

LUNENBURG COUNTY BOARD OF SUPERVISORS
GENERAL DISTRICT COURTROOM
LUNENBURG COURTS BUILDING
LUNENBURG, VIRGINIA

Minutes of January 11, 2024 Reorganizational Meeting

The annual reorganizational meeting of the Lunenburg County Board of Supervisors was held on Thursday, January 11, 2023 at 6:00 pm in the General District Courtroom, Lunenburg Courts Building, Lunenburg, Virginia. The following members were present: Supervisors T. Wayne Hoover, Alvester Edmonds, Greg Currin, Frank W. Bacon, Mike Hankins, Robert Zava, Edward Pennington, County Administrator Tracy M. Gee, Deputy County Administrator Nicole Clark, and Assistant County Attorney Drew DiStanislao. County Attorney Frank Rennie was absent.

County Administrator Gee called the reorganizational meeting to order.

Chief Deputy Circuit Court Clerk Sonya Blackwell administered the Oath of Office to Supervisors Alvester Edmonds, Greg Currin, Mike Hankins and Edward Pennington.

Administrator Gee asked for nominations for the position of Chairman.

Supervisor Hankins nominated Alvester Edmonds, and Supervisor Hoover seconded the motion. On a roll call vote, Supervisor Edmonds was nominated as Chairman.

Supervisor Hoover motioned that Chairman nominations be closed, with Supervisor Hankins making the second, and all present in favor.

On a roll call vote, Supervisor Edmonds was unanimously elected to the position of Chairman.

Administrator Gee presented Chairman Edmonds with the gavel.

Chairman Edmonds asked for nominations for the position of Vice-Chairman.

Supervisor Hankins nominated Frank W. Bacon as Vice-Chairman and Supervisor Hoover seconded the motion. On a roll call vote, Supervisor Bacon was nominated to the position of Vice-Chairman.

Supervisor Hankins motioned that nominations for Vice-Chairman be closed, with Supervisor Zava making the second, and all present in favor.

On a roll call vote, Supervisor Edmonds was unanimously re-elected to the position of Vice-Chairman.

Supervisor Bacon made motion, seconded by Supervisor Pennington and unanimously approved, to adopt the 2024 Invocation and Meeting Schedule and 2024 Holiday Calendar.

Supervisor Hoover made motion, seconded by Supervisor Hankins and unanimously approved, to adopt the Board's Code of Ethics and Procedures.

Supervisor Bacon made motion, seconded by Supervisor Pennington and unanimously approved, to adopt Robert's Rules of Order.

Chairman Edmonds called the regular meeting of the Board of Supervisors to order.

Supervisor Hankins led the Pledge of Allegiance and gave the invocation.

Chairman Edmonds requested additions to the agenda from the Board and the public. Administrator Gee requested State Homeland grants be added as 13A. She also requested that item 12 (Reassessment Update) be moved to item 9F.

Chairman Edmonds called for any conflicts of interest from any board members. There were none.

Chairman Edmonds called for anyone wishing to speak under Citizen Comment. There were none.

Supervisor Hankins made motion, seconded by Supervisor Pennington, and unanimously approved, to accept the Consent Agenda to include the minutes of the December 14, 2023 meeting, the Treasurer's August 2023 reports and the following Warrants for Approval:

December 2023:

Payroll: Direct Deposit	\$ 192,547.25
Payroll Check #2029	\$ 840.93
Payroll Taxes Federal:	\$ 63,960.88
Payroll Taxes State:	\$ 11,803.17
ACH Payroll Payments:	\$ 48,157.35
<i>WIRE TRANSFERS (L3Harris Payments)</i>	<i>\$ 492,500.00</i>
Accounts Payable: #83968-84155	<u>\$ 562,788.76</u>

Total: \$1,372,598.34

School Superintendent Dr. Stanislas advised that the school division recently received notice of additional State Funds in the about of \$1,097,570 to Fund 1. She added that the addition would not require an additional local funds. She requested the Board accept and appropriate the funds to the FY2024 School Board Budget. Dr. Stanislas stated that the additional funds would go towards some of the projects that were planned but had to be postponed due to the increase in employee health care costs and the two percent increase in salaries. She said that \$50,000 of the funds were a part of the safety and security grant. She continued that the updated budget is based on the current ADM of 1485. Supervisor Hoover noted that both Finance Committees had met and had productive discussions. He added that the Finance Committee was fully supportive of the request.

Supervisor Hoover made motion, seconded by Supervisor Bacon, and unanimously approved, to accept the additional State Funds in the about of \$1,097,570 to Fund 1 for the school system.

Lunenburg County Public Schools

School Board Office

1009 Main Street
P. O. Box 710
Kenbridge, Virginia 23944
Voice 434-676-2467 Fax 434-676-1000

December 8, 2023

Supplemental Appropriation FY2024 #2

WHEREAS the Lunenburg County School Division received notification of additional state funds on October 12, 2023; and

WHEREAS these funds need to be appropriated to the School Board Budget in Fund 1, (County Fund 250); and

WHEREAS these expenditures do not require any additional transfer of Local Funds to the school division;

NOW THEREFORE BE IT RESOLVED that the Lunenburg County School Board respectfully requests the Lunenburg County Board of Supervisors appropriate \$1,097,570 to the FY2024 School Board Budget in Fund 1. The revised total budget will increase from the original budget of \$25,992,340 to \$27,089,910, plus Supplemental Appropriation FY2024 #1 for \$55,037 to be posted to RDA for a total of \$27,144,947.

Attest:

Signed Melanie B. Currin

Melanie B. Currin, School Board Chairman

Sharon Stanislas

Sharon Stanislas, Division Superintendent

Jamyce W. Watson

Jamyce W. Watson, School Board Clerk

Dr. Stanislas explained that the School Board would like to modify their payroll procedures from a two-month accrual process to a one-month accrual. For FY2025 they propose to make the first payment to ten- and eleven-month employees in August instead of September. She added that this solution will resolve the issue of a new teacher reporting to work early in August and not receiving compensation until the end of September. She continued that current ten- and eleven-month employees would receive their last pay for FY24 in August and the first pay of FY2025 in August, but the FY24 payment would be accrued back to FY24 and the FY25 August check would be charged to FY25. Dr. Stanislas noted that the change will help improve their recruitment of new personnel. Supervisor Hoover shared that this change would not require any additional funds from the county.

Supervisor Hoover made motion, seconded by Supervisor Pennington, and unanimously approved, to allow the school system to modify their payroll procedures from a two-month accrual process to a one-month accrual, beginning in August 2024.

Mr. Kevin Smith of VDOT provided his monthly report. He shared that during the recent rain storms, the county had twenty-five road closed, at one time due to flooding. He shared that all but seven had been reopened. Mr. Smith stated that crews are still prepared for any upcoming winter weather that may come. He advised that he has received a citizen request to abandon a road. He added that the abandonment consists of 0.34 mile of Route 673 (Parsons Lane). He noted that the land owner would be responsible for any cost associated with the process of abandonment. Mr. Smith stated that an advertisement would need to be posted for thirty days and he would like the Board to consider holding a public hearing in March. Supervisor Zava asked if the abandonment would cause any parcels to be land locked. Mr. Smith replied no, as the abandonment only impacts the owner making the request.

Supervisor Pennington made motion, seconded by Supervisor Bacon, and unanimously approved, to advertise for a public hearing to abandon 0.34 miles of Route 673 (Parsons Lane) per the landowner's request and at the landowner's expense.

Director of Economic Development Taylor King provided her monthly report. She shared that the project management team for the Dogwood Solar project had held their first meeting. She also advised that the "Welcome to Lunenburg County" signs had been ordered. She noted that the Enterprise Zone Amendment request was approved.

Administrator Gee explained that Lunenburg County was awarded \$77,175 from GO Virginia, to be matched by \$42,500 in previously spent local funds for site work. The County was also awarded \$77,175 from the Tobacco Commission. The combined grant funds totaling \$154,350 is to be used for the Lunenburg Commerce Center to complete due diligence studies to raise the Tier level of the park and make it business-ready. The County must pay the invoices up front, then submit the invoice along with canceled checks for reimbursement.

Supervisor Bacon made motion, seconded by Supervisor Hoover, and unanimously approved, to accept and expend the combined grant funds totaling \$154,350 to be used for the Lunenburg Commerce Center to complete due diligence studies to raise the Tier level of the park and make it business-ready.

Ms. King shared a list of individuals who are willing to serve on the Joint Comprehensive Plan workgroup. They are as follows:

County of Lunenburg:

- Tracy Gee, County Administrator
- Frank Rennie, County Attorney
- Drew DiStanislao, Assistant County Attorney
- Buck Tharpe, Planning Commission Chairman
- Edward Pennington, Board of Supervisors Representative
- Taylor King, Director of Planning and Economic Development

Town of Kenbridge:

- Tony Matthews, Town Manager
- Wanda Morrison, Mayor
- Jason Wilson, Planning Commissioner

Town of Victoria:

- Rodney Newton, Town Manager
- Allen Smith, Mayor
- Ronald Mattox, Planning Commissioner/Town Council Member

Supervisor Bacon made motion, seconded by Supervisor Zava, and unanimously approved, to approve the Joint Comprehensive Plan workgroup.

Supervisor Bacon made motion, seconded by Supervisor Pennington, and unanimously approved, to approve the Abstract of Votes for the Sheriff position after the recount resulted in the same result.

ABSTRACT of VOTES

Cast in LUNENBURG COUNTY, VIRGINIA
at the 2023 November General and Special Elections held on November 07, 2023 for,

Sheriff (Lunenburg County) District: LUNENBURG COUNTY

NAMES OF CANDIDATES ON THE BALLOT	TOTAL VOTES RECEIVED (IN FIGURES)
Arthur Townsend Jr.	1844
Michael J. Fowlkes II	1812
R.G. "Ronnie" Long, Sr.	139
Total Write-In votes [Valid Write-Ins + Invalid Write-Ins = Total Write-In Votes]	7
Total Number of Overvotes for Office	4

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on November 07, 2023, do hereby certify that the above is a true and correct Abstract of votes cast at said election for the Sheriff (Lunenburg County) and do, therefore, determine and declare the following person(s) has received the greatest number of votes cast for the Sheriff (Lunenburg County).

Arthur Townsend Jr.

Given under our hands this 15TH day of NOVEMBER, 2023

[Signature], Chairman
[Signature], Vice Chairman
Chloe L. Wright III, Secretary
Chloe L. Wright III, Acting Secretary

Administrator Gee advised that she had received bids from six contractors on the Historic Courthouse Roof Project. She noted that Benton Roofing provided the lowest bid of \$74,947. She advised that alternate options were not included in that price. She checked the references provided by Benton Roofing, one of which being the Biltmore Estate in North Carolina. She reported that the reference contact stated that the work performed was as expected and the cost did not exceed the bid price.

Supervisor Bacon made motion, seconded by Supervisor Hankins, and unanimously approved, to accept the bid from Benton Roofing in the amount of \$74,947 for the Historic Courthouse Roof Project.

Administrator Gee provided a comparison of property values after the recent reassessment by Pearson Appraisal Service. She noted that the Board can modify the real estate tax rate or equalize the rate at an amount that creates no more than 101 percent of 2023 tax collection. She continued that the total value increased from \$954,775,100 to \$1,205,651,900, making the equalized rate \$0.304 per \$100. The current tax rate is \$0.38 per \$100. Supervisor Hoover shared that the Finance Committee recommended a new tax rate of \$0.33 per \$100. He commented that the County has public safety concerns that need to be addressed in the next four to six months. The increase in revenue can be used for this purpose. Supervisor Hoover shared that this would be a 9.6 percent increase in revenue for the County. The last time the County increased the tax rate was in 2012. Administrator Gee commented that a reassessment had not occurred since before the COVID pandemic and values have drastically increased since that time. Supervisor Bacon commented that the main purpose of the additional funds will be to support emergency services and police services.

Supervisor Bacon made motion, seconded by Supervisor Pennington, and unanimously approved, to advertise for a public hearing, at the March meeting, to increase the tax rate to \$0.33 per \$100 for the calendar year 2024.

Supervisor Hoover made motion, seconded by Supervisor Zava, and unanimously approved, to enter into public hearing regarding Conditional Use Permit – CUP 10-23: Conditional Use Permit for Gurdeep Singh to operate an Auto Service Center, Convenience Store Providing Gasoline Service, and Uses and Structures Accessory.

Mrs. Taylor King advised that the request had been before the Planning Commission and was approved for recommendation to the Board of Supervisors. She noted that there was a list of seventeen conditions that were to be attached to the permit. She commented that the applicant had requested that a mobile home be attached to the store for the utilization of its employees for daily hygiene or temporary housing. She added that no more than four employees shall be authorized to reside in the mobile home for no longer than seven consecutive days at a time. Mrs. King explained that the recommendation was to change the language in the conditions from temporary housing to permanent housing in item fourteen of the conditions. Mr. Singh explained that the mobile home will be on the left hand side of the store.

Supervisor Hoover made motion, seconded by Supervisor Bacon, and unanimously approved, to exit public hearing regarding Conditional Use Permit – CUP 10-23: Conditional Use Permit for Gurdeep Singh to operate an Auto Service Center, Convenience Store Providing Gasoline Service, and Uses and Structures Accessory.

Supervisor Hankins made motion, seconded by Supervisor Bacon, and unanimously approved, to approve the Conditional Use Permit – CUP 10-23: Conditional Use Permit for Gurdeep Singh to operate an Auto Service Center, Convenience Store Providing Gasoline Service, and Uses and Structures Accessory, changing the language in the conditions from temporary housing to permanent housing in item fourteen of the conditions.

Resolution for Conditional Use Permit 10-23: Gurdeep Singh

WHEREAS, Gurdeep Singh has petitioned the Lunenburg County Board of Supervisors to operate an Auto Service Center, Convenience Store Providing Gasoline Service, and Uses and Structures Accessory to Permitted Conditional Uses on tax parcels 034-0A-0-52, 034-0A-0-54, and 034-0A-0-56B, 1650 K-V Road, Victoria, VA 23974, consisting of 14.243 acres in a B-1 Limited Business District zone.

WHEREAS, after appropriate advertisements, the Lunenburg County Planning Commission held a public hearing and duly reviewed and recommended this application to the Lunenburg County Board of Supervisors for approval with the following conditions:

1. Adhere to the fire code maximum occupancy of the building.
2. Comply with all Uniform Building Codes
3. Obtain any necessary permits if and/or when pursuing future improvements to the facility or property.
4. Provide adequate room for fire, EMS, and law enforcement to make entrance to the parking area, building, and surrounding areas on the parcel and can exit the location.
5. Comply with VDH rules and regulations and pass their inspections for food preparation and service.
6. If opting to be ADA compliant, ensure ADA regulations are complied with—consult with Lunenburg County Building Inspector if there are any questions and to obtain any required permits or complete inspections.
7. Ensure there is adequate parking, which will not impede the flow of traffic on Hwy. 40 and Rte. 635.
8. Comply with all regulations set forth by the Virginia ABC pertaining to the possession, consumption, and sale of alcohol.
9. Comply with the Commonwealth of Virginia's Office of the Attorney General's procedures, regulations, reporting, and licensure for the sale of tobacco products.
10. Adhere to the Lunenburg County Noise Ordinance.
11. Contact the Lunenburg Department of Planning and Economic Development if any modifications, additions, or removal of equipment occurs on the parcel. Once notified, the Director of Planning and Economic Development will schedule a walkthrough to discuss the possible changes.
12. No parking or queuing of trucks or vehicles transporting waste to or from the County sanitary landfill shall be permitted on the Property for a period exceeding one hour during the hours in

which the Convenience Store is not open for business. Moreover, no overnight parking of trucks or vehicles transporting waste to or from the County sanitary landfill shall be permitted on the Property. Overnight parking shall mean the parking of a vehicle in one spot continuously for a period exceeding six hours at any time during the hours from 10:00 p.m. of the day designated to 7:00 a.m. the following day. This condition shall not prevent or prohibit trucks or vehicles transporting waste to or from the County sanitary landfill from parking on the Property while utilizing the services of the Convenience Store (i.e. purchasing retail goods, food, beverages, and/or fuel).

13. A sign shall be placed on the Property stating that there shall be no overnight parking for trash trucks.
14. Should a mobile home be located on the subject property for the utilization of its employees for daily hygiene or housing, it shall be required that all County, state, and federal codes are complied with during its construction and use. In addition, only employees of the business shall be able to utilize the mobile home for the purposes of hygiene and housing. Should the mobile home be used to house employees of the business, no more than four (4) employees shall be authorized to reside in the mobile home as housing at any one time.
15. Comply with all state, federal, and local regulations for the storage and dispensing of fuel.
16. Comply with all federal, state, and local regulations.
17. The Conditional Use Permit is limited to the applicant and does not run with the property.

NOW THEREFORE LET IT BE RESOLVED, that the Conditional Use Permit for to operate an Auto Service Center, Convenience Store Providing Gasoline Service, and Uses and Structures Accessory to Permitted Conditional Uses on tax parcels 034-0A-0-52, 034-0A-0-54, and 034-0A-0-56B, 1650 K-V Road, Victoria, VA 23974, in accordance with the recommendation of the Lunenburg County Planning Commission contingent upon your obtaining and maintaining all necessary permits and licenses and subject to all State and Local regulations and empowers the Chairman of said Board to sign this document.

DATED: January 11, 2024

Administrator Gee shared a mutual aid agreement for emergency services with Charlotte County and requested the Board authorize the County Administrator to sign the agreement.

Supervisor Bacon made motion, seconded by Supervisor Pennington, and unanimously approved, to authorize the County Administrator to sign the Mutual Aid Agreement with Charlotte County.

FIRE/EMS MUTUAL AID AGREEMENT
BETWEEN THE
COUNTY OF LUNENBURG, VIRGINIA
AND THE
COUNTY OF CHARLOTTE, VIRGINIA

THIS FIRE/EMS MUTUAL AID AGREEMENT ("the Agreement") is made and

Entered this ____ day of ____ 2023, by and between the COUNTY OF LUNENBURG, VIRGINIA ("Lunenburg"), apolitical subdivision of the Commonwealth of Virginia, and the COUNTY OF CHARLOTTE, VIRGINIA ("Charlotte"), a political subdivision of the Commonwealth of Virginia, (collectively sometimes 'the parties').

WHEREAS, both Lunenburg and Charlotte maintain firefighting and EMS equipment and provide these services with the help of dedicated personnel, as authorized by Sections 27-6.1 and 27-23.1 of the Code of Virginia; and

WHEREAS, the Lunenburg County Board of Supervisors and the Charlotte County Board of Supervisors have concurred in the effort to develop a mutual aid agreement for improved firefighting and EMS capabilities within and around the jurisdictions of Lunenburg County and the County of Charlotte; and

WHEREAS, it is deemed to be mutually beneficial to both Lunenburg and Charlotte to enter into this Agreement concerning mutual aid with regard to the provision of fire suppression and operations fire prevention, hazardous materials response, specialized rescue response, incident management, and emergency medical services by Lunenburg and Charlotte; and

WHEREAS, Lunenburg and Charlotte desire that the terms and conditions of the Agreement be established.

NOW, THEREFORE, WITNESSETH, that for and in consideration of the mutual benefits to be derived by Lunenburg and Charlotte from this Agreement,
Lunenburg and Charlotte hereby covenant and agree, each with the other, as follows:

1. Lunenburg and Charlotte will endeavor to provide each other fire suppression and operations, fire prevention, hazardous materials response, specialized rescue response, incident management and emergency medical service within their respective capabilities available at the time a request for such service is made.
2. Nothing in the Agreement shall be intended, interpreted, or construed to compel or require either party to respond to a request for service from the other party when the services of the party to whom the request is being made are already needed or are in use at the time the request is made, nor shall any such request compel or require the party to whom the request was made to continue to

provide service to the other party when its personnel, apparatus, or equipment are needed to meet its own emergency response responsibilities.

3. Lunenburg and Charlotte through its recognized fire departments and emergency medical services agencies recognize that they are both fully capable of providing the services, which are the subject of the Agreement within their respective boundaries.
4. Neither party shall be liable to the other for any loss, damage, personal injury, or death, including claims of contribution or indemnity, resulting from the performance of this Agreement, including but not limited to acts or omissions which occur (1) during joint emergency response activities or (2) while in transit to or from an emergency response scene.
5. Neither agency shall be expected or required to reimburse the other for the cost of apparatus, equipment, or personnel utilized as a result of a response to a request for assistance pursuant to this agreement. When means are available for restitution, any agency requesting and receiving assistance shall reimburse the other agency for the actual cost of specialized supplies and extinguishing agents used in the requesting jurisdiction in the performance of this Agreement.
6. Lunenburg and Charlotte Fire and Rescue units shall respond to a call for service only upon request of an Incident Commander. Each jurisdiction shall identify its authorized Incident Commander, or Incident Commanders, to the other party and shall provide contact information for each authorized Incident Commander. The Incident Commander will request assistance through their own Emergency Communications Center and the Emergency Communications Center will make the official request for the needed resources. The Lunenburg County Emergency Communications Center will notify Lunenburg County units of all fire and EMS/Rescue calls received from Charlotte County where mutual aid assistance is requested. Likewise, the Charlotte County Emergency Communications Center will notify Charlotte County units of all fire and EMS/Rescue calls received from Lunenburg County where mutual aid assistance is requested.
7. When either of the parties hereto responds to a request for assistance pursuant to this Agreement its personnel manning the responding units shall not become employees of the party making such request for purposes of the Virginia Workers Compensation Act.
8. Pursuant to Section 27-23.9 of the Code of Virginia, whenever two or more fire companies or departments are called to provide joint services in any district or political subdivision, the command of the first company to arrive shall have general supervision and control of all such participating companies and departments until an officer of such or political subdivision who is otherwise authorized by law to do so assumes such general supervision and control.

9. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended or shall be construed to require either party to indemnify or save or hold harmless the other party, including, its officers, agents, and employees, from any liability for any act or omission occurring during or in connection with the performance of this Agreement.
10. Nothing contained in this Agreement shall confer any right upon any person other than the parties to this Agreement. This Agreement shall not be construed to impair or affect any sovereign or governmental immunity or official immunity that may otherwise be available to Lunenburg County, any officer, agent, or employee of Lunenburg County, or to Charlotte County or any officer, agent, or employee of Charlotte County.
11. This Agreement supersedes all previous mutual aid agreements for fire and EMS/rescue units, including memoranda of understanding, for services, which are the subject of this Agreement between Lunenburg and Charlotte.
12. This Agreement may be amended only in writing, signed by an authorized representative of each party, and may be terminated at any time by either of the parties giving (30) thirty days' written notice to the other party.

IN WITNESS WHEREOF, Lunenburg and Charlotte have caused this Agreement to be executed by their duly authorized representatives, all as of the day and year first above written.

Administrator Gee shared the annual Agreement between the Virginia Department of Health and the Lunenburg County Board of Supervisors. She requested the Board authorize the County Administrator to sign the agreement.

Supervisor Bacon made motion, seconded by Supervisor Pennington, and unanimously approved, to authorize the County Administrator to sign annual Agreement between the Virginia Department of Health and the Lunenburg County Board of Supervisors.

DocuSign Envelope ID: 0EE59747-87BD-4630-84C2-FD478FD80F3E

**AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF HEALTH AND
THE LUNENBURG COUNTY BOARD OF SUPERVISORS FOR FUNDING AND
SERVICES OF THE LUNENBURG COUNTY HEALTH DEPARTMENT**

This agreement ("Agreement") for the services to be provided by the Lunenburg County Health Department and the funding therefore is by and between the Virginia Department of Health ("VDH") and Lunenburg County Board of Supervisors (collectively "the Parties").

The Agreement is created in satisfaction of the requirements of § 32.1-31 of the Code of Virginia (1950), as amended, in order to operate the Lunenburg County Health Department under the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows.

§ 1. VDH, over the course of one fiscal year, will pay an amount not to exceed \$357,412.00, from the state general fund to support the cooperative budget in accordance with, and dependent upon, appropriations by the General Assembly, and in like time frame, the Board of Supervisors of Lunenburg County will provide by appropriation and in equal quarterly payments a sum of \$85,066.00 local matching funds and \$0.00 one-hundred percent local funds for a total of \$85,066.00 local funds for this fiscal year.

KS
12/4/2023

In addition, the Board of Supervisors has approved the Lunenburg County Health Department to carry forward \$0.00 in local matching funds for a total of \$85,066.00 matching funds and an additional \$5,327.45 in one-hundred percent local funds from the prior fiscal year closing locality balance.

KS
12/4/2023

These joint funds will be distributed in timely installments, as services are rendered in the operation of the Lunenburg County Health Department, which shall perform public health services in Lunenburg County as indicated in Attachment A(1.), and will perform services required by local ordinances as indicated in Attachment A(2.). Payments from the local government are due on the third Monday of each fiscal quarter.

§ 2. The term of the agreement begins July 1, 2023. This Agreement will be automatically extended on a state fiscal year to year renewal basis under the existing terms and conditions of the Agreement unless timely written notice of termination is provided by either party. Such written notice shall be given at least 60 days prior to the beginning of the fiscal year in which the termination is to be effective.

§ 3. The Commonwealth of Virginia ("Commonwealth") and VDH shall be responsible for providing liability insurance coverage and will provide legal defense for state employees of the local health department for acts or occurrences arising from performance of activities conducted pursuant to state statutes and regulations.

A. The responsibility of the Commonwealth and VDH to provide liability insurance coverage shall be limited to and governed by the Commonwealth of Virginia Public Liability Risk Management Plan, established under § 2.2-1837 of the Code of Virginia (1950), as amended. Such insurance coverage shall extend to the services specified in Attachments A(1.) and A(2.), unless the locality has opted to provide coverage for the employee under the Public Officials Liability Self-Insurance Plan, established under § 2.2-1839 of the Code of Virginia (1950), as amended, or under a policy procured by the locality.

B. The Commonwealth and VDH will be responsible for providing legal defense for those acts or occurrences arising from the performance of those services listed in Attachment A(1.), conducted in the performance of this contract, as provided for under the Code of Virginia and as provided for under the terms and conditions of the Commonwealth of Virginia Public Liability Risk Management Plan.

- C. Services listed in Attachment A(2.), any services performed pursuant to a local ordinance, and any services authorized solely by Title 15.2 of the Code of Virginia (1950), as amended, when performed by a state employee, are herewith expressly exempted from any requirements of legal defense or representation by the Attorney General or the Commonwealth. For purposes of assuring the eligibility of a state employee performing such services for liability coverage under the Commonwealth of Virginia Public Liability Risk Management Plan, the Attorney General has approved, pursuant to § 2.2-507 of the Code of Virginia (1950), as amended, and the Commonwealth of Virginia Public Liability Risk Management Plan, the legal representation of said employee by the city or county attorney, and, the Board of Supervisors of Lunenburg County hereby expressly agrees to provide the legal defense or representation at its sole expense in such cases by its local attorney.
- D. In no event shall the Commonwealth or VDH be responsible for providing legal defense or insurance coverage for local government employees.

§ 4. Title to equipment purchased with funds appropriated by the local government and transferred to the Commonwealth, either as match for state dollars or as a purchase under appropriated funds expressly allocated to support the activities of the local health department, will be retained by the Commonwealth and will be entered into the Virginia Fixed Asset Accounting and Control System. Local appropriations for equipment to be locally owned and controlled should not be remitted to the Commonwealth, and the local government's procurement procedures shall apply in the purchase. The locality assumes the responsibility to maintain the equipment and all records thereon.

§ 5. This Agreement may only be amended or otherwise modified by an instrument in writing signed by the Parties.

Robert W. Hicks
Acting Deputy Commissioner
Community Health Services
Virginia Department of Health

Date

Maria Almond
District Health Director
Piedmont Health District

Date

Local authorizing officer signature

Tracy Gee
Authorizing officer printed name

County Administrator
Authorizing officer title

Date

Approved as to form by the Office of the Attorney General on July 23, 2018

Attachments: Local Government Agreement, Attachment A(1.)
Local Government Agreement, Attachment A(2.)

LGA-Revised December 2022

Administrator Gee provided her monthly report. She stated that the committee book was in the process of being updated. She will then send it to the Board to review as many vacancies will need to be filled. Administrator Gee reported that a new refrigerator was needed at the tax building, as theirs stopped working and was very old. She will use capital expense funds for the new appliance. She noted that the tax building also experienced an issue with water leaking inside the back offices from the recent rain events. After working with Lewis Welding, who installed the new façade, they believe they will have a fix in place in the coming days.

Supervisor Hoover excused himself from the meeting at 6:45 p.m.

Administrator Gee continued that the tonnage rate received for out of county trash from Meridian Waste would increase January 1st. She advised the Board that Local Government Day would be hosted in Richmond on February 1st. Supervisor Hoover stated that he would attend on behalf of the County. Administrator Gee shared a change order #4 from L3Harris in the amount of \$29,271.68. She also stated that the Radio Cache Funds had been over expended by \$20,000. She requested that the Board appropriate funds for both supplemental requests.

Supervisor Zava made motion, seconded by Supervisor Pennington, and unanimously approved, to appropriate \$29,271.68 for change order #4 from L3Harris regarding the Radio System Project and an additional \$20,000 in Radio Cache Funds.

Assistant County Attorney DiStanislao shared an update on the boundary line issue the county was working through with Charlotte County. He advised that out of fifty letters mailed to property owners, only about thirteen had

responded. He shared that discussions continue on determining the best route to take to ensure these land owners understand they are residents of a different county and they will need to use the services of the county they are in. He advised that some action, such as a resolution, may be required of the Board in the future. Chairman Edmonds asked if once the issues with Charlotte County are resolved, will the attorneys move forward with the other counties in which the same issue occurs. Assistant County Attorney DiStanislao replied yes, however, they will work with one county at a time to ensure a smooth process. Supervisor Zava questioned if there would be an official date as to when the property would be moved to the correct county, regardless of whether the land owners respond to mailings. Commissioner of the Revenue Liz Hamlett advised that she is unable to move the properties to or from the county land books until the deed is recorded with the correct county. She added that any changes made after tax bills are printed, would be addressed with a supplement or abatement.

Assistant County Attorney DiStanislao shared a request from Riverstreet Communication of Virginia, a broadband company, to lease a portion of the property where the current Owl Creek Solid Waste Center is located and owned by the county. The leased portion would consist of 1,000 square feet and would be used for storage and equipment while Riverstreet is building a fiber network. If the Board is interested in leasing the property to Riverstreet, a public hearing must be held.

Supervisor Hankins made motion, seconded by Supervisor Pennington, and unanimously approved, to hold a public hearing regarding a request from Riverstreet Communication of Virginia, a broadband company, to lease a portion of the property where the current Owl Creek Solid Waste Center is located and owned by the county.

Assistant County Attorney DiStanislao shared that the recount of votes for the office of Sheriff was completed. The results indicated that the County acted accordingly, with results showing only one vote different. The courts determined that the challenger must pay the attorney fees. He noted that the funds must go to the Clerk of the Circuit Court and must be paid by the end of the fiscal year. Assistant County Attorney DiStanislao provided an update on the Solar Facility Committee and the current hold in place on any solar facility applications in the County. He noted that potential amendments to the procedures were to be reviewed and discussed during the upcoming Joint Comprehensive Plan committee meetings. He advised that a new house bill has been proposed that details requirements for solar facilities and if those requirements are met, the locality has no input on whether the solar facility may move forward or not. They would have to be allowed. Assistant County Attorney DiStanislao noted that they will continue to monitor the status of the proposed bill.

Supervisor Bacon made motion, seconded by Supervisor Hankins, and unanimously approved, to enter Closed Session citing Virginia Code Section §2.2-3711A1 Personnel for the Performance Review of the County Administrator.

Supervisor Bacon made motion, seconded by Supervisor Pennington and unanimously approved, to reconvene in Open Session following Closed Session.

CERTIFICATION OF CLOSED SESSION MEETING

WHEREAS, the Board of Supervisors of Lunenburg County, Virginia ("Board") convened a Closed Session Meeting on this date pursuant to an affirmative recorded vote in accordance with the provisions of the Freedom of Information Act; and

WHEREAS, Section §2.2-3712 of the Code of Virginia, 1950, as amended, requires a certification by the Board that such Closed Meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED that the Board hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from Open Meeting requirements by Virginia law were discussed in the Closed Meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the Closed Meeting were heard, discussed or considered by the Board.

VOTING YES

VOTING NO

ABSENT

Supervisor Edmonds
Supervisor Hankins
Supervisor Bacon
Supervisor Pennington
Supervisor Currin
Supervisor Zava

Supervisor Hoover

Supervisor Bacon made motion, seconded by Supervisor Zava, and unanimously approved, to approve the Performance Review of the County Administrator.

Supervisor Bacon made motion, seconded by Supervisor Pennington, and unanimously approved, to adjourn.

Tracy M. Gee, Clerk
County Administrator

Alvester L. Edmonds, Chairman
Board of Supervisors