

BOARD OF SUPERVISORS MEETING
MONDAY, MAY 20, 2019
6:30 PM

The Appomattox County Board of Supervisors held a scheduled meeting on Monday, May 20, 2019 at 6:30 p.m. in the Board of Supervisors meeting room located at 171 Price Lane, Appomattox, Virginia.

Appomattox County Board of Supervisors

Present:

Samuel E. Carter	Courthouse District, Chairman
Watkins M. Abbitt	Piney Mountain District
William H. Hogan	Appomattox River District
Chad E. Millner	Falling River District, Vice-Chairman
Bryan A. Moody	Wreck Island District

Also Present:

Susan M. Adams, County Administrator
Tom Lacheney, County Attorney
Johnnie Roark, Community Development Director
John Spencer, Information Systems Manager/Purchasing Agent
Vicky Phelps, Finance Director

Call to Order – Chairman Carter called the meeting to order at 6:30 p.m.
Handicap Accessibility Statement- Susan M. Adams, County Administrator
Pledge of Allegiance
Invocation – Chairman Carter

Approval of Agenda

Ms. Adams added an invoice for payment for cleaning the Health Department carpets and floors to the Consent Agenda for approval.

Mr. Millner made a motion to approve the agenda as amended. Mr. Hogan seconded Mr. Millner's motion. Chairman Carter called for a vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan aye; Mr. Millner, aye; Mr. Moody, aye.

CITIZEN PUBLIC COMMENT PERIOD

There was no public comment.

APPEARANCES

Major General Robert M. Dyess, Jr.

The Board of Supervisors approved a Resolution at the May 21, 2018 honoring Major General Robert M. Dyess Jr., recognizing his 36 years of outstanding service in defense of the United States of America, being a positive role model and hometown hero to the Appomattox

County. Major General Dyess retired in 2018 and is visiting the Appomattox community; at which time staff requested that he attend the Board meeting to personally receive the Resolution.

Mr. Moody read and presented the resolution To Major General Dyess.

Mr. Dyess thanked the Board for the recognition and thanked his wife and family. He stated that over the years, he has met many people from all over the Country and he is proud that a lot of them have been to his hometown to visit the National Historical Park. He stated that he appreciates the Board and thanked them for what they do for this County.

Christy Horsley, CASA

Ms. Horsley requested to appear before the Board of Supervisors to provide updating the Board.

Ms. Horsley came forward and presented the Board with an update on services as provided by the Court Appointed Special Advocate (CASA) program.

Following her presentation, Ms. Horsley called for questions.

Chairman Carter questioned the avenue to travel to become a volunteer.

Following discussion, Chairman Carter thanked Ms. Horsley for providing the Board with the history of the organization and an update of services.

PUBLIC HEARING (7:00 PM)

Joint Public Hearing w VDOT - Secondary Six-Year Road Plan

Chairman Carter stated that after being duly advertised, a Joint Public Hearing with VDOT is being held to receive public comment on the proposed Secondary Six-Year Road Plan for Fiscal Years 2020-2025 and on the Secondary System Construction Budget for Fiscal Year 2019/2020 for Appomattox County. During this time, Appomattox County citizens are afforded the opportunity to make comments and recommendations concerning the proposed plans. Chairman Carter stated that Mr. Robert Brown, VDOT Resident Administrator is available to address any questions and/or concerns.

STAFF RECOMMENDATION: Consider the approval of the Secondary Six-Year Plan for 2020-2025, 2019 Rural Rustic Road Priority List as presented by Robert Brown, VDOT Resident Administrator.

Chairman Carter called the public hearing to order at 7:04 p.m. Hearing no public comment, he closed the public hearing at 7:05 p.m.

Mr. Millner made a motion to approve the Secondary Six Year Plan for 2020-2025 and the 2019 Rural Rustic Road Priority List as presented by Robert Brown, VDOT Resident Administrator. Mr. Moody seconded Mr. Millner's motion. Chairman Carter called for a vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

Public Hearing - Fence In Ordinance

After being duly advertised, a public hearing has been scheduled to receive public comment on the proposed Fence-In Law ordinance.

ORDINANCE

AN ORDINANCE AMENDING THE CODE OF APPOMATTOX COUNTY, CHAPTER 9.1 (ANIMALS), BY CREATING THEREIN ARTICLE III (ANIMALS RUNNING AT LARGE), SECTION 9.1-4 (FENCE-IN LAW: PROVISIONS FOR ACTUAL AND PUNITIVE DAMAGES) AND SECTION 9.1-5 (CIVIL PENALTY FOR ANIMALS RUNNING AT LARGE) TO PROVIDE FOR CIVIL PENALTIES FOR THE STRAYING OF CERTAIN LIVESTOCK ONTO THE LAND OF ANOTHER.

WHEREAS, Virginia Code §§ 15.2-1427 and 15.2-1433 enable a local governing body to adopt, amend and codify ordinances or portions thereof;

WHEREAS, Virginia Code § 55-310 enables a local governing body specifically to adopt fence-in legislation for that locality, by declaring the boundary line of each lot or tract of land (or any stream in such county, or any magisterial district thereof, or any selected portion of such county), to be considered a lawful fence as to any or all of the animals mentioned in § 55-306;

WHEREAS, Virginia Code § 3.2-6544 enables a locality, generally, to regulate or prohibit the running at large and the keeping of animals and fowl;

WHEREAS, in order to encourage owners to properly control and contain their livestock, the Board of Supervisors wishes to regulate the control of certain livestock;

WHEREAS, the full text of this amendment was available for public inspection in the Appomattox County Administrator's Office, 153-A Morton Lane, Appomattox, VA 24522; and

WHEREAS, pursuant to the provisions of Virginia Code § 55-310, a majority of the Board of Supervisors are present and concurring at the meeting, and notice has been posted of the time and place of this meeting for thirty days at the front door of the courthouse of the Appomattox County Circuit Court, and at each voting place in this county, and by publishing the same once a week for four successive weeks in some newspaper of this county; and

WHEREAS, at that same meeting, on _____, a public hearing was held on this matter, and all of those wishing to speak on this topic were heard;

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF APPOMATTOX, that Article III is hereby created in Chapter 9.1, and that Sections 9.1-4 and 9.1-5 are created in Article III of Chapter 9.1:

Chapter 9.1. Animals
Article III. Animals Running At Large

Section 9.1-4. Fence-In Law: Provisions for Actual and Punitive Damages

(a) The boundary line of each lot or tract of land or any stream in the county shall be a lawful fence as to all livestock domesticated by man, except cattle.

(b) It shall be unlawful for any person who is the owner or manager of any livestock domesticated by man, except cattle, to permit such livestock to run at large within the boundaries of the county; and such animal shall be deemed to be running at large while roaming or running off the property, whether owned or rented, of its owner or custodian, and not under their owner's or manager's immediate control.

(c) Any such owner or manager who permits such animal to continue to run at large, shall be liable:

(1) upon the first offence, for the actual damages caused by such animal while running at large, and for punitive damages in an amount not to exceed twenty dollars in each case; and

(2) upon every succeeding trespass committed by the owner or manager of such animal within 24 months of the first offense, for double damages, both actual and punitive.

Section 9.1-5. Civil Penalty for Animals Running at Large

1. If the owner or manager of any livestock domesticated by man, except cattle, permits such animal to run at large, he shall also be fined a civil penalty of \$25 for the first offense; \$250 for the second offense within 24 months of the first offense; and \$500 thereafter for each subsequent offense committed within 24 months of the previous offense. Any violation shall be considered a single violation regardless of the number of animals running at large.

Chairman Carter called the Public Hearing to Order at 7:05 p.m.

Mr. Greg Wagner came forward and stated his address as 8434 Holiday Lake road. He spoke in favor of the Proposed Fence In Ordinance.

Ms. Janet Goin came forward, stated her address as 932 Falling Creek road and read the following letter from President Joanne Jones representing Farm Bureau in opposition of the proposed Fence In Ordinance.

Mr. Matt English came forward and stated his address as 246 Dean Johns Place, Appomattox. Mr. English spoke in opposition of the proposed Fence in Ordinance.

Mr. Mark Campbell came forward and stated that he is the District Field Service Director for Farm Bureau. Mr. Campbell spoke in opposition of the proposed Fence in Ordinance and asked the Board to seek other options.

Mr. Rodney English came forward and stated his address as 246 Dean Johns Place, Appomattox. He spoke in opposition of the proposed Fence in Ordinance.

Mr. Timothy Coverdale came forward and stated his address as 8672 Holiday Lake Road. Mr. Coverdale spoke in favor of the proposed Fence in Ordinance.

Ms. Ellen Mayberry came forward and spoke in favor of the proposed Fence in Ordinance.

Mr. Raymond Harris came forward and stated his address as 967 Willow Oak Road, Appomattox. Mr. Harris spoke in opposition to the proposed Fence in Ordinance.

Mr. Carter read the following letter and asked to have it recorded in the minutes:

Dear Appomattox County Board of Supervisors:

I am writing to voice my concern regarding the proposed amendment to our county's ordinances that will create a "Fence-In Law" along with punitive damages and civil penalties. I reside in the county and am currently finishing my 11th year as an agricultural education teacher at Appomattox County High School. Our FFA chapter is the largest student led organization in the county, boasting 157 students; nearly one-third of the student body at our school. Under my leadership, our agriculture program has been in the national spotlight on numerous occasions. We are successful because we are able to create realistic learning experiences for our students. Our students help manage a 30-acre working farm adjacent to the school property. During the course of the year, our students care for beef cattle, swine, sheep, goats and chickens. This teaching facility allows students to learn about animal husbandry and animal entrepreneurship. Many students take skills learned in our program and begin small livestock businesses of their own. The proposed ordinance puts this valuable learning experience at risk for an important demographic: the future of agriculture in Appomattox County. As written, the proposed ordinance stifles the small farmer's ability to become successful. We encourage students to begin livestock production enterprises as part of our agricultural education courses. Animal husbandry skills are developed at school, of which housing and fencing are covered in great detail. Most students and their families start their animal enterprise with only a few head of livestock. One thunderstorm, one wayward automobile driver, or one troublesome tree could put a producer's fence at jeopardy. Thus leaving an individual and their entire farming operation open to unnecessary risk if this ordinance is passed. The civil penalties will quickly add up to more than the animal's worth! Fines for a negligent animal owner are one thing to consider, but please do not enact a blanket ordinance that penalizes the silent majority who operate their farming business ethically and with a community-based mindset. The current code of Virginia already makes valid provisions for wayward animals. State code § 15.2-1218, prohibits producers from allowing their animals to wander in public roads. State codes § 55-317 and § 55-318 already address the responsibility joint landowners share in maintaining border fences. Enforcing laws that already exist is a great way to remedy any existing problems with roaming livestock in our County. Please review existing state laws options before passing the proposed ordinance! For these reasons, I urge you to vote in opposition to the proposed ordinance that amends the Appomattox County Code, chapter 9.1.

You may contact me at 434-352-8396 if you are interested in discussing it further.

Sincerely,

Ed McCann Appomattox Sr. FFA, Advisor

Christian Raymond came forward and voiced his opposition to the proposed Fence in ordinance.

Hearing no further comments, Chairman Carter closed the public hearing at 7:43 p.m.

After discussion, Mr. Moody made a motion to defer the vote on the proposed Fence in ordinance until the scheduled June meeting. Mr. Abbitt seconded Mr. Moody's motion. Chairman Carter called for a vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

Public Hearing - Carver-Price 2010 Museum Lease Renewal

After being duly advertised, a public hearing has been scheduled to receive public comments in consideration of amending the lease with the Carver-Price Legacy Museum.

STAFF RECOMMENDATION: Consider approval of the Carver-Price Lease Agreement, as amended.

LEASE AGREEMENT

THIS LEASE is made this _____ day of _____, 2019, by and between THE COUNTY OF APPOMATTOX, VIRGINIA, hereinafter referred to as "Lessor" and CARVER-PRICE ALUMNI ASSOCIATION, a Virginia Non-Stock Corporation, hereinafter referred to as "Lessee".

WITNESSETH

IN CONSIDERATION of the terms and covenants hereafter set forth, Lessor leases to Lessee, and Lessee rents from Lessor, the following rental space with all improvements thereon (the space and improvements called the "Leased Premises") situated in the Town of Appomattox, Virginia described as the area encompassing the original Carver-Price school together with an additional space as identified on the attached Exhibit A.

To have and to hold said land and improvements and the privileges and the appurtenances belonging unto the Lessee for the term provided and upon the following terms and conditions, to which the parties covenant mutually agree:

SECTION ONE (TERM)

The term of this lease shall be five (5) years commencing on the date of execution of this lease, unless sooner terminated as hereinafter provided. This lease shall supersede and replace any and all previous leases or agreements between the parties with respect to the Leased Premises.

SECTION TWO (RENEWAL)

At the expiration of the initial term of this lease, this lease shall renew upon the same terms and without notice, for an additional five year term, and for subsequent five year renewal terms thereafter, unless either party gives written notice at least 60 days prior to the expiration of the term of renewal date of that party's intent to terminate the lease at the end of that term, or renewal thereof.

SECTION THREE (RENT)

Lessee covenants to pay a base annual rent to Lessor of ONE DOLLAR (\$1.00) In addition, Lessee shall be responsible for all routine and ordinary maintenance on the leased Premises, as well as all utilities.

SECTION FOUR (USE OF LEASED PREMISES)

Lessee shall use the Leased Premises for the operation of a museum in strict accordance with all applicable laws and regulations of any applicable governmental authorities, as well as events related to the operation of a museum. Lessee shall use the Leased Premises for no other purpose without the prior consent of the Lessor. Lessee will not, without the prior consent of Lessor, use or permit the walls or the roof of the Leased Premises to be used for advertising purposes, other than advertising the museum itself or museum sponsored events.

SECTION FIVE (CONDITION OF LEASED PREMISES; PERSONAL PROPERTY INCLUDED)

Lessee has examined and knows the present condition of the Leased Premises and the equipment thereon, if any. No representation has been made to Lessee, or Lessee's agent, by Lessor, or Lessor's agents, concerning the Leased Premises (and the equipment thereof, if any) of any particular use that can be made thereof. Lessor shall not be under any duty to instruct Lessee or others as to the use of any equipment on the Leased Premises.

SECTION SIX (ASSIGNMENT, SUBLETTING AND MORTGAGING)

Lessee shall not assign this lease, nor sublet the Leased Premises, in whole or in part, without Lessor's prior written consent

SECTION SEVEN (INSURANCE AND INDEMNITY)

Lessee shall indemnify and save Lessor, its agents and employees, harmless against all liabilities, loss, damage and expense, including court costs and attorney's fees, incurred or suffered by Lessor, its agents or employees, as a result of the failure of Lessee, its agents, or employees, to perform any covenant hereunder, or resulting from Lessee's use or occupancy of the Leased Premises, or arising from injury to person or property occurring on the Leased Premises. Lessee agrees to obtain, pay for, and maintain throughout the term of this lease and renewal thereof, a policy of public liability insurance, naming ~~the~~ both the Lessor and the Lessee as the insured parties, from a responsible company and in a form satisfactory to the Lessor, with minimum coverage limits of \$500,000.00 on account of bodily injuries to or the death of one person as a result of any one accident or disaster and property damage insurance with limits of \$500,000.00.

Lessee shall deliver to Lessor upon request, a certificate of insurance showing the same to be in force and effect. Such policy shall provide that it shall not be subject to cancellation without at least 30 days notice to Lessor.

Lessor shall maintain a replacement value policy of insurance on the building located on the leased premises. Lessee understands the Lessor will not maintain a policy of insurance on the contents of the building or on the property of the Lessee's employees, agents, invitees or guests.

In addition, Lessee agrees to obtain, pay for, and maintain through the term of this lease and any renewal, insurance against fire, vandalism, malicious mischief, and such other perils as are included in a standard extended coverage and endorsement, insuring all merchandise, fixtures, furnishings, equipment, and other items of personalty owned by Lessee or Lessor located on the Leased Premises, providing for replacement cost coverage for contents.

Should Lessee not comply with its covenants to maintain insurance as provided herein Lessor may, at its option, cause such insurance to be issued and Lessee shall promptly pay when due the premium for such insurance. Lessee's failure to pay for said insurance will be a cause for termination of this lease.

Lessee shall pay all excess insurance premiums (i.e., premiums in excess of the usual premiums for a non-hazardous risk) required to be paid by Lessor on the building on the premises by reason of Lessee's use or occupancy thereof.

SECTION EIGHT (REPAIRS BY LESSOR)

Lessor shall make only necessary structural repairs to the foundations, load bearing walls and roof. Lessor shall ensure that the electrical, plumbing and heating and air conditioning units (once installed) are in compliance with applicable building codes and in good working order. Lessee agrees to ~~indemnify~~indemnify and hold

Lessor harmless for any repair necessitated by damage caused by Lessee, its tenants and invitees. Lessee agrees to ~~indemnify~~indemnify and hold harmless Lessor for any repairs or maintenance of any structures, personal property or fixtures on the Leased Premises which Lessor performs in the interest of maintaining the Leased Premises in good and safe condition and in good order and repair and which are Lessee's obligation under this lease.

The parties agree that Lessee may from time to time obtain grants which may be used to upgrade, repair or improve the Leased Premises. All such funds may be turned over to Lessor, and Lessor will undertake the procurement and installation of said upgrades, repairs, or improvements.

SECTION NINE (REPAIRS BY LESSEE)

Lessee shall keep and maintain in good, clean and healthy condition and appearance, and in good order and repair, all portions of the Leased Premises not maintained by Lessor under Section Ten.

SECTION TEN (ALTERATIONS)

Lessee shall have the right, at its own expense, to make such alterations and improvements in the Leased Premises as may be reasonably necessary to its proper use thereof. All structural improvements, additions, and all building, shall be subject to the prior written approval of the Lessor, such approval not to be unreasonably withheld.

~~Lessee shall not make any alterations of, additions to, or changes in the Leased Premises without the prior written consent of the Lessor, which consent shall not be unreasonably withheld, and all~~ All alterations, ~~changed~~changes, improvements, and fixtures, by whomsoever made, shall be ~~propetty~~property of the Lessor, except those items listed in Schedule "A" shall remain property of Lessee.

Lessee shall, on the last day of the original or renewal term, or upon the sooner termination of this lease, peaceably and quietly surrender the Leased Premises to the Lessor, including all Improvements, alterations, rebuilding, replacements, fixtures, changes, or additions placed by Lessee thereon in good condition and repair; however, Lessee shall not be required to return any such ~~propetty~~property in good condition if the same is damaged or destroyed by fire and reimbursed by insurance, or otherwise unless caused by the Lessee's fault or negligence which is not covered by insurance.

SECTION ELEVEN (LESSOR'S LIABILITY FOR DAMAGES)

The Lessor shall not be liable for any damage or injury to person or property caused by or resulting from any other cause whatsoever unless said damage or injury is caused by the negligence of the Lessor; and notwithstanding any other provision hereof, Lessor shall not be liable to Lessee or any insurance company insuring the Lessee for any loss or damage to Lessee's merchandise or property on the Leased Premises which was or could have been covered by fire and extended coverage or any other insurance coverage, even though such loss or damage may have been occasioned by the negligence of Lessor, its agents or employees.

SECTION TWELVE (DESTRUCTION OF LEASED PREMISES: CONDEMNATION)

Except as otherwise provided, if the Leased Premises are damaged without fault or negligence on the part of Lessee, its employees or invitees, by fire or other casualty, which is covered by insurance under a standard fire insurance policy with standard extended coverage endorsement. Lessor, unless it shall elect otherwise as hereafter provided, shall promptly repair the same, and this lease shall continue; provided, that the Lessor shall in no event be required to expend more for such restoration than the amount it receives in ~~insurance~~insurance proceeds. If the insurance proceeds are insufficient to effect the repairs, and Lessor declines to provide the additional amount required, either Lessor or Lessee may terminate this lease with reasonable notice to the other. It is expressly agreed there shall be no abatement of rent if any damages be caused by act or negligence of Lessee, its employees or invitees. Should Lessor elect to repair the Leased Premises, within a reasonable time as set forth above, a reasonable reduction of rent from the date of such damages until there be again premises substantially similar in value to the Lessee as the Leased Premises, shall be provided.

SECTION THIRTEEN (LESSOR'S RIGHT OF ENTRY)

Lessee shall permit Lessor to erect, use, and maintain pipes and conduits in and through the Leased Premises. Lessor or its agents shall have the right to enter the Leased Premises and shall have the right of ingress and egress over and through the Leased Premises for whatever reason necessary to the Lessor, upon 5 day notice to Lessee, except no notice is required in case of emergency.

SECTION FOURTEEN (DEFAULT)

The happening of any of the following events shall constitute a default for which Lessor, in addition to other rights or remedies it might have, shall have the immediate right of re-~~ent~~ry entry without service of notice or ~~resmt~~resort to legal process and

without Lessor being guilty of trespass, or becoming liable for any loss or damage which may be occasioned thereby:

(a) Abandonment of Lease Premises:

(b) A breach of any of the covenants or conditions of this lease continuing for more than thirty days after notice thereof from the Lessor.

(c) Termination of existence, -insolvency, business failure, appointment or receivers, assignment -for benefit of creditors of all or any part of the property of Lessee, or commencement of any proceedings -under any bankruptcy -or insolvency law by or against Lessee.

No failure on the part of Lessor to enforce any covenant -herein, nor the waiver of any right hereunder -by Lessors, shall discharge or invalidate any covenant -or affect the right of Lessor to enforce the same in the event of a subsequent -default.

SECTION FIFTEEN (REMEDIES ON DEFAULT)

In the event of default by Lessee, Lessor, at its option, without notice to Lessee, may terminate this lease and re-enter the Leased Premises and have, possess, and enjoy the same, as of its former estate, but no such re-~~entry~~ entry shall be deemed an acceptance, termination or surrender of this lease. In the event of re-entry for default, lessor at its option, may re-let the Leased Premises, or any part, as agent for Lessee, for any sums which it may deem reasonable, but Lessor shall not be under any obligation to re-let the premises for any purpose other than that specified in this lease. In event of termination for default, ~~lessee~~ Lessee shall remain liable for all its obligations s under this lease, and for such loss and damages as Lessor may sustain as a result of Lessee's breach hereof

SECTION SIXTEEN (LESSOR'S RIGHT TO CURE).

In the event of any default at any covenant, condition, or provision -of this lease by Lessee, Lessor, after reasonable -notice to Lessee, may at its sole discretion cure such breach for the account and at the expense of the Lessee, if such breach has caused, or may be reasonably likely to cause, damage or injury to person or property.

SECTION SEVENTEEN (ATTORNEY'S FEES)

Lessee shall indemnify -and promptly -reimburse -Lessor for all expenses, including interest and reasonable -attorney's fees that Lessor may incur as a result of any breach by ~~lessee~~ Lessee or in the enforcement of any provisions of this lease.

SECTION EIGHTEEN (SUBROGATION)

Lessee agrees that all fire and extended coverage insurance policies obtained by Lessee covering Lessee's -property on the Leased Premises shall contain a provision waiving subrogation against the Lessor, their employees and agents.

SECTION NINETEEN (NOTICES)

Wherever in this lease it shall be required or permitted that notice or demand be given or served by either party to this lease to the other, such notice demand shall be given or served and shall not be deemed to be duly given or served unless in writing and forwarded by registered or certified mail addressed as follows:

TO LESSOR: Susan Adams
Administrator, Appomattox County
P.O. Box 863
Appomattox, VA 24522

SECTION TWENTY (OTHER TERMS)

All parties agree that all these provisions shall bind and inure to the benefit of the ~~parties~~parties, their heirs, legal representatives, successors in interest and assigns.

This lease agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all other genders.

 This lease contains the entire agreement between the ~~parties~~parties and shall not be modified in any manner except by an instrument in writing executed by all the parties hereto.

~~hereto.~~

Any dispute arising hereunder shall be heard exclusively in the Circuit Court for Appomattox County.

Ms. Mary Lou Spiggle came forward and stated her address as 129 Pine Street, Appomattox, she asked the Board to consider approving the lease with the Carver Price Museum.

Hearing no further discussion, Chairman Carter closed the public hearing at 7:45 p.m.

After discussion, it was the consensus of the Board to meet with Carver Price Alumni and discuss the lease before making a decision. Mr. Hogan made a motion to defer action until the scheduled June meeting. Mr. Moody seconded Mr. Hogan's motion. Chairman Carter called for a vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

ACTION ITEMS

Resolution for Personal Property Tax Relief Program

In accordance with the requirements set forth in the Code of Virginia for the Personal Property Tax Relief Program, qualifying vehicles situated within the County commencing January 2012 shall receive personal property tax relief. The 2019 PPTRA rate is 29.7% for personal use vehicles valued at \$1,001 to \$20,000.

Staff Recommendation: Per Commissioner of Revenue's request, consider adoption of the 2019 Personal Property Tax Relief Program Resolution.

RESOLUTION

BE IT RESOLVED THAT in accordance with the requirements set forth in Section 58.1-39524 (C) and Section 58.1-3912(E) of the Code of Virginia, as amended by Chapter 1 of the Acts of Assembly (2004 Special Session 1) and as set forth in item 503.E (Personal Property Tax Relief Program) of Chapter 951 of the 2005 Acts of Assembly any qualifying vehicle situated within the County commencing January 1, 2012, shall receive personal property tax relief in the following manner:

- Personal use vehicle valued at \$1,000 or less will be eligible for 100% tax relief;
- Personal use vehicles valued at \$1,001 to \$20,000 will be eligible for 29.7% of tax relief;
- Personal use vehicles valued at \$20,001 or more shall only receive 29.7% tax relief on the first \$20,000 of value; and
- All other vehicles which do not meet the definition of "qualifying" (business use vehicles, farm use vehicles, motor homes, etc.) will not be eligible for any form of tax relief under this program.

After discussion, Mr. Hogan made a motion to adopt the Property Tax Relief Program Resolution as presented. Mr. Millner seconded Mr. Hogan's motion. Chairman Carter called for a Roll Call Vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

Set Public Hearing-CUP190211-USCOC of Virginia RSA#3, Inc.

USCOC of Virginia RSA #3, Inc. (US Cellular) is seeking a conditional use permit to locate a wireless communication facility off Oak Ridge Road in the Oakville area. Please set a public hearing for Monday, June 17, 2019 at 7:00 pm to receive comments on this petition.

STAFF RECOMMENDATION: Authorize staff to schedule and advertise a Public Hearing on USCOC of Virginia RSA #3 (US Cellular) Conditional Use Permit request for Monday, June 17, 2019 at 7:00 pm.

Mr. Abbitt made a motion to schedule a public hearing for the June 17, 2019 Board meeting at 7PM. Mr. Hogan seconded Mr. Abbitt's motion. Chairman Carter called for a vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

Revised Appomattox County Personnel Policy

Chairman Carter stated that at the May 13, 2019 special meeting, the Board was provided a hard copy of the " revised DRAFT" Appomattox County Personnel Policy. In addition, Ms. McCormick has emailed the Board a redlined "mark-up" copy for review and discussion.

STAFF RECOMMENDATION: Discuss and Consider adoption of the "revised" Appomattox County Personnel Policy at the June meeting to be effective July 1, 2019.

No action taken.

COMMITTEE APPOINTMENTS

Central Virginia Alliance for Community Living Committee Appointment

At the April meeting, a letter was received from Ms. June Chenault requesting her resignation from the CVACL Board, effective immediately.

STAFF RECOMMENDATION: Consider the appointment of a representative to fill this vacancy.

Mr. Moody made a motion to defer this appointment until the June 17, 2019 meeting. Mr. Hogan seconded Mr. Moody's motion. Chairman Carter called for a vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

CONSENT AGENDA

Invoices Submitted For Payment

Please review the attached invoices and approve for payment:

May 6, 2019	\$47,326.39
May 17, 2019 - CSA	\$165,534.68
May 20, 2019	\$311,676.45
TOTAL:	\$524,537.52

Staff Recommendation: Please review and consider approval of the attached invoices for payment.

Minutes

Please review the following DRAFT minutes for additions, corrections or questions:

Minutes - Scheduled Meeting- April 15, 2019

Department of Social Services

Please supplement by consent and appropriate the following:

5301-2002	VRS	\$10,077.51
5301-2006	Group Life	\$760.87
5301-2002	ICMA-RC	\$859.23
	TOTAL:	\$11,697.61

RE: Reimbursement for April, 2019 payroll deductions.

Staff Recommendation: No new local funds are required.

J. Robert Jamerson Memorial Library

Please supplement by consent and appropriate the following:

7301-5411	Books	\$165.75
7301-5401	Office Supplies	\$971.00
7301-5415	Summer Reading	\$759.00
	TOTAL:	\$1,895.75

Staff Recommendation: No new local funds are required.

Sheriff's Department

Please supplement by consent and appropriate the following:

3106-5401	DARE	\$300.00
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RE: Donations for Sheriff's Night Out

Staff Recommendation: No new local funds are required.

Commonwealth's Attorney

Please supplement by consent and appropriate the following:

2201-5504	Travel (Convention/Education)	\$2,178.87
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RE: Reimbursement received from the Commonwealth's Attorney Services Council for Mr. Puckett, Mr. Brenner and Ms. Smith to attend the Commonwealth's Attorney's Spring conference. Total expenses were: \$2,245.07 (All expenses except \$66.20 were reimbursed).

Staff Recommendation: Local Funds: \$66.20. All other expenses were reimbursed.

Commissioner of the Revenue Refunds

Please supplement by consent **\$8,073.07** from the General Fund to 1209-5803 Refunds.

RE: Real Estate and Personal Property Tax refunds issued by the Commissioner of Revenue for FY 2019.

Staff Recommendation: Supplement to line item 1209-5803 Refunds in the amount of \$8,073.07 for taxes paid and the Commissioner of Revenue issued refunds.

Commissioner of Revenue Refund Requests

Mrs. Sara Henderson, Commissioner of the Revenue is requesting the following to be reimbursed in the amount of **\$5,400.17** from line item **1209-5803**.

- 1) Refund Wayne & Libbie Cox **\$1,487.20**. Mr. Cox qualified for the disabled veteran real estate tax exemption for tax year 2018.
- 2) Refund Dale & Bonnie Campbell **\$74.15**. Mr. Campbell qualified for the disabled veteran real estate tax exemption for 2nd half 2018.
- 3) Refund Cobb Technologies Leasing **\$1,035.35**. Same equipment was assessed under Great American Leasing for 2017 & 2018 personal property taxes.
- 4) Refund Shellie & Timothy Vannieuwenhuise **\$2,182.15**. Shellie qualified for the disabled veteran real estate tax exemption for tax years 2016 (\$685.85), 2017 (\$748.15), and 2018 (\$748.15).
- 5) Refund Gerald & Brandy Kinne **\$143.92**. They went out of Business in 2016. Assessed for personal property (business equipment) in 2017 (\$71.96), and 2018 (\$71.96).
- 6) Refund Donald & Florence Baldwin **\$15.60** for 2019 personal property taxes paid on a mobile home that was sold in 2018.
- 7) Refund Eric Price **\$461.80** for 2018 personal property taxes paid on a vehicle that was sold on 8/20/17.

Staff Recommendation: Please consider the Commissioner of Revenue's refund requests. A copy of the letter and explanation is attached for your review.

Sports Complex Fund

Please transfer by consent **\$3,954.00** from the Sports Complex Fund to the General Fund and supplement the following:

7101-3010 Landscaping/Mowing Park **\$3,954.00**
RE: Field and grounds maintenance at Appomattox Community Park

Staff Recommendation: Transfer requested funds from the Sports Complex Fund and supplement \$3,954.00 to 7101-3010.

Circuit Court - Law Library

Please transfer by consent **\$469.00** from the Law Library Fund to the General Fund and supplement the following:

2101-5804 Law Library **\$469.00**
RE: Purchase of law books by the Circuit Court Clerk for the Law Library.

Staff Recommendation: Transfer requested funds from the Law Library to the General Fund and supplement \$469.00 to 2101-5804.

Circuit Court

Please supplement by consent and appropriate the following:

2106-3002	Professional Services	\$11,885.25
2106-7001	Equipment	\$600.00
	TOTAL:	\$12,485.25

RE: To be reimbursed to the County from State Library of Virginia, Circuit Court Records Preservation Program Grant (**\$11,885.25**); To be reimbursed to the County from the State Technology Trust Funds (**\$600.00**).

Staff Recommendation: No new local funds are required.

Under Setting the Agenda, the following invoice was added to the Consent Agenda for approval:

Margie Martin, Margie's Cleaning Service- 4302-3004

Appomattox County Registrar	\$250.00
Shampoo and clean three carpets, strip and wax lobby, hallway floors.	
Appomattox Health Department	\$1,200.00
Strip and wax all floors and shampoo and clean all carpets	
Total Payment:	\$1,450.00

Mr. Hogan made a motion to approve the Consent Agenda as presented. Mr. Millner seconded Mr. Hogan's motion. Chairman Carter called for a Roll Call Vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

ADMINISTRATOR'S REPORT

Ms. Adams provided the Board with a written report that included department reports; updates from the Courtland Park Foundation, Lynchburg Humane Society and a reminder of all email communications to the Board since the previous meeting. Ms. Adams also provided an updated calendar for the County Administrator.

REPORTS AND INFORMATIONAL ITEMS

School - March & April Financial Report

For the Boards review is the March and April 2019 Financial Report from Dr. Bennett, Division Superintendent and Bruce McMillian, Director of Finance.

Employee Recognition

For the Boards review is a copy of a letter from Mr. Riffey complimenting one of our Recycle Center Employees, Mr. Gene Hamlet.

Joint Board of Supervisors/School Board Meeting

A Joint Board of Supervisors/School Board meeting has been scheduled for Thursday, May 30th at 7:00 pm in the School Board office. Staff has attached a copy of the Alternative Process for End of Year Spending and Alternative Process for Textbook Funds policies that will be discussed at the meeting. The School and the County Attorneys have reviewed and approved the policies. Please review prior to May 30th and contact the County Administrator if suggested changes are recommended.

SUPERVISOR CONCERNS

Mr. Moody stated that he had received a call regarding the speed limit on Police Tower Road as being 55mph. He questioned the process of possibly having a speed study.

After discussion, Ms. Adams stated that she would research and report to the Board.

Mr. Abbitt stated that he was disappointed at the lack of knowledge at the public hearing that was held tonight regarding the fence in ordinance.

Chairman Carter recognized Ms. Debbie Dudley who saved someone's life today in a house fire. He stated that this the second time that she has saved someone's life.

UPCOMING MEETINGS

Thursday, May 30, 2019@ 7:00 PM

Joint Meeting with School Board
School Administration Building
316 Court Street, Appomattox, Virginia

Monday, June 17, 2019@ 6:30 PM

Regular Scheduled Meeting
Board of Supervisors Meeting Room
171 Price Lane, Appomattox, Virginia

ADJOURNMENT

Mr. Abbitt made a motion to adjourn the meeting at 8:12 p.m. Mr. Hogan seconded Mr. Abbitt's motion. Chairman Carter called for a vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

The scheduled meeting adjourned at 8:12 p.m.

Samuel E. Carter, Chairman