a using agency thereof.

(h) Employee: An individual drawing a salary or wage from the county whether elected or not; any noncompensated individual performing personnel services for the county or any department, agency, commission, councel, board, or any other entity established by the executive or legislative branch of this county and noncompensated individual serving as an elected official of the county.

(i) Goods: All material, equipment, supplies, printing and automated data processing hardware and software.

(j) Immediate Family: A spouse, child, parent, brother, sister or any other person living in the same household as the employee.

(k) Informality: A minor defect or variation of a bid or proposal from the exact requirements of the invitation to bid, or the request for proposal, which does not affect the price, quality or delivery schedule for the goods, services or construction being procured.

(l) Invitation for Bids: All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids. No confidential or proprietary data shall be solicited in any invitation for bids.

(m) Nominal Value: So small, slight, or the like, in comparison to what might properly be expected, as scarcely to be entitled to the name.

(n) Nonprofessional Services: Any services not specifically identified as professional services in the following definition.

(o) Official Responsibility: Shall mean administrative or operating authority, whether intermediate or final, to initiate, approve, disapprove or otherwise affect a procurement transaction, or any claim resulting therefrom.

(p) Pecuniary Interest Arising from the Procurement: Shall mean a material financial interest as defined in the Virginia Conflict of Interest Act, Virginia Code Sec. 2.1-348, et seq.

(q) Person: Any business, individual, union, committee, club, other organization, or group of individuals.

(r) Procurement Transaction: Shall mean all functions that pertain to the obtaining of any goods, services or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract, and all phases of contract administration.

(s) Professional Services: Work performed by an independent contractor within the scope of the practice of accounting, architecture, land surveying, landscape architecture, law, medicine, optometry or professional engineering.

(t) Public Body: Any legislative, executive, or judicial body, agency, office, department, post, commission, committee, institution, board, or political subdivision created by law to exercise some sovereign power or to perform some governmental duty, and empowered by law to undertake the activities described in this ordinance.

(u) Public Employee: Shall mean any person employed by a public body, including elected officials, or appointed members of governing bodies.

(v) Requests for Proposals: All documents, whether attached or incorporated by reference, utilized for soliciting proposals.

(w) Responsive Bidder: A person who has submitted a bid which conforms in all material respects to the Invitation to Bid.

(x) Services: Any work performed by an independent contractor wherein the service rendered does not consist primarily of acquisition of equipment or materials, or the rental of equipment materials, and supplies.

Section 2-10. Compliance with Federal Grants or Contracts.

Where any procurement transaction involves the expenditure of federal assistance or contract funds, the receipt of which is conditioned upon compliance with mandatory requirements in federal laws or regulations not in conformance with the provisions of this chapter, the county may comply with such federal requirements, notwithstanding the provisions of this ordinance, only upon the written determination of the governing body that acceptance of the grant or contract funds under the applicable condition is in the public interest. Such determination shall state the specific provisions of this ordinance in conflict with the conditions of the grantor contract.

Section 2-11. Establishment of Purchasing System.

(a) There is hereby created a purchasing system to operate under the direction and supervision of the county administrator. Nothing contained in this ordinance shall prevent the county administrator from designating a responsible person to perform the duties of purchasing agent, subject to his direction.

(b) The purchasing agent may be required to give an official bond to be approved by the Board of Supervisors.

(c) In accordance with this ordinance, and subject to the supervision of the county administrator, the purchasing agent

shall purchase or supervise the purchasing of all goods, services, insurance and construction needed by this county; exercise direct supervision over the county's central stores and other inventories; sell, trade or otherwise dispose of surplus goods belonging to the county; and, establish programs for specifications development, contract administration and inspection of goods, services and construction.

(d) Consistent with this ordinance, and with the approval of the board of supervisors, the purchasing agent may adopt operational procedures relating to the execution of his duties.

(e) Except as herein provided no official elected or appointed, or any employee shall purchase or contract for any goods, services, insurance, or construction within the purview of this ordinance, and any purchase order or contract made contrary to the provisions hereof is not approved and the county shall not be bound thereby.

Section 2-12. Methods of Procurement.

All public contracts with nongovernmental contractors for the purchase or lease of goods, or for the purchase of services, insurance or construction shall be awarded after competitive sealed bidding as provided in this section, unless otherwise authorized by law.

(a) Competitive sealed bidding shall mean a method of contractor selection whereby there is an issuance of a written invitation to bid containing or incorporate by reference the specifications and contractual terms and conditions applicable to the procurement. The Invitation to Bid shall include a statement of any requisite qualifications of potential contractors.

(b) Public notice of the Invitation to Bid shall be posted at least ten (10) days prior to the date set for receipt of bids in a designated public area, or publication in a newspaper of general circulation. Bids may be solicited directly from potential contractors.

(c) All bids shall be opened and announced in public at the given time and place.

(d) All bids shall be evaluated based upon the requirements set forth in the invitation.

(e) Award shall be to the lowest responsive and responsible bidder. When the terms and conditions of multiple bids are so provided in the invitation to bid, awards may be made to more than one bidder.

(f) Competitive sealed bidding shall not be required for procurement of professional services.

(g) Upon a determination in writing that competitive sealed bidding is either not practicable or not advantageous to the public, goods, services, insurance or construction may be procured by competitive negotiation. The writing shall document the basis for this determination.

(h) Upon a determination in writing that there is only one source practicably available for that which is to be procured, a contract may be negotiated and awarded to that source without competitive sealed bidding or competitive negotiation. The writing shall document the basis for this determination.

(i) In case of emergency, a contract may be awarded without competitive sealed bidding or competitive negotiation; however, such procurement shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file.

(j) The county shall have the right to establish purchase procedures, based upon written standards, that do not require competitive sealed bids or competitive negotiation for single or term contracts not expected to exceed $10,000 such procedures shall provide for competition wherever practicable.

Section 2-13. Competitive Bidding on State-aid Projects.

No contract for the construction of any building or an addition to or improvement of an existing building for which state funds of $100,000 or more, either by appropriation, grant-in-aid or loan, are used or are to be used for all or part of the cost of construction shall be let except after competitive bidding. The procedures for the advertising for bids and letting of the contract shall conform, mutatus mutandis, to this chapter. No person or firm shall be eligible to bid on any such contract nor to have the same awarded to him or it who has been engaged as architect or engineer for the same project.

Section 2-14. Cancelation, Rejection of Bids; Waiver of Informalities.

An Invitation to Bid, a Request for Proposal, any other solicitation, or any and all bids or proposals, may be canceled or rejected. The reasons for cancelation or rejection shall be made part of the contract file.

Section 2-15. Debarment.

Prospective contractors may be debarred from contracting for particular types of supplies, services, insurance or construction, for specified periods of time. The debarment procedure shall be established in writing by the Board of Supervisors and will provide for debarment on the basis of a contractor's unsatisfactory performance for the county.

Section 2-16. Discrimination Prohibited.

In the solicitation or awarding of contracts, the county shall not discriminate because of race, religion, color, sex, or national origin of the bidder or offeror.

Section 2-17. Public Inspection of Procurement Records.

(a) Except as provided herein, all proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act.

(b) Cost estimates relating to a proposed procurement transaction prepared by or for the county shall not be open to public inspection.

(c) Any bidder or offeror, upon request, shall be afforded the opportunity to inspect bid and proposal records within a reasonable time after the opening of all bids but prior to award, except in the event that the county decides not to accept any of the bids and to reopen the contract. Otherwise, bid and proposal records shall be open to public inspection only after award of the contract. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.

(d) Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

Section 2-18. Use of Brand Names: Unless otherwise provided in the invitation to bid, the name of a certain brand, make or manufacturer does not restrict bidders to the specific brand, make or manufacturer names; the use of brand name is intended to convey the general style, type, character and quality of the article desired, and any article which the county in its sole discretion determines to be the equal of that specified, considering the quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted.

Section 2-19. Employment Discrimination by Contractors Prohibited.

Every contract of over $10,000 shall contain the following provision herein:

(a) During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(2) The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

(3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

(b) The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000, so that the provision will be binding upon each subcontractor or vendor.

Section 2-20. Withdrawal of Bid Due to Error.

(a) A bidder for a public construction contract, other than a contract for construction or maintenance of public highways, may withdraw his bid from consideration if the prior bid was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of a bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and materials used in the preparation of the bid sought to be withdrawn. One of the following procedures for withdrawal of a bid shall be selected by the county and stated in the advertisement for bids: (i) the bidder shall give notice in writing of his claim of right to withdraw his bid within two business days after the conclusion of the bid opening procedure; or (ii) the bidder shall submit to the county or designated official his original work papers, documents and materials used in the preparation of the bid within one day after the date fixed for submission of bids. The work papers shall be delivered by the bidder in person or by registered mail at or prior to the time fixed for the opening of bids. The bids shall be opened one day following the time fixed by the public body for the submission of bids. Thereafter, the bidder shall have two hours after the opening of bids within which to claim in writing any mistake as defined herein and withdraw his bid. The contract shall not be awarded by the county until the two-hour period has elapsed. Such mistake shall be proved only from the original work papers, documents and materials delivered as required herein.

(b) The county reserves the right to establish procedures for the withdrawal of bids for other than construction contracts.

(c) No bid may be withdrawn under this section when the result would be the awarding of the contract on another bid of the same bidder or of another bidder in which the ownership of the withdrawing bidder is more than five percent.

(d) If a bid is withdrawn under the authority of this section, the lowest remaining bid shall be deemed to be the low bid.

(e) No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

(f) If the county denies the withdrawal of a bid under the provisions of this section, it shall notify the bidder in writing stating the reasons for its decision.

Section 2-21. Modification of the Contract.

(a) A public contract may include provisions for modification of the contract during performance, but no fixed-price contract may be increased by more than 25 percent of the amount of the contract or $10,000 whichever is greater, without the advance written approval of the Board of Supervisors.

(b) Nothing in this section shall prevent any public body from placing greater restrictions on contract modifications.

Section 2-22. Retainage on Construction Contracts.

(a) In any public contract for construction which provices for progress payments in installments based upon an estimated percentage of completion, the contractor shall be paid at least ninety-five percent of the earned sum when payment is due, with not more than five percent being retained to assure faithful performance of the contract. All amounts withheld may be included in the final payment.

(b) Any subcontract for a public project which provides for similar progress payments shall be subject to the same limitations.

Section 2-23. Bid Bonds.

(a) Except in cases of emergency, all bids or proposals for construction contracts in excess of $25,000 shall be accompanied by a bid bond from a surety company selected by the bidder which is legally authorized to do business in Virginia, as a guarantee that if the contract is awarded to such bidder, that bidder will enter into the contract for the work mentioned in the bid. The amount of the bid bond shall not exceed five percent of the amount bid.

(b) No forfeiture under a bid bond shall exceed the lesser of (i) the difference between the bid for which the bond was written and the next low bid, or (ii) the face amount of the bid bond.

Section 2-24. Performance and Payment Bonds.

(a) Upon the award of any public construction contract exceeding $25,000 awarded to any prime contractor, such contractor shall furnish to the public body the following bonds:

(1) A performance bond in the sum of the contract amount conditioned upon the faithful performance of the contract in strict conformity with the plans, specifications and conditions of the contract.

(2) A payment bond in the sum of the contract amount.

Such bond shall be for the protection of claimants who have and fulfill contracts to supply labor or materials to the prime contractor to whom the contract was awarded, or to any subcontractors, in the prosecution of the work provided for in such contract and shall be conditioned upon the prompt payment for all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

(b) Each of such bonds shall be executed by one or more surety companies selected by the contractor which are legally authorized to do business in Virginia.

(c) Bonds required for the contracts shall be payable to the county.

(d) Each of the bonds shall be filed with the county or a designated office or official thereof.

(e) Nothing in this section shall preclude the county from requiring payment or performance bonds for construction contracts below $25,000.

(f) Nothing in this section shall preclude such contractor from requiring each subcontractor to furnish a payment bond with surety thereon in the sum of the full amount of the contract with such subcontractor conditioned upon the payment to all persons who have and fulfill contracts which are directly with the subcontractor for performing labor and furnishing materials in the prosecution of the work provided for in the subcontract.

Section 2-25. Action on Performance Bond. No action against the surety on a performance bond shall be brought unless within five years after completion of the work on the project to the satisfaction of the chief engineer, Department of Highways and Transportation, in cases where the public body is the Department of Highways and Transportation, or within one year after (i) completion of the contract, including the expiration of all warranties and guarantees, (ii) discovery of the defect or breach of warranty, if the action be for such all other cases.

Section 2-26. Actions on Payment Bonds.

(a) Subject to the provisions of subsection (b) hereof, any claimant who has performed labor or furnished material in accordance with the contract documents in the prosecution of the work provided in any contract for which a payment bond has been given, and who has not been paid in full therefor before the expiration of ninety days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on such payment bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The obligee named in the bond need not be named a party to such action.

(b) Any claimant who has a direct contractual relationship with any subcontractor from whom the contractor has not required a subcontractor payment bond under Section 2-24 (f) but who has no contractual relationship, express or implied, with such contractor, may bring an action on the contractor's payment bond only if he has given written notice to such contractor within 180 days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished. Any claimant who has a direct contractual relationship with a subcontractor from whom the contractor has required a subcontractor payment bond under Section 2-24 (f) but who has no contractual relationship, express or implied, with such contractor, may bring an

action on the subcontractor's payment bond. Notice to the contractor shall be served by registered or certified mail, postage prepaid, in an envelope addressed to such contractor at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainages with respect to labor performed or materials furnished, shall not be subject to the time limitations stated in this subsection.

(c) Any action on a payment bond must be brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials.

Section 2-27. Alternative Forms of Security.

(a) In lieu of a bid, payment, or performance bond, a bidder may furnish a certified check or cash escrow in the face amount required for the bond.

(b) A bidder may furnish a personal bond, property bond, or bank or saving and loan association's letter of credit on certain designated funds in the face amount required for the bond. Approval shall be granted only upon a determination that the alternative form of security proffered affords protection to the county equivalent to a corporate surety's bond.

Section 2-28. Bonds on Other Than Construction Contracts.

The county may require bid, payment, or performance bonds for contracts for goods or services if provided in the Invitation to Bid or Request for Proposal.

Section 2-29. Remedies.

(a) Any bidder, offeror, or contractor refused permission to, or disqualified from, participating in public contracts shall be notified in writing. Such notice shall state the reasons for the action taken. This decision shall be final unless the bidder, offeror, or contractor appeals within thirty (30) days of receipt by invoking an administrative appeal according to the written procedure set by the county for such an appeal, or by instituting legal action as provided in Virginia Code Sec. 11-70.

(b) If, upon appeal, it is determined that the action taken was arbitrary or capricious, or not in accordance with the Constitution of Virginia, statutes or regulations, the sole relief shall be restoration of eligibility.

Section 2-30. Ethics in Public Contracts.

Purpose: The provisions of this Article supplement, but do not supersede, other provisions of law including but not limited to, the Virginia Conflict of Interest Act, the Virginia Governmental Frauds Act and Article 2 and 3 of Chapter 10 of Title 18.2. The provisions of this article apply not withstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interest Act.

Section 2-31. Proscribed Participation by Public Employees in Procurement Transactions.

No public employee having official responsibility for procurement transaction shall participate in that transaction on behalf of the public body when the employee knows that:

(a) The employee is contemporaneously employed by a bidder, offeror or contractor involved in the procurement transaction; or

(b) The employee, the employee's partner, or any member of the employee's immediate family holds a position with a bidder, offeror or contractor such as an officer, director, trustee, partner or the like, or is employed in a capacity involving personal and substantial participation in the procurement transaction or owns or controls an interest of more than five percent; or

(c) The employee, the employee's partner, or any member of the employee's immediate family has a pecuniary interest arising from the procurement transaction; or

(d) The employee, the employee's partner, or any member of the employee's immediate family is negotiating, or has an arrangement concerning, prospective employment with a bidder, offeror or contractor.

Section 2-32. Solicitation or Acceptance of Gifts.

No public employee having official responsibility for a procurement transaction shall solicit, demand, accept, or agree to accept from a bidder, offeror, contractor or subcontractor any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value, present or proposed, unless consideration of substantially equal or greater value is exchanged. The county may recover the value of anything conveyed in violation of this section.

Section 2-33. Disclosure of subsequent employment.

No public employee or former public employee having official responsibility for procurement transactions shall accept employment with any bidder, offeror or contractor with whom the employee or former employee dealt in an official capacity concerning procurement transactions for a period of one year from the cessation of employment by the public body unless the employee or former employee provides written notification to the county, or a public official if designated by the county, or both, prior to commencement of employment by that bidder, offeror or contractor.

Section 2-34. Gifts by Bidders, Offerors, Contractors or Subcontractors.

No bidder, offeror, contractor or subcontractor shall confer upon any public employee having official responsibility for a procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything more than nominal value, present or promised, unless consideration of substantially equal or greater value is exchanged.

Section 2-35. Kickbacks.

(a) No contractor or subcontractor shall demand or receive from any of his suppliers or his subcontractors, as an inducement for an award of a subcontract or order, any payment, loan, subscription, advance, deposit of money, services or anything, present or promised, unless consideration of substantially equal or greater value is exchanged.

(b) No subcontractor or supplier shall make, or offer to make, kickbacks as described in this section.

(c) No person shall demand or receive any payment, loan, subscription, advance, deposit of money, services or anything of value in return for an agreement not to compete on a public contract.

(d) If a subcontractor or supplier makes a kickback or other prohibited payment as described in this section, the amount thereof shall be conclusively presumed to have been included in the price of the subcontract or order and ultimately borne by the County and will be recoverable from both the maker and the recipient. Recovery from one offending party shall not preclude recovery from other offending parties.

Section 2-36. Purchase of Building Materials, etc., From Architect or Engineer Prohibited.

Except in cases of emergency, no building materials,

supplies or equipment for any building or structure constructed by or for the County shall be sold by or purchased from any person employed as an independent contractor by the public body to furnish architectural or engineering services, but not construction, for such building or structure or from any partnership, association or corporation in which such architect or engineer has a pecuniary interest.

Section 2-37. Penalty for Violation.

Willful violation of any provision of this article shall constitute a Class 1 misdemeanor. Upon conviction, any public employee, in addition to any other fine or penalty provided by law, shall forfeit his employment.

Mr. Hargrave asked that the Board's concern about the requirement of 95% payment with only a 5% retainage for completion of the project be carried back to the State representatives. The Board concurred with his request.

IN RE: TRASH TRUCK REPAIR

The County Administrator presented the following report on repairing the 1974 spare trash truck. He stated that he and the Director of Sanitation felt this work was necessary to continue operation.

The first trash truck purchased in 1974 has 221,000 miles on the speedometer. The speedometer has been broken on two occasions. The engine runs while the trash containers are being emptied and while the trash is being compacted. Therefore, the 221,000 miles is not a true reflection on the wear and tear on the engine.

In the very near future, a brake job costing approximately $800 must be performed on this truck if it is to continue operation. On the days the truck is in operation, it uses 7 to 10 quarts of oil. It is not necessary that the engine be rebuilt or replaced to continue operation. Maynard Williams has inspected the engine and advised John Loftis that unless the engine is rebuilt in the very near future, it will not be feasible to rebuild it.

There are no funds in the budget to purchase a new chassis and/or a new trash body; therefore, we must consider the alternatives that are available to maintain a spare trash truck.

A rebuilt engine can be installed at an approximate cost of $8,000, plus clutch if needed. The engine presently in the truck can be rebuilt for an approximate cost of $2500 plus a clutch if needed. The cost of a clutch is approximately $300.

There is a possibility once the present engine is pulled down that it not be feasible to rebuild. But from the inspection made, that is not likely to be the case.

John and I recommend to the Board that the present engine be rebuilt, a new clutch be put in and the brake job be done at an approximate cost of $3600. We feel that this is the most economical route to follow since no new chassis or trash body are planned.

We fully realize there are other problems with the truck, i.e. as the cab, but the manner in which this truck is used, these are not serious problems and need not be addressed at this time. We would strongly urge the Board of Supervisors that in the coming budget year that one-half of a new chassis and trash body be budgeted with the other half being budgeted in the 1984-85 fiscal year. We estimate the cost of a truck at that time between $100,000 to $110,000.

Mr. Robertson asked at what point would it be able to determine whether the engine can be rebuilt. The County Administrator stated when it is torn down.

Mr. Clay stated that the truck is continuously leaking oil. The County Administrator asked the Board to please understand

there are alot of things wrong with the truck but not critical to continue operation. Mr. Robertson asked the County Administrator if he felt he was throwing good money after bad money. The County Administrator stated that there wasn't any money in the budget for a new truck. If there was, the repairs wouldn't be considered at this time. He added if a body needs repair, we spend one day going to Roanoke or Wilson, N.C., usually have to leave it and spend another day going back after it. So, at times we will have one truck left to pick up trash if this one is not repaired.

The County administrator stated we want to have the work done during January and February when work is slack. Mr. Clay asked who would do the work. The County Administrator indicated we have someone in mind but will check around to find the most economical price.

Mr. Weber asked why the trucks had to be taken to Roanoke and Wilson. The County Administrator stated these were the locations of the body repair companies.

Mr. Weber stated that he felt the truck was worn out and that they would not get the work done for $3600. He did not want to keep spending money for nothing. He felt they should keep using the truck and try to budget for a new one.

Mr. Robertson asked how sure they were that the work can be done for $3600. The County Administrator stated right now that would the maximum. However, if they get into it and find it will cost more, we will come back to the Board. He stated once they got into it, they could determine the parts needed and that would be the biggest expense.

Mr. Hargrave stated it was similar to personally needing a new car. The County doesn't have the money for a new truck. If they drive on and break the block, they wouldn't get the $8,000 trade-in. He indicated the wise thing to do was to prevent junking it and make it serviceable.

Mr. Clay added that it will probably need a wiring harness because the lights blink off and on at times during the early morning. He indicated that he agreed with Mr. Hargrave.

Mr. Weber stated that he felt they better start looking at a new truck. The County Administrator stated we will be spending money on the trucks all during the year, but this was an out of the ordinary repair.

Mr. Hargrave stated at least this was a budgeted item.

Upon motion of Mr. Bennett, seconded by Mr. Clay, Mr. Bennett, Mr. Clay, Mr. Hargrave, Mr. Robertson voting "aye", Mr. Weber voting "nay", the County Administrator was authorized to proceed with repair of the trash truck. If the estimated repair cost was over $3600, it would be brought back to the Board.

IN RE: SUPPORT OF 1982 CENSUS OF AGRICULTURE

The County Administrator presented a letter from the Bureau of Census requesting support for the 1982 Census of Agriculture. Mr. Bennett asked if the census was compulsory. He was advised it was not. Mr. Hargrave asked if the Board's resolution would accompany the forms mailed out. The County Administrator stated he didn't think so. The only method they had was the news release. Mr. Hargrave stated it seems like the people won't know about it. The County Administrator stated that was a good suggestion to send back to them.

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

Since the economy of Dinwiddie County benefits in large measure from farming, the Board of Supervisors bring to the attention

of all county residents the 1982 Census of Agriculture.

WHEREAS, the periodic farm census is the primary source of accurate information on the number of farms and farm operators in our county; and

WHEREAS, it also provides accurate data on sales of farm products as well as production costs in our county; and

WHEREAS, many business decisions affecting the County's farmers in today's economy, depend upon accurate data from the Census of Agriculture;

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia urge all farm and ranch operators to fill out and return promptly the farm census questionnaires they have received in the mail and thus help to make the 1982 census the most successful in a series of 22 farm census counts which began in 1840; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a copy of this proclamation accompany the census form when it is mailed out.

IN RE: APPOINTMENT--PLANNING COMMISSION

Mr. Hargrave nominated Mr. Gilbert Wood for reappointment to the Planning Commission. Mr. Bennett asked that the replacement for Mr. Granville Maitland be postponed until the next meeting.

Mr. Hargrave, Mr. Bennett, Mr. Clay, Mr. Weber, Mr. Robertson voting "aye", Mr. Gilbert Wood was reappointed to the Planning Commission, term expiring December 31, 1986.

IN RE: REAPPOINTMENT--DINWIDDIE COUNTY WATER AUTHORITY

Mr. Hargrave nominated Mr. T.J. Leftwich for reappointment to the Dinwiddie County Water Authority stating he works hard at the position and lives in the served area. Mr. Weber nominated Mr. E. Anderson Perdue. Mr. Robertson indicated he hoped the Board would honor this appointment.

The vote was as follows:

1. E. Anderson Perdue - Weber, Robertson - aye
   Hargrave, Bennett, Clay - Nay

2. T.J. Leftwich - Hargrave, Bennett, Clay - aye
   Weber, Robertson - nay

Mr. T.J. Leftwich was reappointed to the Dinwiddie County Water Authority, term expiring December 31, 1986.

IN RE: APPOINTMENTS--TRANSPORTATION SAFETY COMMISSION

Mr. Tommy Gibbs was suggested by the Sheriff's Department to replace Mr. Roy Hodges. Mr. Ben Hawkins was suggested by the fire departments to replace Mr. Bill Queen. The replacement of Mr. Wayne Gwaltney from the Rescue Squad was postponed until the January 5, 1983 meeting.

Upon motion of Mr. Hargrave, seconded by Mr. Weber, Mr. Hargrave, Mr. Weber, Mr. Bennett, Mr. Clay, Mr. Robertson voting "aye", Mr. Tommy Gibbs and Mr. Ben Hawkins were appointed to the Transportation Safety Commission and Mrs. Barbara Wilson, Mr. A.S. Clay, Mr. Gilbert Wood, and Mr. Robert Bowden were reappointed to the Transportation Safety Commission, terms expiring December 31, 1983.

IN RE: VICE-CHAIRMAN ASSUMES CHAIR DUE TO CHAIRMAN'S CONCERN OVER CONFLICT OF INTEREST

The Chairman turned the gavel over to the Vice-Chairman and left the room due to his concern over conflict of interest in voting

on the Bingo & Raffle permits for the Dinwiddie Moose Lodge and the Women of the Moose since he is a member of the Dinwiddie Moose Lodge.

IN RE: BINGO & RAFFLE PERMIT--DINWIDDIE MOOSE LODGE

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

WHEREAS, the Dinwiddie Moose Lodge has made application to the Board of Supervisors for a Bingo and Raffle permit for calendar year 1983; and

WHEREAS, the Moose Lodge meets the requirements as set forth in Sec. 18.1-340 of the Code of Virginia and has filed the required $10.00 fee;

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the Dinwiddie Moose Lodge No. 1993 is hereby granted a Bingo & Raffle Permit for the calendar year 1983.

IN RE: BINGO & RAFFLE PERMIT--DINWIDDIE WOMEN OF THE MOOSE

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

WHEREAS, the Dinwiddie Women of the Moose has made application to the Board of Supervisors for a Bingo and Raffle permit for calendar year 1983; and

WHEREAS, the Women of the Moose meets the requirements as set forth in Sec. 18.1-340 of the Code of Virginia and has filed the required $10.00 fee;

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the Dinwiddie Women of the Moose is hereby granted a Bingo & Raffle Permit for the calendar year 1983.

IN RE: CHAIRMAN REASSUMES CHAIR

The Chairman returned to the meeting room and reassumed the Chair for the remainder of the meeting.

IN RE: BINGO & RAFFLE PERMIT--AMERICAN LEGION BASEBALL COMMITTEE

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

WHEREAS, the American Legion Baseball Committee has made application to the Board of Supervisors for a Bingo and Raffle permit for calendar year 1983; and

WHEREAS, the American Legion Baseball Committee meets the requirements as set forth in Sec. 18.1-340 of the Code of Virginia and has filed the required $10.00 fee;

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the American Legion Baseball Committee is hereby granted a Bingo & Raffle permit for the calendar year 1983.

IN RE: BINGO & RAFFLE PERMIT--DINWIDDIE ELEMENTARY SCHOOL

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

WHEREAS, the Dinwiddie Elementary School has made appli-

cation to the Board of Supervisors for a Bingo & Raffle permit for calendar year 1983; and

WHEREAS, the Dinwiddie Elementary School meets the requirements as set forth in Sec. 18.1-340 of the Code of Virginia and has filed the required $10.00 fee;

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the Dinwiddie Elementary School is hereby granted a Bingo & Raffle Permit for the calendar year 1983.

IN RE: SHOOTING RANGE PERMIT--AMERICAN LEGION BASEBALL COMMITTEE

The County Administrator presented an application for a shooting range permit from the American Legion Baseball Committee to hold turkey shoots at the Ford volunteer fire department. The application must lie for 28 days before action is taken by the Board. During this time, the range will be inspected.

IN RE: ANIMAL WARDEN

Mr. L.A. Brooks, Jr. presented his report for the month of November, 1982.

The discussion of additional dog traps was postponed from the last meeting. The County Administrator stated it was becoming more difficult to capture dogs and after talking with the Animal Warden, recommended purchasing two additional dog traps. He stated they would be built locally at a cost of $240 to $250 each.

Upon motion of Mr. Clay, seconded by Mr. Bennett, Mr. Clay, Mr. Bennett, Mr. Weber, Mr. Hargrave, Mr. Robertson voting "aye", the Animal Warden was authorized to purchase two additional dog traps.

IN RE: COMMENTS FROM THE COUNTY ADMINISTRATOR

1. Auto Repair Bids - The County Administrator indicated that he was ready last week to solicit bids on repair of the county vehicles; however, he waited to see if the Board wanted to restrict the service to within the County.

Mr. Clay stated he would like to see the work stay in the County. Mr. Hargrave indicated it would be natural to stay within the County unless they were unable to get competitive bids. Mr. Robertson felt it would be best to stay in the County. Mr. Weber and Mr. Bennett agreed.

2. Dinwiddie Ruritan Club -- Christmas Tree - The County Administrator stated that the Dinwiddie Ruritan Club has requested permission to plant a Christmas tree on County property. The club will purchase decorations and put them up and take them down at Christmas. The County would select the site and care for the tree. The only cost to the County would be the electricity for the lights.

Mr. Hargrave stated it was a good idea and they should be careful to fit the landscape. Mr. Robertson stated the Ruritan Club should be commended for the idea.

Upon motion of Mr. Hargrave, seconded by Mr. Weber, Mr. Hargrave, Mr. Weber, Mr. Clay, Mr. Bennett, Mr. Robertson voting "aye", the Dinwiddie Ruritan Club was authorized to plant a Christmas tree on County property and be responsible for decorating the tree at Christmas.

3. Cabletelevision Consultant List - The County Administrator distributed a list of cabletelevision consultants he and the County Attorney prepared for the Board's consideration. He stated at this time, they knew nothing about the firms.

Mr. Hargrave asked if he knew any references. The County Administrator indicated he did not, but the list came from the National Association of Cabletelevision.

Upon motion of Mr. Hargrave, seconded by Mr. Weber, Mr. Hargrave, Mr. Weber, Mr. Bennett, Mr. Clay, Mr. Robertson voting "aye", the County Administrator was authorized to solicit proposals from each of the firms along with a reference list to present to the Board for their review and selection.

4. Review of Buildings for Pest Control - The County Administrator advised the Board that a survey is needed to determine pest infestation to County buildings. He stated he had drafted solicitations for bids from four companies asking them to determine if the County buildings have pests; to propose a plan to take care of the problem and a follow-up. These would all come to the Board for consideration. He further advised the Board that a pipe had burst in the Health Building and termites were found. He stated also part of the tile at the Health Building had to be replaced.

5. Distribution of Material - The County Administrator distributed information on the School System and Operating Expenses of Counties and Cities across the State. He also distributed a copy of rules and regulations for procurement for the Board to review and suggested they have a work session at the January 5, 1983 meeting. CDBG information was also provided.

IN RE: EMERGENCY SERVICES REGULATIONS

Wendy Quesenberry, Admin. Assistant, advised the Board that the Rescue Squad would be appearing at the January 5, 1983 meeting to request a waiver from the Emergency Medical Services regulations effective March 1, 1983. She stated that the Rescue Squad was having a great deal of trouble finding an instructor for the EMT training. She added that the Transportation Safety Commission met December 8, 1982 and discussed their alternatives. Their recommendation will also be presented at this meeting.

The County Administrator stated that he had received a letter from Charlotte County asking other localities to join them to urge the General Assembly to turn the authority over to the localities to set the requirements for the local Rescue Squads. He suggested that the Board might want a representative of the Emergency Medical Services Agency to appear at the January 5, 1983 meeting to explain the requirements. The Chairman indicated that he understood them. No other comments were made.

IN RE: EXECUTIVE SESSION

Upon motion of Mr. Clay, seconded by Mr. Weber, Mr. Clay, Mr. Weber, Mr. Bennett, Mr. Hargrave, Mr. Robertson voting "aye", pursuant to Sec. 2.1-344(6) of the Virginia Freedom of Information Act, the Board moved into Executive Session at 9:55 P.M. to discuss legal matters. The meeting reconvened into Open Session at 10:03 P.M.

IN RE: ADJOURNMENT

Upon motion of Mr. Bennett, seconded by Mr. Clay, Mr. Bennett, Mr. Clay, Mr. Weber, Mr. Hargrave, Mr. Robertson voting "aye", the meeting adjourned at 10:05 P.M.

George E. Robertson Jr.
G.E. ROBERTSON, JR., CHAIRMAN

ATTEST: W.C. Knott
W.C. KNOTT