

VIRGINIA: AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS  
HELD IN THE BOARD MEETING ROOM OF THE ADMINISTRATION  
BUILDING, DINWIDDIE, VIRGINIA ON THE 2ND DAY OF  
NOVEMBER, 1983 AT 2:00 P.M.

PRESENT: STEVE WEBER, CHAIRMAN ELECTION DISTRICT #2  
G.S. BENNETT, JR., VICE-CHAIRMAN ELECTION DISTRICT #1  
G.E. ROBERTSON, JR. ELECTION DISTRICT #2  
M.I. HARGRAVE, JR. ELECTION DISTRICT #3  
A.S. CLAY (arrived 2:30 P.M.) ELECTION DISTRICT #4

L.G. ELDER COUNTY ATTORNEY

ABSENT: C.L. MITCHELL SHERIFF

IN RE: INVOCATION

The Reverend Edward Van Dyke, Pastor, Lebanon, Crawford, Mt. Olivet United Methodist Churches, delivered the Invocation.

IN RE: MINUTES

Upon motion of Mr. Hargrave, seconded by Mr. Robertson, Mr. Hargrave, Mr. Robertson, Mr. Bennett, Mr. Weber voting "aye", the minutes of the October 19, 1983 meeting were approved as presented.

IN RE: CLAIMS

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

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

General Fund checks-numbering 83-2181 through 83-2265 amounting to \$88,207.58.

IN RE: CABLETELEVISION

Mr. Paul Bland, Crater General Communications, presented a letter from First & Merchants National Bank, approving financing for the proposed cabletelevision system for Dinwiddie County. The letter of approval dated October 27, 1983 was contingent upon a guarantee issued by the SBA for 90% of the loan amount. Mr. Bland stated he received a call from the bank as of this morning informing him that the SBA gave its approval this morning.

Mr. Weber asked about the location of the tower. Mr. Bland stated he had picked out an area but not a definite site. He indicated he would be negotiating later in the week.

Mr. Robertson asked if the letter submitted by Mr. Bland completes the requirements for award of the franchise.

The County Attorney, Mr. Larry Elder, stated he had just received the letter a few minutes earlier and was not an expert in the field. However, he felt the Board would want an opinion from their cabletelevision consultant, Frederick Griffin. Mr. Elder stated it appeared to him the requirements have been met but he was not in a position to give an answer.

The County Administrator stated he had talked with Frederick Griffin's office that day and they had not received the letter and, therefore, had not reviewed it.

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the cabletelevision franchise for Dinwiddie County, be awarded to Crater General Communications, Inc; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the Chairman be authorized to sign the franchise agreement contingent upon a positive review of the financing and all requirements by the County Attorney and cabletelevision consultant, Frederick Griffin.

IN RE: APPEALS BOARD--CONSTITUTIONAL OFFICERS' BUDGETS

The County Administrator advised the Board that tomorrow, November 3, 1983 at 4:00 P.M., a meeting is set up with the Compensation Board to file an appeal on the budgets of all the Constitutional Officers. He stated he needs for this Board to select two members to sit as an Appeals Board with the Compensation Board. The Compensation Board, three members will make up three of the five and two members from this Board will make up the other two members of the five member Appeals Board which meets at 4 o'clock. He indicated if it is the desire of the Board to appeal the budgets of the Constitutional Officers, of course, they must be there at 4 o'clock. He added Mr. Bolte has indicated there is one thing he would like to bring to their attention and Mrs. Lewis indicated there is one thing she would like to bring to their attention. And certainly one of the Board's primary concerns is the reduced amount of the Sheriff's mileage reimbursement. He stated his request now to the Board is to appoint those two members who will sit as a part of the Appeals Board.

Mr. Hargrave stated he definitely thought this should be done. When we disagree with the umpire, he doesn't know unless you argue with him. He stated he felt they should go in a representative situation and he would volunteer if the Board would like him to. But he would like the Board to appoint an alternate because he has had a difficult work schedule which will continue for a few days.

Mr. Weber suggested that after the meeting, they get together and decide who will go. Mr. Hargrave stated he felt they should represent their cause. Mr. Weber stated we'll make that decision after the meeting about someone who would like to go .

IN RE: TREASURER

Mrs. Margaret W. Lewis submitted her report for the month of October, 1983.

IN RE: TURNOVER AUDIT--CLOSING OF TREASURER'S OFFICE

The County Administrator stated that the Treasurer's Office will be closed December 22, 1983 through January 4, 1984 for the turnover audit. No business will be transacted at the office or by mail on those days.

IN RE: BUILDING INSPECTOR

Mr. James L. Blaha was not present. The County Administrator read his report for the month of October, 1983.

IN RE: ANIMAL WARDEN

Mr. L.A. Brooks, Jr. presented his report for the month of October, 1983.

IN RE: LIVESTOCK & FOWL CLAIM--J.C. OLGERS

Upon motion of Mr. Bennett, seconded by Mr. Robertson, Mr. Bennett, Mr. Robertson, Mr. Hargrave, Mr. Weber voting "aye", Mr. J.C. Olgers was awarded \$107 for one hog, six ducks, seven hens, ten bantoms, one hen, eight baby chicks.

IN RE: COMMUNITY DEVELOPMENT BLOCK GRANT--TRANSFER OF ADMINISTRATIVE RESPONSIBILITY TO DINWIDDIE COUNTY WATER AUTHORITY

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

WHEREAS, the County of Dinwiddie is in the process of entering into a contract with the Department of Housing and Community Development for the expansion of public utilities to the Piney Beach/Oak Hill areas with Community Development Block Grant Funds; and

WHEREAS, the County of Dinwiddie and the Dinwiddie County Water Authority developed this project as a joint venture; and

WHEREAS, the Dinwiddie County Water Authority has expressed a willingness to administer this project on behalf of the County.

NOW THEREFORE BE IT RESOLVED that the Dinwiddie County Board of Supervisors transfers administrative responsibilities to the Dinwiddie County Water Authority in all matters relative to the installation of public utilities covered under the Community Development Block Grant Program for FY 83-84.

IN RE: SHOOTING RANGE PERMIT--DINWIDDIE YOUTH FOOTBALL LEAGUE

Mr. W.C. Scheid, Director of Planning, presented an application for a shooting range permit from the Dinwiddie Youth Football League. He indicated they will be using the same location, W.W. Howard's property, as the Dinwiddie VFD which has already been approved for a range.

Upon motion of Mr. Hargrave, seconded by Mr. Bennett, Mr. Hargrave, Mr. Bennett, Mr. Robertson, Mr. Weber voting "aye", the Dinwiddie Youth Football League was granted a shooting range permit to hold turkey shoots at the described location, which will expire November 1, 1984.

IN RE: SHOOTING RANGE PERMIT--L.T. & JIM SLAUGHTER

Mr. W.C. Scheid, Director of Planning, presented an application for a shooting range permit from L.T. and Jim Slaughter. The location will be on property owned by Gordon Glass on Rt. 656.

Mr. Scheid stated he had received the application before the meeting and had not had a chance to visit the site.

Upon motion of Mr. Hargrave, seconded by Mr. Robertson, Mr. Hargrave, Mr. Robertson, Mr. Bennett, Mr. Weber voting "aye", J.T. & Jim Slaughter were granted a shooting range permit to hold turkey shoots at the described location contingent upon approval by the Director of Planning after visiting the site. The permit will expire November 1, 1984.

IN RE: RECREATIONAL ACCESS ROAD

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

WHEREAS, the County of Dinwiddie is eligible to apply to the Virginia Department of Highways and Transportation for funds to improve the access road to the County's recreational area located on the east side of Route 627 adjacent from the High School; and

WHEREAS, there is a need for the existing recreational right-of-way to be relocated and improved to increase the safety of vehicular traffic; and

WHEREAS, the existing intersection of State Routes 627 and 661 contributes to this problem; and

WHEREAS, the relocation of Route 661 appears appropriate and desirable from a traffic flow and safety viewpoint;

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia apply to the Virginia Department of Highways and Transportation for Recreational Access Funds to improve this situation; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the County Administrator be authorized to act on behalf of the County in securing such funds.

IN RE: SCHOOL BOARD--AWARD OF BID TO REMOVE ASBESTOS

Dr. Richard L. Vaughn, Superintendent of Schools, presented the following proposals for asbestos removal and replacement with approved material in the auditorium at the Dinwiddie County High School:

Spinazzola Systems, Inc.	23,590
WACO, Inc.	34,860
W.W. Nash & Sons	35,078
Masterclean	57,344

Dr. Vaughn requested authorization to accept the low bid and proceed with the work.

Mr. Hargrave asked about inspections of the work. Dr. Vaughn indicated the consultant hired would make all the inspections and see that all requirements are met.

Mr. Hargrave asked if funds for the work are available in the School Board budget. Dr. Vaughn stated there were no funds available in the budget; however, he felt sufficient funds could be obtained from the Sunnyside McKenney bond issue.

Upon motion of Mr. Hargrave, seconded by Mr. Robertson, Mr. Hargrave, Mr. Robertson, Mr. Bennett, Mr. Clay, Mr. Weber voting "aye", the School Board is authorized to accept the low bid of Spinazzola Systems, Inc. at \$23,590 for asbestos removal and replacement with approved material at the Dinwiddie County Senior High using funds remaining in the Sunnyside McKenney School Bond issue.

IN RE: DELINQUENCY PREVENTION & YOUTH DEVELOPMENT ACT--  
RESTORATION OF FUNDS

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

WHEREAS, the Offices on Youth established under the Delinquency Prevention and Youth Development Act have developed and administered programs for young people that foster wholesome youth development; and

WHEREAS, Dinwiddie County has been the recipient of funding authorized under the Virginia Delinquency Prevention and Youth Development Act and has effectively initiated and administered programs which have a direct benefit for youth and families of this community; and

WHEREAS, the Dinwiddie County Board of Supervisors has established a Commission on Youth and Community to assess and plan for youth needs in the county and to work with existing services to meet identified needs.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia supports the continuation of Delinquency Prevention and Youth Development Act funds in the fiscal year 1984-86 biennium budget of the Commonwealth of Virginia; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that copies of this resolution be forwarded to the Governor of the Commonwealth Secretary of Public Safety, Director of the Department of Corrections and Dinwiddie County's delegation to the General Assembly.

IN RE: VIRGINIA DEPARTMENT OF HIGHWAYS AND TRANSPORTATION--  
ADOPTION OF SIX-YEAR PLAN

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

WHEREAS, Sec. 33.1-70.01 of the Code of Virginia, 1950 as amended, requires the Board of Supervisors to conduct a joint public hearing with representatives of the Virginia Department of Highways and Transportation for the purpose of discussing with the citizens of Dinwiddie County the entire Six Year Plan and to receive the interested citizens' comments; and

WHEREAS, this Six-Year Plan shall consist of improvements of the secondary roads in Dinwiddie County and is based on the best estimate of funds to be available to the County for expenditure on the Six-Year Plan period on the Secondary System; and

WHEREAS, the public hearing was held on the 5th day of October, 1983 at 2:00 P.M. in the Board Meeting Room of the Administration Building; and

WHEREAS, following the said public hearing, the Board of Supervisors of Dinwiddie County, together with representatives of the Virginia Department of Highways and Transportation have reviewed comments received at the public hearing;

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia does hereby adopt the Six Year Plan as presented by the Virginia Department of Highways and Transportation.

IN RE: RESOLUTION OF APPRECIATION--C.B. PERRY, II, RESIDENT  
ENGINEER

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

WHEREAS, Mr. Charles B. Perry, II, has served Dinwiddie County as Resident Engineer of the Petersburg Residency Office of the Virginia Department of Highways and Transportation with integrity and dedication for the past seven years; and

WHEREAS, Charles B. Perry, II has provided valuable guidance to the Dinwiddie County Board of Supervisors in improving the County's highway system; and

WHEREAS, the Board of Supervisors on this 2nd day of November, 1983 is desirous of acknowledging these qualities and further to express their appreciation for his work on behalf of the County;

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of Dinwiddie County, Virginia hereby commends Mr. Charles B. Perry, II for his many contributions and devoted service; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that a copy of this resolution be delivered to Mr. Charles B. Perry, II and a copy spread upon the minutes of this meeting.

IN RE: CONTRACT FOR DEVELOPMENT OF AN ECONOMIC DEVELOPMENT BROCHURE FOR DINWIDDIE COUNTY

Upon motion of Mr. Robertson, seconded by Mr. Hargrave, Mr. Robertson, Mr. Hargrave, Mr. Clay, Mr. Bennett, Mr. Weber voting "aye", the County Administrator was authorized to sign the following contract with the Crater Planning District Commission for the development of an economic development brochure for Dinwiddie County:

This Contract made and entered into this 2nd day of November, in the year 1983, by and between the Crater Planning District Commission, hereinafter referred to as Commission, and Dinwiddie County hereinafter referred to as County.

WHEREAS, the Commission has obtained a grant from the South Central Virginia Job Training Consortium to finance economic development activities; and

WHEREAS, the Commission has authorized its Executive Director to execute and administer a contract for specific economic development activities;

NOW, THEREFORE, the parties indicated above do hereby agree as follows:

#### ARTICLE I - SCOPE OF WORK

The County will ensure that all activities as outlined in Attachment A will be completed, which is hereby made part of this Agreement.

#### ARTICLE II - BASIS OF PAYMENT

Payment will be made by the Commission to the County on a quarterly basis following submission by the County of an invoice to the Commission detailing expenditures for actual costs incurred by the County in providing the services outlined in the Scope of Work (Attachment A). The Commission will make payment to the County within five working days of receipt of funds by the Commission from the South Central Virginia Job Training Consortium, for the services rendered. Total payment for all services rendered under this Agreement shall not exceed the sum of Eight Thousand Dollars and No Cents (\$8,000.00).

#### ARTICLE III - TIME OF PERFORMANCE

This Contract shall run for the duration of those activities specified in Article I of the Agreement. All work covered by Article I of the Agreement shall be completed no later than June 30, 1984.

#### ARTICLE IV - MAINTENANCE AND AUDIT OF RECORDS

The County shall permit authorized representatives of the Commission and the South Central Virginia Job Training Consortium to inspect and audit all work materials, payrolls and other data, records, and accounts of the County with regard to the project covered under this Agreement. The Commission may require the County to furnish at any time prior to the closeout of this project audit records prepared according to generally accepted accounting principles.

#### ARTICLE V - CHANGES

Any changes, including but not limited to any revision or modification of this Agreement, shall be effective only with the express written consent of both the Commission and the County. Such changes shall be incorporated in this Agreement.

ARTICLE VI - PROCUREMENT

The County shall follow the requirements of Public Procurement Act of Virginia when subcontracting for services enumerated under this Agreement.

ARTICLE VII - VIRGINIA FAIR EMPLOYMENT CONTRACTING ACT

The County, its agents, employees, assigns or successors, and any other person, firm or agency of whatever nature, with whom they may contract or make agreement, shall comply with the provisions of the Virginia Fair Employment Contracting Act (2.1-374 through 2.1-376 of the Code of Virginia (1950) as amended), the terms of which are incorporated herein by reference.

VIII - COMPLIANCE WITH TITLE VI OF CIVIL RIGHTS ACT

The County, its agents, employees, assigns or successors, and any other person, firm or agency of whatever nature, with whom it may contract or make agreement, shall comply with the provisions of Title VI of the Civil Rights Act of 1964, which are made a part of this Agreement by reference.

IN RE: BINGO & RAFFLE PERMIT--SHARON BAPTIST CHURCH

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

WHEREAS, the Sharon Baptist Church has made application to the Board of Supervisors for a Bingo & Raffle permit; and

WHEREAS, the Sharon Baptist Church meets the requirements as set forth in Sec. 18.1-340 of the Code of Virginia and has filed the required \$10 fee;

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

IN RE: ROBERT RAGSDALE

Mr. Robert Ragsdale requested to be placed upon the agenda for this meeting.

Ragsdale - "Gentlemen, here some months back last year, something came to my attention on the road that was put in going out the back to Rt. 627. I asked three supervisors for some information on it. Two of them answered me and one of them didn't. The answers I got back I still don't feel like are satisfactory. I feel like it's been a run around, maybe something I don't know. I got the report that was furnished to the members of the Board of Supervisors, which I hope all of you have read. And if I am wrong, I apologize but I don't think I am. I would like a better explanation than what we have on it; the costs of the road and the transactions on the road coming back to Rt. 627.

Weber - Mr. Knott, can you brief Mr. Ragsdale?

Knott - What are the questions on it?

Hargrave - Robert, you're talking about where the tie was made between the firehouse and the law offices?

Ragsdale - I'm talking about the transactions. That's right.

Hargrave--That took place five to six years ago.

DATE: 11/02/83 BY: CLAY, B. D. 011 200 0000

Ragsdale - Well he just put one out and I think Mr. Robertson requested a full accounting on it. I think at the last Board meeting it was given out to all the members.

Robertson - Mr. Ragsdale, the thing that brought this about, would you elaborate on that. I think you saw something about a bankruptcy.

Ragsdale - A bankruptcy was taken last September 2, 1982. Will-Knott, Inc. owed Dinwiddie County \$7500.

Weber - I believe that was for pavement.

Ragsdale - For pavement, putting the road in and what not. As far as I am concerned Will-Knott has not done anything wrong.

Weber - Will you brief Mr. Ragsdale on this Mr. Knott?

Knott - About the bankruptcy?

Ragsdale - I know about that.

Knott - The bankruptcy says that . . .

Ragsdale - Owes Dinwiddie County \$7500. That's what brought it to my attention. Since that time, I haven't been able to get an answer on how the thing was worked out, and so forth. On February 4 of this year, Will-Knott paid \$4,000 and deeded .17 acre of land to Dinwiddie County.

Knott - Did Will-Knott Corporation owe Dinwiddie County \$7500?

Ragsdale - Well, I can see approved by the Board, they agreed to pay it. You have the facts and figures. You put these papers out.

Knott - They agreed to pay what?

Ragsdale - \$7515.85, I believe to be exact.

Knott - Did they agree to pay that?

Ragsdale - Yes sir. That's by your figures. Let me get Mr. Andrews. He has all the papers here.

Mr. Francis Andrews addressed the Board at this point:

Andrews - I think what Robert is referring to is the original \$3200 that Will-Knott was supposed to pay for their share of the paving plus, apparently, there were some authorized extras that Will-Knott was supposed to share in the costs, and there was a billing or a letter from the County Administrator to Will-Knott billing them for the \$3200 plus \$4500 or so in extras. And the question comes up as to whether Will-Knott ever paid it. The letter that the County Administrator sent is dated December 18, 1978 and there was no further record of any correspondence with Will-Knott Corporation until September 15, 1982. I think that's the question Mr. Ragsdale has. First of all, why did the amount go unpaid from 1978 to 1982, and further, why did not Will-Knott pay the full amount that was requested of them?

Knott - Alright, the two questions then are why they did not pay the \$4200 or whatever it is - \$4300 - and why that was on December 18, 1978 and the next conversation was September 15, 1982.

Trying to go back and recap it somewhat, back when the road was put together. The triangular part, and I'm sure there were some plats in there that show how vital it was to the County to have it, the .17 triangle of land to complete their roadway from the



rear of the parking lot out to Rt. 627. I believe construction started May 22, 1978. That was the day that Mr. Wade came and started construction and that was also the day that I checked into the hospital. So the conversation that I had with Mr. Wade and representatives of Will-Knott Corporation was over the phone from the hospital.

There had been much discussion - the primary cost - and this \$4200 reflects that - the primary cost on the area was the installation of a pipe, 30-inch pipe I believe is the size of it from 627 down to - you can see where it comes to. That was the main concern. In the first discussions with Mr. Wade, pipe was not included. This was discussed by the Highway Department, Mr. Wade, our architect and his engineer, back when they were working on the road. They were working on the road back in 1977 and they were concerned about the fact that it was just going to be an open ditch there. So after evaluating all that, we had a final conversation. We had a conversation that afternoon I'd say 5:00 to 6:00 from the hospital, Petersburg General Hospital. I was talking with Mr. Wade and representatives of Will-Knott Corporation, I can't say - Whether it was W.B. Knott, Jr. - I think I talked to him and I talked to Herbert. They were the two there at the time. I think I talked to both of them. Be that as it may. I talked to representatives of Will-Knott Corporation and I talked to O.R. Wade. And they strongly recommended that the pipe be put in and now was the time to do it. Reflecting back on the input from various other people, it seemed like the proper way to go. Since I was in the hospital, I could not see a plat, did not have a plat in front of me, I extracted from Will-Knott Corporation a guarantee to pay for that pipe if it was on their property, on the one acre they were retaining. If it was on the .17 acre that the County would retain - would get from them - then it would be the County's responsibility because it was on County property or would be. That was put in, the pipe was, at the time the road was constructed. Moving on down to the letter of December 18, it reflects the pipe and some grading, rock and what have you in there. The conversations from Will-Knott Corporation was that they had agreed to deed the .17 acre to the County but if you look back to the minutes sometime during May of 1979, you will see when the Board of Supervisors agreed, with Will-Knott's request that they not deed all of the .17 acre of land. They wanted to retain a portion of it. The portion they would retain would have that pipe on it. So this was the conversation, say, from after the road was completed in August and September up until December. This was their conversation to me. I was opposed to this. I did not want them to retain any portion of the .17 acre because I thought the County should have control of that drainage easement. Because it was of primary importance to the State. Because it drains a great deal of State property up there. Across the road at Joe Lewis's store, there is a pipe that comes under the road, drains there, drains from the fire department and drains north beyond the building. I was opposed to them retaining any portion of the .17 acre of land but their conversation was to me that they wished to retain a portion of it and that portion they wished to retain had the pipe on it. So my letter to them of December 18 reflected the cost I felt proper. This was not discussed with them at all, as to what the cost would be. I felt they should pay if they retained that portion of the ground that had the pipe on it. They continued to feel that way as you will see in a recap they made of what they thought the proceedings were. They even went to the point that they wanted the County to deed some land to them which I also opposed and that went on.

Sometime in May, I walked the Board over there and they looked at it and they said that would be fine. They had no problem with them retaining the land provided the compensation was proper. I relayed that information to them and it drug on and on and on. Finally, they did not keep the land that the pipe

was on so therefore, they did not owe for the pipe-because that was County responsibility - because the pipe is on County land. It drug on and on. For the reason that Will-Knott did not settle, you will have to ask Will-Knott Corporation. I made many calls to Will-Knott and they sent, if you will notice in there, on two occasions, a recap of what they thought the history of it was. You will see it's in there twice because they sent it on two occasions; I think they're pretty much identical and I didn't read and compare them to assure they are identical. But I think they pretty much are. But they were sent to me on two occasions. Of course, that's their history of it and they still wanted the County to deed them a portion of County property in addition to retaining some, which, as I said, I was opposed to. The Board had not considered deeding any property but the longer it drug on and no response from them, the more adamant I became to obtain that .17 acre of land. As I said, many phone calls in the interim period provided no results. Then, in the summer - I can't give you exact dates - Will-Knott indicated it was ready to settle and they did not wish to retain any portion of the land. That they were willing to deed the entire .17 acre of land. We had a formal meeting on September 14, which my notes reflect in that meeting, that it was subject to Board approval on what was agreed upon. Then a letter followed it up on, I believe, September 15, to the County indicating their willingness to settle at \$4,000, and deed the entire .17 acre of land. Now, the original agreement said \$3200. Why the difference, \$3200 to \$4,000. The pipe did enhance the entrance to their property some. So it was the feeling that rather than them having to go over a ditch -- when they agreed on the \$3200, and to deed the .17 acre they had to go over a ditch--which would have had to be maintained. So it enhanced the entrance to their property some. In addition, it enhanced the whole situation. But primarily I felt - this was agreed upon - an additional \$800 was a fair amount for them to compensate. The pipe is about 10 to 15 feet off the line. The County would have been responsible for putting in that pipe anyhow because we had guaranteed them access from the road over to their property. So we would have had to put in that length of pipe to accommodate their driveway. So we reached a figure of \$800 we felt was a fair and just figure for how much the pipe enhanced the entrance to their property. That's the reason they gave a check for \$4,000, and that's the reason that it indicates in there that Will-Knott from September to February, when it was closed, had to get their house in order. Which they did and it was off to the Board of Supervisors with that explanation on March 2, 1983. The Board of Supervisors approved it and that's where we stand with it.

Ragsdale - They approved accepting the deed but there wasn't anything in there about them owing \$7500.

Knott - They never owed \$7500 to the County.

Ragsdale - There wasn't anything where the Board approved taking \$4,000 that I can see anywhere in the minutes.

Andrews - The Board apparently, at least according to the minutes anyway, did not reach a conclusion as to what the settlement would be for this transaction.

Knott - Let me check something, just one second.

Weber - The .17 acre land was deeded to the County at no charge. No money was paid for it.

Andrews - That's right.

Weber - The bankruptcy report said Will-Knott owed the County \$7500 I believe.

Andrews - The bankruptcy was for Mr. Baskerville Knott and he showed a contingent liability on his part for monies that Will-Knott reported to owe Dinwiddie County and Mr. Knott's

bankruptcy petition or schedule of debts showed as of September 2, 1982 that he expected he would owe \$7500 to Dinwiddie County. Seems that in least in Baskerville Knott's mind from 1978 to 1982, he expected that his liability or the liability of Will-Knott was \$7500. Maybe some price changes occurred after September 2, 1982.

Hargrave - What I understand is that when one takes bankruptcy, he is encouraged to list everything that you might owe, expect that you could owe or what. That was put down as the \$7500, the price that totals both the land as earlier discussed and the keeping the land and that \$4300 cost then of the pipe if the land.. That's the way in his mind I would guess he arrived at it and put it down on paper. Then the business apparently concluded in another direction.

Knott - On the \$4,000, on the March 2, 1982 minutes, it does not reflect the \$4,000 but the reason it is so vivid in my mind is that in my explanation of it, Mr. Clay asked me "did we owe them \$4,000" and I told him no, they were coming to us at \$4,000, the amount was just omitted. But it certainly was discussed with the Board that day and, of course, the \$4,000 check has been delivered and deposited in the bank by the Treasurer.

Andrews - I realize the \$4,000 had been deposited. I gathered that from a letter that you wrote to Will-Knott. The question that we had here was that on your March 2 meeting of 1983, you did vote to accept the deed but not to any settlement of any monies between Dinwiddie County and Will-Knott Corporation.

Knott - That is true. The minutes do not reflect anything about the \$4,000 check. That is true. That I assume is just an oversight.

Hargrave - Perhaps for history, that should be recorded in the minutes to completely capture the business at that time.

Andrews - In information that Will-Knott sent to you that you mentioned before, the two pages that showed where they were contemplating having an exchange of land or buying some land from Dinwiddie County, Will-Knott also mentioned in that particular document that they owed \$3200 plus some additional amount of money for the pipe, \$1512 for additional pipe.

Knott - That's correct because if it was on their land, they would have to pay at least that much.

Andrews - So you're saying that this pipe was installed on County land.

Knott - All the pipe was laid on County land so they would not have owed it. That's what I extracted from them at the hospital because I made them promise, since we were not face to face, I made them promise they would pay for that regardless if it ended on their property. But it did not end up on their property. As you notice on the second page, they state they offer to keep some land and have the County deed them some land and so they anticipated paying that amount at least.

Andrews - On this particular document, it shows extra costs per Will-Knott Corporation of \$4,315.85. That was also on the .17 acre. Correct?

Knott - Yes, I was trying to impress upon them the importance of how much money they would have to pay if they retained that land which I said I was opposed to. And it not only was the pipe, but he had to rent a backhoe, rock and everything of that nature, so it wasn't just the cost of the pipe itself. It was other things that went with it.

Andrews - On the total cost of the project, of course, it went way over what was approved by the Board. They originally approved \$16,700...

Knott - for the construction of the road, yes sir.

Andrews - I believe the total cost amounted to over \$20,000.

Knott - It amounted to between \$27,000 and \$28,000 for the construction and also putting in the easements, the drainage easement, pipes and what have you.

Hargrave - Did some of that come from the requirement of the turning lane?

Knott - That's right. The State Highway laid a great deal of that on us.

Hargrave - We were surprised. The turning lane had to be placed on the eastbound lane.

Andrews - Maybe I don't have all the information here, but from the Virginia Department of Highways & Transportation, at least according to this document here, they required \$2,945.80 worth of additional work.

Knott - That's what they required certainly and by them requiring certain things, it had the effect of a snowball in requiring the County to do certain things too to incorporate what they wanted to do as well as make it palatable. We had to do some work for the fire department because you see the corner of this triangle went over on the fire department so we had to do some work for that, in grading that off and what have you.

Hargrave - And taking care of the drainage in that area. That had to be modified, if I remember. The whole thing started in trying to get an access to the rear of this building because so much of the traffic, particularly from the high school, didn't need to go out on Route 1 and have that more difficult entry. The more we could get out the back the better. That began the effort and then the effort became more complicated by drainage and then by the parallel exit widening of the road and I vaguely seem to recall something and, I ought not to even inject this, about that getting into Will-Knott's way and the use of their entrance because the use narrowed them up. That's all very vague. Our whole effort was to get that access at the best possible deal for the County and have a proper access short of condemning land.

Andrews - Well, I think we agree with the need for it.

Hargrave - We hadn't gone to the beginning.

Andrews - The way that it all seems to have fallen or not fallen in place - I think is what is a question in the minds here. The additional cost, is it not customary for the Board of Supervisors to approve these additional costs or do you have the authority to do that?

Knott - The Board of Supervisors approved those additional costs in June, August and September. They put a cap on it and that was for the benefit of our negotiations with Mr. Wade but also the Board of Supervisors was quite aware that there would be additional costs because the Highway Department had indicated that there would be certain requirements placed upon them when they constructed the road. Such as a drop inlet in front of the firehouse, that was an additional cost. Another one was a drop inlet down further into the road. Those things the Board was quite aware of, realizing what it would be. You'll notice the \$16,700 was the cost on the actual construction of the road and that was for the benefit of negotiating with Mr. Wade. You'll see, I believe, his bill to the County for actual construction is \$16,300 and some dollars and the extra cost is for drainage and what have you that we realized we didn't know what

the price would be but those things were coming.

Ragsdale - There wasn't anything in the minutes.

Andrews - There wasn't anything in this packet of material.

Knott - They approved the payment of the claims on those particular dates, in June. . . .

Andrews - They approved the payment but did they authorize the expenditure to begin with?

Knott - There were discussions held with the Board on everything that was done. Just like when you go out to do anything the Board of Supervisors, those five men, are not standing right behind you to give an amen to whatever you might do. Just like when we came down that road, we had to relocate it because we ran into the drainfield. It cost us a little bit to move it but I don't think that you have to wait. In digging that large drainage ditch, we cut off the end of the drainfield lines and that had to be repaired immediately and that was an additional cost. There are some things that you have to do at the time that are needed to be done to effectively get it done at the most economical cost.

Andrews - In Mr. Wade's billings, he included \$1240 for engineering. I thought Moseley-Hening did all the engineering work. They didn't handle this?

Knott - Moseley-Hening drew the plans that you have a copy of.

Andrews - What engineering was done by Mr. Wade? I didn't realize he did that too.

Knott - All the surveying was done by him - all the laying out, what have you. He put in there \$1200. Now if you want me to itemize the \$1200, I can't do that. That's what he put in for his cost to relocate the road. If he says it costs \$1200 to relocate it, it may or may not be that costly, I don't know.

Ragsdale - It was my understanding that this packet is all the information pertaining to the road. I'm sure all of you gentlemen have read it, Jack?

Bennett - No, truthfully. I haven't read it.

Ragsdale - You should.

Bennett - Well, I agree with you and if I had known you were going to be here discussing it today, I would certainly have. Let me read you what I knew about Robert Ragsdale. "Robert Ragsdale telephoned Wendy and requested to be placed upon the agenda. He declined to reveal the matter he wishes to bring before the Board." I had no idea what you were coming up here to speak for today. Truthfully, I am unprepared to respond to anything.

Ragsdale - I asked Mr. Clay about it and he was going to get back to me in a couple of days. You didn't know anything about Will-Knott owing \$7500.

Clay - No.

Ragsdale - As far as I'm concerned, this was poor information; the papers I've been through here of the cost of building the road, the transactions with Will-Knott. As far as I'm concerned, Will-Knott hasn't done anything wrong. I think it's a poor way for the County to do business. If I ask any County official, I feel I should get a straight answer instead of assuring me there's nothing wrong.

Weber - I think what Mr. Ragsdale is most interested in is the .17 acre of land that was deeded over to the County at no cost. We all understand that. And the...

Ragsdale - The documents here stated that Will-Knott agreed to pay \$7515.85.

Weber - The County received a \$4,000 check.

Ragsdale - There wasn't anything mentioned about the \$4,000 until a letter written September 15 to the County agreeing to pay \$4,000.

Knott - Let me ask one question if I may. Mr. Andrews you have the papers there right? Do you have any document in there that says Will-Knott has agreed to pay \$7500?

Andrews - I just have a billing from you.

Knott - But you don't have anything that they agreed to pay it?

Ragsdale - No sir, what you presented to the Board, what you presented says \$7500, in my way of reading it.

Hargrave - As I understand what that was saying to them that if they desire to retain the land, that's what it was going to cost. And they made the decision, as I understand it, not to retain the land and incur that cost then of having placed the pipe on it. Is that not it?

Ragsdale - Have you read this document from the back to the front?

Hargrave - Yeah, I've scanned it. There's a whole lot of notes and details, I haven't memorized. I didn't know we were going to sit and talk about it. I don't even have it with me.

Ragsdale - If this is the way the County does business, it's a poor way of doing business.

Hargrave - I think that if one goes through and understands it, you'll find the road very efficiently built, that nothing is wrong in the money spent, everything was accomplished at the best price it could have been. I think it is confusing Robert.

Ragsdale - It appears when you have O.R. Wade--nothing against O.R. Wade, he's done nothing wrong--put \$1200 for engineering to move a road over and I don't see anything approved and I understand this is supposed to be all the documents pertaining to the road. I don't see anything in there approved from \$16,000 to \$27,000 or \$28,000. If the County is going to spend \$27,000, I think the Board should approve it.

Hargrave - Everything that is spent is approved by the Board. We get a statement of everything that is spent and that thing was discussed.

Ragsdale - Why couldn't somebody answer me.

Clay - I didn't know. I had forgotten it.

Hargrave - This thing is six years old. It is obviously quite complicated and one can sit and study it and chase it through to a clear, satisfactory understanding that takes a lot of time. It was done properly.

Ragsdale - I think it's poor business.

Hargrave - We could have gone out Robert and condemned the land and probably some group that you might have participated

in could have placed a \$15,000 property damage or some exorbitant figure, on it--whoever makes up property boards, and then we might have paid that money and we would have had upset neighbors and the land and we would have spent alot of money.

Ragsdale- Didn't the Board turn it down when it was first brought up, Mr. Knott? Knott - That's correct.

Ragsdale - Didn't they turn it down the second time?  
Hargrave - I don't recall.

Ragsdale - When it was presented the third time, it was adopted. It seems to me it was a pet project of Mr. Knott's.

Hargrave - I don't remember whether the conditions changed, what the proposals were. The records would have to be sought. I feel like we needed that road. Ragsdale - I'm not arguing that.

Hargrave - I feel like we got the road at just about the least cost it could have been gotten. This is the detail that had to be suffered. Ragsdale - That's your opinion.

Hargrave - I remember standing in the corner now that we sit here and talk about it. Remember I mentioned to Francis earlier, I remembered the drainage, the fire department had to have a fill and a pipe. Now I recall the drop problem. They had to put in a manhole and a vertical drop to get in the pipe. All of these things just began to be discovered. I don't believe the architects had this access design in the original review of this plan. I thought this was an addition that was made in order to get us to that road. I just don't recall. I can go home and get my drawings, the original eight years ago of this building I feel like we added it to improve the traffic flow. To me, it has been done properly and it's alot of detail to it but if you will, with all due respect, it's a much ado about nothing.

Ragsdale - Mr. Hargrave, I believe you're intelligent, I would like for you to read this document and see if it makes sense.

Hargrave - I will be glad to and make notes. I sat through the business and was satisfied at the time.

Ragsdale - I would like for the whole Board to read it. Just like when it was approved on March 2 of this year, the acceptance of the deed, wasn't anything brought up about the money. I think the Board should have been made aware of it and the monies at that time. I don't see anything where the Board approved \$4,000.

Ragsdale - I would like to direct this at Mr. Clay. When the County bought this property for the bus garage, did the County give Mr. Jones, the Treasurer, a limit to go to? Clay - I'm not sure. Ragsdale - Didn't it change the day of the sale and permission was given to go higher? Clay - Yes, I believe they were. Ragsdale- Without a Board meeting? Clay - Yes, without a Board meeting. Ragsdale - Is that the way to do County business? That was my tax dollar too.

Ragsdale - Mr. Knott, do you have any private lines or tap lines going to any departments in the County government?

Knott - Any what?

Ragsdale - Any lines going directly into any departments in the County? Knott - No sir. Ragsdale - No private lines? Knott - Not to any departments in the County, no. Ragsdale - no private lines directly into any county departments. Knott - no sir, nothing that goes from my line directly to any department other than what anybody else has. Ragsdale - They have to come

through your Secretary? When I call you, I get the Secretary?  
Knott - That's correct. Ragsdale - Do you have any line where people can call you and you don't have to go through a Secretary?  
Knott - I have a private line to call out on but nobody calls me on it. Ragsdale - You're sure of that? Knott - It has rung occasionally, but I haven't answered it.

Ragsdale - Gentlemen, do you or do you not think it's a conflict of interest for Billy Knott being the County Administrator and his wife working down in the School Board. Think about it. That's all I have. I still think I need a better explanation on this transaction.

Weber - All of this started before Mr. Robertson and myself came on the Board, which of course, everyone knows. We saw the paper which you called me on and I called Mr. Knott and I did give you an answer. Ragsdale - It wasn't satisfactory. Weber - I know it wasn't satisfactory but you did get an answer. You called Mr. Robertson and he got your report which we all read. I saw that report at 11:00 that night which Mr. Knott gave out. Mr. Hargrave stated that he had seen it and been through the report.

Hargrave - It's not a report- It's a half inch of minutes and notes -- not a summary report. I scanned those papers, yes sir.

Weber - I saw it at 11:00 that night. I feel like as Chairman, I should have seen it first.

Ragsdale - I think so myself.

Weber - One thing you're interested in is that you know the County got .17 acre of land at no cost. They received a check for \$4,000 and you are interested the very first time in what happened to the \$3200. Ragsdale - What happened to the \$3200.

Weber - Now today, you have been explained some pipe has been installed crossing the highway out here. Now you're not satisfied and I don't understand it yet where the \$3200 is. There is a lot here I still don't understand. Ragsdale - Looks like to me Will-Knott would pay the County \$7515.85. Weber - We first were told it shouldn't even have been, the \$7500 owed the County, shouldn't have been on the bankruptcy report. Correct me if I'm wrong.

Knott - I said I didn't know why it was on there. I didn't say it shouldn't have been on there. That's up to the bankruptcy people. I just said I didn't know why it was on there when I was asked about it.

Weber - The only thing I have seen and Mr. Robertson was the deed to the land. I signed that deed. I wish I could give you more answers Mr. Ragsdale.

Ragsdale - I don't think Mr. Baskerville Knott would have listed it on there if he hadn't thought the money was owed. Knott - Have you talked to him about it? Ragsdale - As far as I'm concerned Will-Knott hasn't done anything wrong. If they could get it for nothing and got paid for the land, that's fine. I do think when you get down to authority, when you get to a sale and are given a limit, and somebody gives authority to go higher...Who gave that authority? Clay - I did. Ragsdale - On whose authority? Clay - Frank and I decided it was worth more. Ragsdale - I think you told them to go higher. Clay - I did. Ragsdale - What was the purchase price? Clay - I don't remember. I don't remember what we paid for it.

Ragsdale - I think the County should run business in a business-like way. When I come to Mr. Knott or you or anybody else, any official of the County, and ask a question, I should get a straight answer.



Weber - Did Mr. Clay have the authority to raise the price without coming back to the Board? I'm just asking the question, or can any Board member do it on his own?

Hargrave - As I recall that business, the Board agreed to have Mr. Jones bid on that property for a possible future site for a bus garage. The Board agreed on that. As I recall, Mr. Clay informed the Board of the advice he had given Mr. Jones. It seemed proper at the time. The Board certainly, the Board at that time, approved of payment. The money wasn't spent as I see it, until the payment was approved.

Ragsdale - You check the minutes, Mr. Hargrave, you'll find a limit was given.

Hargrave - Must have been afterwards, Robert, the Board approved the payment. I don't recall the business. I recall we sought land for the bus garage, the idea to have Mr. Jones, the Treasurer of the County, certainly a trusted individual...

Ragsdale - This happened to be Mr. Knott's land and you didn't go out and look for any land anywhere else.

Clay - Mr. Knott didn't know anything about it. That's the reason we met in Mr. Elder's office.

Ragsdale - I felt we should bring up County business.

IN RE: RECONSIDERATION OF SCHOOL BOARD VEHICLES

Mr. Hargrave stated that he had talked with a driver of one of the special education vehicles who explained the condition of the children that are transported and the need for air conditioning in these cars. Therefore, Mr. Hargrave moved that the purchase of the new vehicles for the School Board be reconsidered. Mr. Robertson seconded the motion. Mr. Hargrave, Mr. Robertson, Mr. Clay, Mr. Bennett, Mr. Weber voted "aye".

IN RE: AIR CONDITIONING FOR NEW SCHOOL BOARD VEHICLES

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

BE IT RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the motion concerning purchase of school board vehicles, adopted October 19, 1983 be rescinded; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Dinwiddie County, Virginia that the School Board be authorized to purchase four vehicles from the low bidder with air conditioning on those vehicles which will be used to transport special education students with needs which require air conditioning in the vehicle.

IN RE: EXECUTIVE SESSION

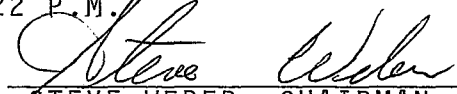
Upon motion of Mr. Bennett, seconded by Mr. Clay, Mr. Bennett, Mr. Clay, Mr. Robertson, Mr. Hargrave, Mr. Weber voting "aye", pursuant to Sec. 2.1-344(6) of the Virginia Freedom of Information Act, the Board moved into Executive Session at 4:06 P.M. to discuss legal matters. The meeting reconvened into Open Session at 4:19 P.M.

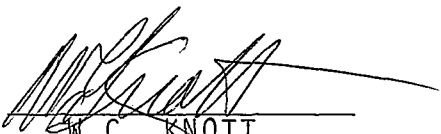
IN RE: PRESENTATION OF PICTURE -- C&P TELEPHONE COMPANY

The Chairman delivered a picture which was presented to Dinwiddie County by the C&P Telephone Company on October 27, 1983.

IN RE: ADJOURNMENT

Upon motion of Mr. Robertson, seconded by Mr. Clay, Mr. Robertson, Mr. Clay, Mr. Bennett, Mr. Hargrave, Mr. Weber voting "aye", the meeting adjourned at 4:22 P.M.

  
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STEVE WEBER, CHAIRMAN

ATTEST:   
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W.C. KNOTT