

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

Minutes of March 14, 2024 Meeting

The regular meeting of the Lunenburg County Board of Supervisors was held on Thursday, March 14, 2024 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 County Attorney Frank Rennie.

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

Supervisor Currin 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 that The Abstract of Votes for the March Primary election be added as 9G.

Chairman Edmonds called for any conflicts of interest from any board members. Supervisor Currin advised that he had a conflict with item 9D Sheriff's Office Budget, as he is an employee of the Sheriff.

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

Supervisor Pennington made motion, seconded by Supervisor Bacon, and unanimously approved, to approve resolutions of retirement for Rodney Newton, Carolyn Parsons, and Amona Currin.

WHEREAS, Rodney Carroll Newton joined Victoria Fire and Rescue, Incorporated as a junior member in 1981 and became a senior member in 1984; and

WHEREAS, Rodney Newton expanded his contributions to the agency by becoming a paramedic in 2003; and

WHEREAS, Rodney Newton was honored to be elected as the Chief of Victoria Fire and Rescue, Inc. starting in 2007; and

WHEREAS, Chief Newton also received the 2019 Old Dominion EMS Alliance Regional EMS Council Award for being an Outstanding Pre-hospital Educator; and

WHEREAS, Chief Newton received the E.W. Gee Award for responding to the most calls for the agency for nine years, and is the only member to have run over 3,000 calls since the inception of Victoria Fire & Rescue, Inc.; and

WHEREAS, Chief Newton has operated one of five statewide deployment radio communications caches in the Commonwealth's Strategic Statewide Interoperability Plan, which led the Board of Supervisors to select him as Technical Representative for the recent County-wide radio communication system project; and

WHEREAS, Chief Newton is stepping down from the position of Chief of Victoria Fire and Rescue, Inc. after seventeen years of leadership; and

NOW, THEREFORE, BE IT RESOLVED, the Lunenburg County Board of Supervisors commends Rodney Carroll Newton for his many years of dedicated service and continued commitment to Victoria Fire and Rescue, Inc., the County of Lunenburg, and the citizens thereof.

BE IT FURTHER RESOLVED, the Lunenburg County Board of Supervisors does hereby wish Rodney Carroll Newton success in all future endeavors and looks forward to working with him in other capacities.

Adopted this 14th day of March 2024.

WHEREAS, Carolyn A. Parsons retired as the Lunenburg County General Registrar on December 31, 2023; and

WHEREAS, Carolyn A. Parsons served the voters of Lunenburg County as the General Registrar for twenty-eight years beginning in 1996; and

WHEREAS, Carolyn A. Parsons devoted her career to assisting citizens in becoming registered voters; and

WHEREAS, along with the Electoral Board, Carolyn A. Parsons managed successful elections year after year; and

WHEREAS, Carolyn A. Parsons started her career serving as the Lunenburg County Magistrate in 1996.

NOW, THEREFORE, BE IT RESOLVED, the Lunenburg County Board of Supervisors commends Mrs. Parsons for her many years of dedicated service and commitment to the County and the citizens thereof.

BE IT FURTHER RESOLVED, the Lunenburg County Board of Supervisors does hereby congratulate Carolyn A. Parsons on her well-earned retirement and wish her success in all future endeavors.

Adopted this 14th day of March 2024.

WHEREAS, Amona W. Currin retired as the Lunenburg County Treasurer on December 31, 2023; and

WHEREAS, Amona W. Currin served as a sworn official for twelve years as the Lunenburg County Treasurer after being first elected in 2011 to begin her term on January 1, 2012; and

WHEREAS, Amona W. Currin earned her Master Governmental Treasurer Certification by Weldon Cooper Center for Public Service and School of Continuing and Professional Studies in 2015; and

WHEREAS, Amona W. Currin started her career in the Treasurer's office in 2006 as a Deputy Treasurer.

NOW, THEREFORE, BE IT RESOLVED, the Lunenburg County Board of Supervisors commends Mrs. Currin for her years of dedicated service and commitment to the County and the citizens thereof.

BE IT FURTHER RESOLVED, the Lunenburg County Board of Supervisors does hereby wish Amona W. Currin a long, fulfilling retirement and success in all future endeavors.

Adopted this 14th day of March 2024.

Supervisor Hankins made motion, seconded by Supervisor Bacon, and unanimously approved, to accept the Consent Agenda to include the minutes of the February 8, 2024 Meeting, the Treasurer's January 2024 reports and the following Warrants for Approval:

February 2024:

Payroll: Direct Deposit	\$ 189,039.10
Payroll Check #2033-35	\$ 2,069.42
Payroll Taxes Federal:	\$ 59,755.17
Payroll Taxes State:	\$ 11,256.70
ACH Payroll Payments:	\$ 43,982.26
WIRE TRANSFERS (L3Harris & CAS Severn)	\$ 341,139.68
Accounts Payable: #84379-84499	\$ 557,797.24
Total:	\$1,205,039.57

Supervisor Zava made motion, seconded by Supervisor Bacon, and unanimously approved, to enter public hearing regarding A) Route 673 (Parsons Lane) Abandonment - .4mi to be abandoned, B) Reassessment – Tax Rate – rate change following reassessment, C) Public Property – Riverstreet Lease at County property – Owl Creek Road and D) Proposed Ordinance Regulating or Prohibiting the Making of Fires.

Kevin Smith of VDOT advised that resident, Christopher Bradshaw, of 1129 Parsons Lane, on Route 673 (Parsons Lane) had requested 0.4 miles of the road be abandoned by VDOT and maintained by private landowner. Mr. Smith provided a map of the portion to be abandoned and noted that the code requirements for abandonment had been followed. There was no public comment.

Administrator Gee stated that the reassessment values of real estate in the county indicate that the County would need to adjust the tax rate from \$0.38 cents per \$100 of assessed value down to \$0.30 per hundred to equalize the rate. She added that the Finance Committee proposed to adopt a tax rate of \$0.33 per \$100 of assessed value, an

increase of \$0.03 per \$100 from the equalized rate. Based on the proposed real property tax rate and changes in other revenues, the total FY24 budget will exceed last year's by 0.35 percent (0.35%). There was no public comment.

Administrator Gee noted that Riverstreet had approached the County to lease space at the Owl Creek Solid Waste Center to place network equipment for underground utility services. The property is identified as a 1,000 square feet portion of Tax Map Number 016-0A-0-88A located at the intersection of Lunenburg County Road (Route 40) and Owl Creek Road adjacent to the Owl Creek Solid Waste Convenience Site. Administrator Gee added that the space would be leased at a cost of \$1,200 per year. County Attorney Rennie reviewed the lease and had no issues. There was no public comment.

County Attorney Rennie shared an ordinance regarding Regulating or Prohibiting the Making of Fires. He noted that a provision was added to implement a penalty, which would be a class 3 misdemeanor for violation. There was no public comment.

Supervisor Pennington made motion, seconded by Supervisor Bacon, and unanimously approved, to exit public hearing regarding A) Route 673 (Parsons Lane) Abandonment - .4mi to be abandoned, B) Reassessment – Tax Rate – rate change following reassessment, C) Public Property – Riverstreet Lease at County property – Owl Creek Road and D) Proposed Ordinance Regulating or Prohibiting the Making of Fires.

Supervisor Bacon made motion, seconded by Supervisor Zava, and unanimously approved, to approve the abandonment of 0.4 miles of Route 673 (Parsons Lane).

RESOLUTION OF ABANDONMENT

WHEREAS, a public notice was posted as prescribed under §33.2-909, *Code of Virginia*, announcing this Board's intention to abandon the segment of road described below from the Secondary System of State Highways, and

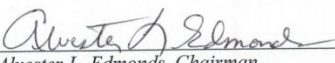
WHEREAS, after considering all evidence available, the Board is satisfied that no public necessity exists for the continuance of the segment of Secondary Route 673, Parsons Ln., identified on the attached Form AM 4.3; and

WHEREAS, the Commissioner of the Virginia Department of Transportation was provided the prescribed notice of this Board's intent to abandon the subject segment of road, and

WHEREAS, the segment of Route 9437, identified on the attached Form AM 4.3, is no longer needed as part of the Secondary System of State Highways.

NOW, THEREFORE, BE IT RESOLVED, this Board abandons the above-described segment of road and removes it from the Secondary System of State Highways, pursuant to §33.2-909, *Code of Virginia*.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Resident Engineer of the Virginia Department of Transportation.


Alvester L. Edmonds, Chairman
Lunenburg County Board of Supervisors

ATTEST:


Tracy M. Gee, Clerk

Adopted this 14th day of March 2024.



COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION
Form AM 4.3

In Lunenburg County

by Resolution of the governing body adopted 3/14/2024

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes to the secondary system of state highways.

A Copy Testee

Signed (County Official):

Clayton L. Edmunds

Report of Changes in the Secondary System of State Highways

Project/Subdivision: **Parsons Lane, Rte. 673 Abandonment**

CHANGE TYPE	RTE NUM & STREET NAME	CHANGE DESCRIPTION	FROM TERMINI	TO TERMINI	LENGTH	NUMBER OF LANES	RECORDATION REFERENCE	ROW WIDTH
Abandonment	Rt. 673 - Parsons Lane	Non-Project §33.2-909	from existing end of Rte. 673, Parsons Lane	To new end of state maintenance of Rte. 673, Parsons Lane	0.40	2		0

Supervisor Bacon made motion, seconded by Supervisor Hankins, and unanimously approved, to approve the tax rate of \$0.33 per hundred.

Supervisor Bacon made motion, seconded by Supervisor Hankins, and unanimously approved, to approve the lease with RiverStreet place network equipment for underground utility services at the Owl Creek Solid Waste Site for an annual amount of \$1,200.

COMMONWEALTH OF VIRGINIA

LUNENBURG COUNTY

LEASE AND EASEMENT AGREEMENT

THIS LEASE AND EASEMENT AGREEMENT for the premises described herein, made and entered into this the 14th day of March, 2024, by and between Lunenburg County ("Landlord"), with an address of 11413 Courthouse Road, Lunenburg, Virginia, 23952, and RiverStreet Communications of Virginia, Inc. d/b/a RiverStreet Networks (herein referred to as "Tenant" or "RiverStreet"), with an address of 1400 River Street, Wilkesboro, North Carolina, 28697.

WITNESSTH:

WHEREAS, Landlord is the owner of real property located in Lunenburg County, Virginia near the intersection of Lunenburg County Road and Owl Creek Road, as described in Deed Book 372, Page 349, filed in the Office of the Clerk of Lunenburg County Circuit Court at Plat Cabinet 5, Folder 66 ("Landlord's Property");

WHEREAS, RiverStreet needs a location for construction and operation of a structure to house various items of network equipment, including but not limited to fiber optic cables, wires, network equipment and power utilities (collectively "Facilities") necessary to provide the services to the public ("Services") and Landlord is willing to provide such space to RiverStreet on the terms provided for in this Agreement;

WHEREAS, RiverStreet and Landlord therefore wish to enter into this Lease Agreement setting forth the rights and responsibilities of each party, as further set forth herein.

1. **Lease.** Landlord hereby leases to RiverStreet a twenty by fifty foot (20' by 50') parcel ("Site"), being a portion of Landlord's Property located near Lunenburg County Road and adjacent to and adjoining Owl Creek Road, in the immediate vicinity of the before mentioned intersection, which Site is more fully described and depicted in the attached plat referenced in Exhibit 1 and entitled "PLAT SHOWING LEASE AREA PLEASANT GROVE MAGISTERIAL DISTRICT" dated December 6, 2023, prepared by Richard B. Armstrong, Jr., a licensed surveyor in Virginia (the "Site Survey Plat"), which includes an Exhibit "A," for placement of RiverStreet's structure and Facilities. The Site Survey Plat is made a part hereof and the demised premises are collectively referred to hereinafter as the "Premises." RiverStreet may use the Premises for the installation, maintenance and replacement of a structure, underground utility wires, cables, conduits, and pipes, and for the purposes of constructing, installing, attaching, inspecting, maintaining, repairing, removing, extending, improving, replacing, building, and/or operating RiverStreet's Facilities as necessary to provide Services; and for the placement of underground utility facilities as necessary to serve RiverStreet's Facilities or equipment. Landlord grants to RiverStreet, for the Term of this Agreement, a non-exclusive direct right of ingress, egress for personnel and contractors to ingress and egress the Premises and Facilities, as necessary, on foot or by motor vehicle, for the installation and maintenance of the Facilities, utility wires, cables, conduits, and pipes over, under or through the Premises to reach the Facilities; for the purposes of

constructing, installing, attaching, inspecting, maintaining, repairing, removing, replacing, and/or operating the Facilities as necessary to provide the Services; and for the placement of underground utility facilities.

- Utility Services.** Landlord shall cooperate with RiverStreet as necessary for RiverStreet to obtain utility services along a mutually acceptable route to the Premises by signing such documents and providing such easements as may be required by utility service providers.
- Term; Rent.** The Initial Term of this lease is twenty (20) years, with three (3) ten (10) year renewal periods (each a "Renewal Term"). At the end of the Initial Term and each of the first two Renewal Terms, this Agreement shall be renewed automatically for the next Renewal Term unless either party gives written notice to the other at least ninety (90) days prior to the expiration of the then current term. In consideration for this lease and the easement and access rights conveyed herein, during the Term of this Agreement RiverStreet will provide Landlord rent of One Thousand Two Hundred Dollars (\$1,200.00) per year ("Rent"), with the Rent to be paid by RiverStreet, in its discretion, either annually or in a lump sum for the entire Initial Term after this Agreement is executed and RiverStreet has secured all approvals referenced in Section 4, and at the beginning of each Renewal Term.
- Governmental Approvals.** This Agreement and RiverStreet's obligation to pay Rent is contingent upon RiverStreet obtaining all permits or other governmental approvals required by federal, state or local authorities in order to use the Premises for the purposes contemplated by this Agreement. Landlord shall cooperate with RiverStreet in its effort to obtain and maintain in effect all such certificates, permits, licenses and other approvals required by governmental authorities for RiverStreet's use of the Premises.
- Use.** RiverStreet shall use the Premises for the purpose of providing the Services and uses incidental thereto, which may consist of such buildings as are necessary to house equipment, a free standing structure of sufficient height, as determined by RiverStreet, now or in the future, to meet RiverStreet's needs and all necessary appurtenances, and a security fence of chain link or comparable construction with a gate that may, at the option of RiverStreet, be placed around the perimeter of the Premises.
- Option to Terminate.** RiverStreet shall have the option to terminate this Agreement at any time with advance written notice to Landlord and all rentals paid to Landlord prior to the termination date shall be retained by Landlord. Upon such termination, this Agreement shall become null and void and Landlord and RiverStreet shall have no other or further obligations to each other.
- Cost Responsibility.** The structure and Facilities to be installed by RiverStreet will be installed at the sole cost and expense of RiverStreet and shall remain the property of RiverStreet. In addition, RiverStreet shall be responsible for any property taxes separately levied or assessed against the improvements constructed by RiverStreet on the Premises.

8. **Removal of Facilities.** In the event that RiverStreet elects to terminate its use of the Premises RiverStreet agrees to remove its structure and Facilities from the Premises.
9. **Indemnity.** Landlord and RiverStreet each agree to indemnify, defend and hold harmless the other party, its parent, subsidiaries, affiliates and their respective officers, directors, employees and agents (collectively, the "Indemnified Party") from and against any and all damages, actions, claims, liabilities, costs and expenses (including reasonable attorneys' fees, disbursements and court or administrative costs) (collectively, "Losses"), arising directly or indirectly from any breach of this Agreement by a party, or the bodily injury or death, or injury to or destruction of tangible property, arising out of the negligent acts or omissions of a party, or anyone directly or indirectly employed by them, as the case may be (the "Indemnifying Party"). Tenant shall secure liability insurance affording coverage in an amount of at least \$1,000,000. Said coverage shall name Landlord as an additional insured.
10. **Risk of Loss.** RiverStreet agrees to assume any risk of loss or damage to its Facilities, except to the extent such loss or damage is subject to indemnification as provided for in Section 9.
11. **Relationship of Parties.** Nothing in this Agreement shall be construed to make the parties hereto partners or joint venturers of one another, or in any way to render any of said parties liable for the debts or obligations of the other.
12. **Parties' Representations and Warranties.** Landlord represents and warrants to Tenant that it is fully empowered and authorized to execute and deliver this Agreement, and the individual signing this Agreement on behalf of Landlord represents and warrants to Tenant that he or she is fully empowered and authorized to do so. Tenant represents and warrants to Landlord that it is fully empowered and authorized to execute and deliver this Agreement, and the individual signing this Agreement on behalf of Tenant represents and warrants to Landlord that he or she is fully empowered and authorized to do so.
13. **Further Assurances.** Landlord, at no cost to Tenant, and without causing Landlord to assume or incur any additional liabilities or obligations, agrees to take such additional actions and execute such additional instruments and documents as may be reasonably requested by Tenant in order to give effect to the transaction provided for hereby.
14. **Covenant to Run with the Land; Binding Effect.** It is the express intention of Landlord that this Agreement, or a Memorandum in recordable form setting forth a description of the Premises and other information agreed upon by both Landlord and Tenant relating to this Agreement, shall be recorded in the Office of the Clerk of Lunenburg County Circuit Court, and shall run with the land, encumbering the Premises, and it shall bind and inure to the benefit of Landlord and Tenant, and their respective successors, assignees, grantees, mortgagees, tenants, invitees and licensees as their interests may appear. If Landlord, at any time during the term of this Agreement, decides to convey the Premises, or all or any part of Landlord's Property surrounding the Premises, to a purchaser other than RiverStreet, then such sale shall be subject to this Agreement and RiverStreet's rights hereunder. In that event, Landlord shall be released from its obligations hereunder with respect to the land conveyed, and the party

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to whom such part or all of Landlord's Property is conveyed shall be deemed to have automatically acquired and assumed Landlord's rights and obligations with respect to the land conveyed to it, without further act or deed.

15. **Counterparts.** This Agreement may be signed in any number of counterparts each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.
16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia, without regard to its conflict of laws principles which may otherwise require application of the laws of another jurisdiction. Jurisdiction and Venue for any dispute arising under the terms of this Agreement shall be the Lunenburg County Circuit Court or the applicable federal district court.
17. **Modifications.** No agreement shall be effective to add to, change, modify, waive or discharge this Agreement, in whole or in part, unless such agreement is in writing and signed by both Landlord and Tenant.
18. **Miscellaneous.** The headings, captions and numbers in this Agreement are solely for convenience and shall not be considered in construing or interpreting any provision in this Agreement. Wherever appropriate in this Agreement, personal pronouns shall be deemed to include other genders and the singular to include the plural, if applicable. This Agreement contains all agreements, promises and understandings between Landlord and Tenant, supersedes any prior written or oral agreements, understandings, promises, statements, assertions or representations by Landlord or Tenant or any employees, agents, contractors or other representations of either, and shall be binding upon Landlord and Tenant. At the request of Tenant, Landlord agrees to execute a memorandum or short form of this Agreement, in recordable form, setting forth a description of the Premises, the term of this Agreement and other information agreed upon by both Landlord and Tenant to give public notice thereof to third parties.
19. **Partial Invalidity.** If any provision of this Agreement is held to be invalid by any court, the invalidity of such provision shall not affect the validity of the remaining provisions hereof, and for the purposes hereof all covenants as contained herein shall be deemed to be severable each from the other without qualification.
20. **Equitable Relief.** If any party breaches or threatens to breach the terms and conditions of this Agreement, the other party may suffer irreparable harm as a consequence thereof which may be difficult to quantify. Accordingly, in the event of any breach or threatened breach of this Agreement, the non-defaulting party may be entitled to seek and obtain, in addition to such other legal or equitable relief as may be available, specific performance of the breaching party's obligations under this Agreement and/or an injunction against such breach or threatened breach.
21. **Successors and Assigns.** Except as otherwise provided in this Agreement, each reference to the Landlord in this Agreement also refers to and includes the successors and assigns of the Landlord, and each reference to the Tenant in this Agreement also refers to and includes the successors and assigns of the Tenant, without regard to whether they are referred to as "Landlord," "Tenant," "party," or "parties."

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Supervisor Bacon made motion, seconded by Supervisor Zava, and unanimously approved, to adopt the ordinance regulating or prohibiting the making of fires.

AN ORDINANCE REGULATING OR PROHIBITING THE MAKING OF FIRES

This ordinance is adopted pursuant to authority granted in § 15.2-922.1 of the Code of Virginia, as amended. This ordinance shall take effect upon enactment.

Section 1. Prohibited during certain periods.

It shall be unlawful, when the forest lands, fields and brushlands of this county have become so dry or parched as to create an extraordinary fire hazard endangering lives and property, for any person to burn leaves, grass, brush, debris or materials of any type therein or to ignite or maintain any open fire nearer than 300 feet from any such forest lands, fields or brushlands.

Section 2. When ordinance to be in effect.

This ordinance shall be effective when the County Administrator in unanimous consultation with the Coordinator of Emergency Management and Director of Emergency Management (or other Board of Supervisors member pursuant to § 44-146.21 of the Code of Virginia) formally declares that such hazardous conditions exist, and a Declaration of Local Emergency due to hazardous conditions is issued by the appropriate authorities.

This ordinance shall continue in effect until the County Administrator shall formally declare that such conditions have terminated, and the Declaration of Local Emergency due to hazardous conditions is terminated by the appropriate authorities.

Section 3. Exceptions.

The following exceptions shall apply during a declaration under Section Two.

- *Without a permit: safety flares;*
- *With a permit that includes such conditions as the County Administrator shall determine:*
 - *campfires or other fires used solely for recreational and similar purposes; or*
 - *fires for outdoor commercial on non-commercial preparation of food; or*

- commercial burning in open air engineered incinerators designed for such purposes, or
- the open burning of land clearing (the burning shall consist only of brush, stumps, and other vegetative matter generated at the site and shall not include demolition or construction debris).

Section 4. Publication of declaration.

When such declaration is issued, it shall be incumbent that the public be informed by every means practicable, including, but not limited to, notification of all local news media, local Volunteer Fire Department, the County Sheriff's Office, Virginia Department of Forestry personnel, Virginia Department of Emergency Management personnel, all members of the County Board of Supervisors, County website and other electronic media, as well as other means as appropriate. When such declaration is terminated, like notification shall also be provided to the public.

Section 5. Penalties.

Violation of this ordinance shall be a class 3 misdemeanor.

Ms. Jessica Nowlin provided the school report. She advised that the ADM in February was 1493 and they have currently increased to 1498. She provided the financial reports for the months of December and January. Ms. Nowlin advised that they are currently in the final stages of projecting the 2024-2025 budget. The School Board will be meeting to review the proposed budget on March 20, 2024, then it will be presented to the Board of Supervisors in April.

Mr. Kevin Smith of VDOT provided the monthly report. He shared that rural rustic construction projects are upcoming as Spring arrives. He noted that paving will be occurring on Route 635 from Route 40 to Shelburne Lane. Mr. Smith commented that 930 bags of trash had been picked up along roadways in Lunenburg. Mr. Smith recently met with the Transportation Committee to review the Secondary Six Year Plan. He stated that the committee recommended adding the following: 1.3 miles of Route 647 (Sneads Store Road), 0.7 miles of Route 708 (Maye Johnson Lane) and 0.4 miles of Route 725 (Pond Drive). He noted that a public hearing would be required in April. Supervisor Bacon questioned if the recommendations were based on traffic count. Mr. Smith affirmed that traffic count, maintenance needs, and the number of residents on the road are factors.

Supervisor Hoover shared a recommendation from the Finance Committee that included using funds from the effective real estate tax increase to support public safety in the County. He advised that most of the additional funding would go to the Sheriff's Office in efforts to increase pay and increase on-duty hours. Supervisor Hoover commented that this would aid in recruitment of deputies and dispatchers by making starting salaries competitive with surrounding counties. Increasing the starting salary would create the need for compression increases for current staff. He shared that the Finance Committee recommendation is to increase the Sheriff's Office budget by \$75,000 in FY24, which would be one-fourth of the cost of the staffing and increases for a full year of \$300,000. He noted that, if approved, increases would go into effect April 1st and would require the Board to increase the expense in the Sheriff's staffing by \$75,000 in for the last quarter of FY2024. On-duty hours would increase by adding two road deputy positions, leaving only a 4-hour window in the early morning hours without a deputy on patrol. Supervisor Hoover said that the remaining amount of the increase would go towards the needs of emergency medical services, which he spoke about at the prior month's meeting.

Supervisor Bacon made motion, seconded by Supervisor Pennington, with Supervisors Hankins, Zava, Hoover, and Edmonds voting yes and Supervisor Currin abstaining due to his employment with the Sheriff's Office, to increase the Sheriff's Office staffing budget by \$75,000 to implement an increase in starting salaries, two new road deputies for additional on-duty hours, and a compression increase for existing staff.

Administrator Gee advised that Circuit Court Clerk Gordon Erby was awarded \$52,135 in Item Conservation grant funds from the Library of Virginia Circuit Court Records Preservation Program. She requested that the Board accept and appropriate the funds.

Supervisor Bacon made motion, seconded by Supervisor Pennington, and unanimously approved, to accept and appropriate \$52,135 in Item Conservation grant funds from the Virginia Circuit Court Records Preservation Program for the Circuit Court Clerk's grant budget.

Administrator Gee advised that Circuit Court Clerk Gordon Erby shared an updated Circuit Court Fee Schedule and requested that the following resolution be approved.

Resolution to Adopt Updated Circuit Court Clerk Fee Schedule

WHEREAS, the Lunenburg County Circuit Court is authorized to adopt the fines and fees schedule for transactions from the Department of Judicial Services; and

WHEREAS, the Lunenburg County Circuit Court previously requested the Board of Supervisors to adopt an ordinance authorizing the use of the Circuit Court Fee Schedule and the Board of Supervisors conducted a public hearing and adopted ordinance 34-2 of the Lunenburg County Code of Ordinances effective July 1, 2020, which was updated June 9, 2022; and

WHEREAS, the Department of Judicial Services periodically revises the Circuit Court Fee Schedule; and

WHEREAS, the Lunenburg County Circuit Court requests the Board of Supervisors adopt, by resolution, the updated Circuit Court Fee Schedule issued January 2024; and

WHEREAS, the Board of Supervisors recognizes the updated Circuit Court Fee Schedule.

NOW, THEREFORE BE IT RESOLVED that the Lunenburg County Board of Supervisors adopts the Circuit Court Fee Schedule, updated January 2024, to accompany Lunenburg County Code of Ordinances, Section 34-2.

Date: March 14, 2024

Supervisor Zava made motion, seconded by Supervisor Hankins, and unanimously approved, to approve the resolution updating the Circuit Court Fee Schedule.

Mr. Shawn Rozier, Vice-President of STEPS, Inc, requested use of ARPA funds to support their initiative to construct a long-term solution for homelessness. They are requesting support from member counties to build a multi-unit complex. Mr. Rozier added that this was a one-time request for ARPA funds and there would be no continuous funding requests. He stated that the request for Lunenburg was \$50,000. After some discussion, Supervisor Hankins suggested that the request be discussed by the Finance Committee, allowing them time to talk with other counties regarding their potential contributions. County Attorney Rennie also suggested that the County ensure this was an approved use of ARPA funds.

Supervisor Bacon made motion, seconded by Supervisor Hankins, and unanimously approved, to allow time for the Finance Committee to review the request from STEPS, Inc. for the use of ARPA funds to construct a homeless facility for the region.

Supervisor Bacon made motion, seconded by Supervisor Pennington, and unanimously approved, to accept the Abstract of Votes from the 2024 March Primary Election.

ABSTRACT of VOTES


Cast in LUNENBURG COUNTY, VIRGINIA
at the 2024 March Republican Primary held on March 05, 2024 for,

President

NAMES OF CANDIDATES ON THE BALLOT	TOTAL VOTES RECEIVED (IN FIGURES)
Chris Christie - Republican	3
Ryan L. Binkley - Republican	0
Vivek Ramaswamy - Republican	2
Donald J. Trump - Republican	883
Ron D. DeSantis - Republican	10
Nikki R. Haley - Republican	118
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on March 05, 2024, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the President.

Given under our hands this 11TH day of MARCH, 2024

 Donna J. Dagna, Chairman
Paula K. Binkley, Vice Chairman
Ollie Wright III, Secretary
Ollie Wright III, Acting Secretary

ABSTRACT of VOTES


Cast in LUNENBURG COUNTY, VIRGINIA
at the 2024 March Democratic Primary held on March 05, 2024 for,

President

NAMES OF CANDIDATES ON THE BALLOT	TOTAL VOTES RECEIVED (IN FIGURES)
Marianne Williamson - Democratic	16
Joseph R. Biden, Jr. - Democratic	473
Dean Benson Phillips - Democratic	13
Total Number of Overvotes for Office	0

We, the undersigned Electoral Board, upon examination of the official records deposited with the Clerk of the Circuit Court of the election held on March 05, 2024, do hereby certify that the above is a true and correct Abstract of Votes cast at said election for the President.

Given under our hands this 11TH day of MARCH, 2024

 Donna J. Dagna, Chairman
Paula K. Binkley, Vice Chairman
Ollie Wright III, Secretary
Ollie Wright III, Acting Secretary

The Board heard budget requests from County Departments. Commissioner of the Revenue Liz Hamlett, and Treasurer Wanda Barnes requested increases in travel, office, and postage. Electoral Board Secretary Ollie Wright advised that their budget is dependent upon the number of elections during the year with each one costing \$18,000 to \$20,000. General Registrar Alissa Baldwin requested an increase to postage and office supplies and an increase in salaries for the Deputy Registrar, as it is a highly specialized position. Ms. Baldwin advised that the average pay for a Deputy Registrar is \$23 per hour and the County is currently paying \$15 per hour. Commonwealth Attorney Rhonda Alexander stated she has vacancy savings with the Compensation Board due to a vacancy and will use the savings for

office needs in the current year. She requested an increase to salaries in order to be competitive in recruiting an Assistant Commonwealth's Attorney. Administrator Gee shared that the General District Court requested an increase in office supplies. Also, additional funds would be needed to support an increase in the meeting stipend for the Planning Commission.

Dr. Melba Moore, Administrator of Crossroads Community Services Board and her Finance Director Zachary Preston reported to the Board regarding their operations over the past year. Mr. Preston noted that they are required to request ten percent of their budget from each of their member counties. Therefore, they are requesting an additional \$6,000 for FY2024-25. He shared that 14.2 percent of their services were for Lunenburg resident in the previous year. Supervisor Hoover stated that he fully supported an increase to the appropriation.

Administrator Gee advised that the Commonwealth Regional Council had updated the Regional Hazard Mitigation Plan. She advised that if accepted the Board would also need to adopt the below resolution.

**RESOLUTION TO ADOPT COMMONWEALTH REGIONAL COUNCIL
REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, Lunenburg County is vulnerable to an array of hazards that can cause loss of life and damage to public and private property; and

WHEREAS, the County desires to seek ways to mitigate situations that may aggravate such circumstances, and the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from hazards; and

WHEREAS, the County is covered under a regional hazard mitigation plan that outlines ways to protect its citizens and property from the effects of hazards, in accordance with Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act; and

WHEREAS, that plan must be reviewed and updated every five years for the County to remain in compliance with Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, and to remain eligible for certain types of federal assistance in the event of a disaster affecting the County; and

WHEREAS, the Commonwealth Regional Council (CRC) has undertaken an update of the regional hazard mitigation plan, which includes Lunenburg County, with input from the appropriate local and state officials; and

WHEREAS, citizens have been afforded an opportunity to comment and provide input in the Plan and the actions in the Plan; and

WHEREAS, the Virginia Department of Emergency Management and the Federal Emergency Management Agency have reviewed the updated hazard mitigation plan for legislative compliance and have approved the plan pending the completion of local adoption procedures.


NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors for Lunenburg County hereby adopts the updated CRC Regional Hazard Mitigation Plan, as applicable to the County, and agrees to take such official actions as reasonably necessary, and as available resources allow, to carry out the proposed actions in the plan.

Adopted on the 14th day of March 2024.

Signed:


Chair, Board of Supervisors

Attest:


County Administrator

Supervisor Currin made motion, seconded by Supervisor Hoover, and unanimously approved, to accept the updated Regional Hazard Mitigation Plan as presented and approve the resolution.

Supervisor Bacon made motion, seconded by Supervisor Hoover, and unanimously approved, to appoint Ms. Beverly Hawthorne of Potts Spring Road in Dundas to the Board of Equalization for the calendar year of 2024.

Supervisor Bacon made motion, seconded by Supervisor Zava, and unanimously approved, to approve a stipend amount of \$25 per hour for each Board of Equalization member and pay mileage at the current IRS mileage rate.

Administrator Gee provided her monthly report. She advised that the paving project at the Lunenburg Airport came in under budget. With savings from both projects, she has requested the Department of Aviation consider funding, at eighty-five percent, paving of the parking lot. Administrator Gee advised that the April Board meeting would be held on April 11, 2024 at 10:00 AM at Central High School in conjunction with Student Government Week. She noted that April 10th would be a student shadowing day and encouraged the Board members to participate. She advised that the Animal Control Officer Ray Elliott had purchased a hot water pressure washer with the funds approved by the Board. He was able to purchase one under budget and would like to use the savings to create an external entrance for the animal isolation room. Administrator Gee shared that she had received an engagement letter from the internal auditing firm and the cost is in line with other counties, with cost based on hours worked. She noted that Benton Roofing had begun removing the slate on the historic courthouse. They were working quickly and were able to retain two hundred-fifty slates for the County to retain for special projects.

Administrator Gee shared a letter from Southside Virginia Alcohol Safety Action Program (VASAP) notifying member counties that Piedmont VASAP would be dissolving due to existing deficiencies. Lunenburg would now be served by Southside VASAP and would need to appoint a representative to their Board. Chief Deputy Circuit Court Clerk Sonya Blackwell previously served on the Piedmont VASAP Board and had agreed to continue. Administrator Gee requested the Board approve the Resolution of Dissolution and would confirm the terms of appointment of Mrs. Blackwell to the Southside VASAP for the April meeting.

Supervisor Zava made motion, seconded by Supervisor Hankins, and unanimously approved, to approve the Resolution on Dissolution of Piedmont VASAP and joining the Southside VASAP Board.

Lunenburg County Board of Supervisors

RESOLUTION

A **RESOLUTION** of the Lunenburg County Board of Supervisors establishing, by joint action of the Boards of Supervisors of the Counties of Appomattox, Brunswick, Buckingham, Charlotte, Cumberland, Halifax, Mecklenburg, Prince Edward, and the Council of the Town of South Boston, the membership of the regional Policy Board of the Southside Virginia Alcohol Safety Action Program (VASAP) to serve the region composed of those Counties and Town.

WHEREAS, the Commonwealth of Virginia, in the interest of highway safety, has provided for probation, education, and rehabilitation of persons charged with violations of §18.2-266 of the Code of Virginia; and

WHEREAS, the General Assembly of Virginia has, by statute codified as Virginia Code § 18.2-271 paragraph (h), provided that any county, city, town, or combination thereof may establish and operate alcohol safety action programs in connection with highway safety, and that each program shall operate under the direction of a local independent policy board chosen in accordance with procedures approved and promulgated by the Commission on VASAP; and

WHEREAS, § 15.2-1300 of the Code of Virginia, Joint Exercise of Powers by Political Subdivisions, authorizes local units of government to exercise their powers and privileges jointly for the operation of a multi-jurisdictional venture; and

WHEREAS, the Piedmont Alcohol Safety Action Program which formerly serviced the Counties of Amelia, Appomattox, Buckingham, Charlotte, Cumberland, Lunenburg, Nottoway, and Prince Edward has been dissolved effective May 31, 2024; and

WHEREAS, the Boards of Supervisors of the Counties of Appomattox, Brunswick, Buckingham, Charlotte, Cumberland, Halifax, Mecklenburg, Prince Edward, and the Council of the Town of South Boston have established and do operate the Southside Virginia Alcohol Safety Action Program, which is a regional alcohol safety action program in connection with highway safety, and the Commission on VASAP has approved and promulgated procedures for the policy board of that regional alcohol safety action program to be reconstituted;

NOW, THEREFORE, in accordance with the procedures approved and promulgated by the Commission on VASAP, and pursuant to the authority granted to this Board by Virginia Code § 15.2-1411, the BOARD OF SUPERVISORS of LUNENBURG COUNTY hereby resolves that the County of Lunenburg continue its participation in the Southside Virginia Alcohol Safety Action Program (VASAP) which is established for the purpose of providing, as ordered by the courts in the jurisdictions to be served, probation, education, prevention, and rehabilitation services.


Alvester L. Edmonds, Chairman

Attest: Drasmblee

County Attorney Rennie provided an update. He reminded the Board that the County had enacted a pause on all solar facility applications. He advised that the committee was in the process of working to update the Joint Comprehensive Plan. Once the plan is updated and approved, the Board may consider accepting solar facility applications again.

Supervisor Hoover made motion, seconded by Supervisor Zava, and unanimously approved, to adjourn.

Tracy M. Gee, Clerk
County Administrator

Alvester L. Edmonds, Chairman
Board of Supervisors