

The Appomattox County Board of Supervisors held their regular scheduled meeting on Monday, November 21, 2016 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  
Sara E. Carter  
William H. Hogan  
Chad E. Millner  
Bryan A. Moody

Courthouse District, Chairman  
Piney Mountain District, Vice-Chair  
Appomattox River District  
Falling River District  
Wreck Island District

**Also Present:**

Susan M. Adams, County Administrator  
J. G. Overstreet, County Attorney  
John K. Spencer, Information Systems Manager/Purchase Agent  
Johnnie Roark, Community Development Director  
Vicky Phelps, Finance

**Handicap Accessibility Statement**

**Call to Order**

**Invocation- Mr. Carter**

**Pledge of Allegiance**

**Setting of Agenda**

Ms. Adams requested to move the Administrative Report and Attorney Report to follow the Consent Agenda.

**CITIZEN PUBLIC COMMENT PERIOD**

There was no public comment.

**ADMINISTRATOR'S REPORT**

Ms. Adams provided and reviewed with the Board a written Administrator's Report. Ms. Adams questioned the Board as to if they wanted her to schedule a work session to review the report on Carver-Price School Auditorium Project and discuss how the County should proceed. It was the consensus of the Board to have Ms. Adams schedule a joint work session with Carver Price Alumni and their architect in January for review and discussion on the Carver-Price Auditorium Project.

Ms. Adams reminded the Board that Saturday, December 17, 2016 at 11:00 am; there would be a celebration of the first completion of the Long Term Recovery re-build (sponsored by United Methodist).

Ms. Adams provided the Board with several dates to remember of upcoming work sessions, joint meetings and the date of the upcoming Organizational Meeting.

## **ATTORNEY'S REPORT**

There was no attorney report.

## **PUBLIC HEARING (7:00 PM)**

### **Public Hearing-CUP16-0602-Spring Grove Properties LLC**

Chairman Carter called the public hearing to order at 7:00 p.m. and stated that CUP16-0602 Spring Grove Properties, LLC (owner), Barry Clarkson (agent) has applied for a conditional use permit to operate a Wedding facility/Multi-purpose facility (indoor/outdoor gatherings) on property located at 4414 Spring Grove Road, Spout Spring, Virginia. The property is zoned A-1, Agricultural Zoning District and is identified as Tax Map Identification Number 37 (A) 1A. The project will utilize approximately 2 acres of an approximately 123.13 acre farm.

Chairman Carter called for public comment.

Mr. Norm Walton with Perkins/Orrison Engineering came forward and stated his address as 27 Green Hill Drive, Forest Virginia and stated that he is here to represent Spring Grove Farms. He provided a review of the request and addressed questions and concerns from the Board.

Hearing no further comments, Chairman Carter closed the public hearing at 7:04 p.m.

## **Proposed Lynchburg Humane Society Lease**

At 7:04 p.m. Chairman Carter called the public hearing on the Proposed Lynchburg Humane Society Lease to order. Chairman Carter explained that the public hearing has been duly advertised is being held to receive public comment on the proposed lease agreement with the Lynchburg Humane Society. A "draft" copy has been provided for review. Chairman Carter stated that Ms. Makena Yarbrough, Executive Director, Lynchburg Humane Society, has prepared a presentation and will address questions/concerns directed from the Board.

Ms. Yarbrough came forward and provided a presentation on the Lynchburg Humane Society. She provided a brief overview of their organization and stated that their mission is to help pets in need through sheltering.

Following the presentation, Ms. Yarbrough addressed questions and concerns from the Board.

Chairman Carter called for public comment.

Mr. Dennis Scott came forward and stated his address as 1386 Coleman's Mill Road, Gladstone, Virginia. Mr. Scott stated that he is speaking tonight to represent over 13 hunting clubs that are present in Appomattox County and have 50-100 members per club. He stated that he has personally contacted over 11 organizations with a unanimous vote against the Lynchburg Humane Society taking over the County shelter. He stated that he wants to preserve the hunting heritage and asked the Board to consider keeping them separate entities.

Mr. Sam Scott came forward and stated his address as 2076 Snapp's Mill Road, Appomattox Virginia. Mr. Scott stated that we have a nice shelter in Appomattox and it is staffed by qualified good people. He stated that we do not need to take a facility bought and paid for by Appomattox

Citizens and turn it over to a Lynchburg Organization. He stated that Lynchburg Humane Society is not a friend to agriculture or hunters. Mr. Scott encouraged the Board to keep our facility; he stated that he is against the proposed lease agreement and that we need to run our own facility.

Ms. Kathy Brandt came forward and stated her address as 934 Rough Creek Road, Appomattox, Virginia. Ms. Brandt stated that she feels the shelter would be a great opportunity to volunteer and she is in favor of the proposed lease agreement.

Ms. Yarbrough stated that they are a private organization and they are not against hunting. She stated that at the National Level, they may speak against hunting, but their organization is not part of them.

Mr. Phillip Jamerson asked if he would be allowed to speak. Mr. Jamerson came forward and stated his address as Country Club Road, Appomattox, Virginia. He stated that he currently serves on the Board of Directors of Lynchburg Humane Society Board and he is in favor of the proposed lease agreement. He stated that the Humane Society has no conflict with hunters and by joining the Lynchburg Humane Society the facility would be better equipped to handle emergencies and situations as they arise.

Hearing no further comment, Chairman Carter closed the public hearing.

### **ACTION ITEMS**

#### **Consideration for Approval of the Lynchburg Humane Society Lease**

Chairman Carter stated that a public hearing was held, comments received concerning the Board's consideration to enter into a Lease Agreement with the Lynchburg Humane Society. The County Attorney, the Board of Supervisors and the Lynchburg Humane Society received a copy of the lease and submitted suggested changes prior to the Public Hearing advertisement.

Staff Recommendation: Staff recommends the Board's consideration to approve the "proposed" lease with the Lynchburg Humane Society.

Chairman Carter called for comment.

Ms. Adams stated that it would cost approximately \$4,800 above the current budget to have Lynchburg Humane Society to run shelter.

### **AGREEMENT AND LEASE**

THIS AGREEMENT AND LEASE, made this 1st day of December, 2016 by and between the **COUNTY OF APPOMATTOX, VIRGINIA**, Lessor ("County"); and **LYNCHBURG HUMANE SOCIETY, INC.**, a nonprofit corporation of the Commonwealth of Virginia, Lessee ("Society").

**WITNESSETH:**

WHEREAS, the County is the owner of a facility located in the County of Appomattox on premises at 3074 Morningstar Road, Appomattox, Virginia, which was constructed for the purpose of and is being used for the purpose of impounding and harboring seized, stray, homeless, abandoned or unwanted animals; and,

WHEREAS, the County is required by law to cause to be maintained a shelter for the keeping of certain animals; and,

WHEREAS, the Society's primary objective is the prevention of cruelty and the promoting of humane care and treatment for animals; and,

WHEREAS, the best interests of the County and the public will be served by leasing to the Society said facility in which to operate an animal shelter; and,

WHEREAS, the County can most economically provide a pound for the impounding and harboring of certain animals as required by Virginia law by paying the Society to operate such a facility; and,

WHEREAS, the County and the Society desire to enter into an agreement to establish the terms and conditions of the leasing of said facility to the Society and the operation of an animal shelter by the Society;

**NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH:**

That, for and in consideration of the mutual covenants and agreements herein contained, the parties hereto do hereby covenant and agree as follows:

### Section 1 - LEASED PREMISES

The Leased Premises, presently referred to as the Appomattox County Animal Shelter, is described as being an approximately 4,500 s. f. structure on a portion of Tax Map # 66(A)29 and having an address of 3074 Morningstar Road, Appomattox, Virginia. This description also includes the fenced areas to the side and rear of the building as well as the gravel parking area in front of the building. ("Premises").

### Section 2 - TERM OF AGREEMENT

The term of this Agreement shall be for a period beginning on the 1st day of January 2017, and ending on the 30<sup>st</sup> day of December 2017. Thereafter, the same shall be renewed automatically from year to year unless either party to this Agreement shall, at least sixty (60) days prior to the termination of this Agreement, give to the other party notice in writing of its intention to terminate the Agreement. The Society shall pay to the County rental for the lease of said Premises in the sum of One Dollar (\$1.00) annually, in advance, with said rent being due on the signing of this Agreement and for each year thereafter on the anniversary date of this Agreement.

### Section 3 - OWNERSHIP OF THE PREMISES AND PROPERTY LOCATED THEREON

The ownership of all of the real property on the Premises, i.e., land, building(s), improvements, and affixed equipment, will remain in the County, and the County will maintain the basic structure as originally completed with its plumbing, electrical and mechanical systems.

Any furnishings, removable fixtures, appliances and movable equipment belonging to the County that is intended to remain for use by the Society shall be inventoried and marked as belonging to Appomattox County, but will be maintained by the Society. The Society will likewise mark all of its furnishings, removable fixtures, appliances and movable equipment. The Society will also maintain a master inventory list, including both County- and Society-owned items, and will supply the County with a copy thereof which shall be retained on file along with an executed copy of this Agreement. Furthermore, if any of the items owned by the County break or otherwise become obsolete, the Society will be responsible for purchase and

maintenance of replacements.

The County shall not be liable for damage to or loss of any of the Society's property or equipment or the property and equipment of any of its officers, agents, employees or volunteers, which is brought onto the Premises, regardless of how such damage or loss may occur, including, but not limited to, any losses or damages caused by electrical or equipment failure, theft, fire or by any other reason whatsoever. It is expressly agreed that the Society, its officers, agents, employees, and volunteers, in placing property or equipment on the Premises do so at their own risk. No changes or additions to the basic structure as originally completed shall be made by the Society without the prior written approval of the County. Any such changes as the County may approve will be paid for and maintained by the Society and will become the property of the County.

#### Section 4 - COMPLIANCE WITH LAW

In its use of the Premises and operation of the animal shelter, the Society shall abide by any and all applicable Federal, State and local laws, ordinances, rules and regulations now in force or hereinafter adopted ("Laws").

#### Section 5 - SOCIETY AS ANIMAL SHELTER OPERATOR AND STANDARDS OF OPERATION

The Society agrees to maintain a lawful pound for the County in accordance with §3.2-6546 of the Code of Virginia (1950), as amended ("State Code"), as a means to meet the County's obligation to provide such a facility. In so doing, the Society may employ volunteers, compensated employees or both, at its discretion and expense. Receiving, showing, feeding, watering, and other care for animals at the shelter, as well as provisions for adoption and euthanasia of such animals, shall be done in accordance with Society's policies; provided that such policies shall at all times be consistent with any and all applicable Laws, including, but not limited to, the guidelines issued by the Department of Agriculture and Consumer Services. The Society shall be responsible for keeping adequate records as required by any and all applicable Laws. These records shall be open for inspection by authorized representatives of the County.

The Society shall accept dogs and other animals which are required to be confined in accordance

with any and all applicable Laws or as determined by the County to be necessary to protect the public health, safety and welfare, including, but not limited to, dogs running at large without the tag required by §3.2-6531 of the Code of Virginia and other animals picked up and delivered to the shelter by the County's Animal Control Officers. In addition, the Society may, in its discretion, accept for shelter such other animals as it may elect to accept.

Any animal that is required or permitted to be confined at the shelter shall be so confined for a period of time not less than that required by Laws, after which time County may release said animal to Society, and which Society shall accept, pursuant to §3.2-6546 D.1 of the Code of Virginia. Livestock and feral cats are not included in this agreement except for bite holds. Owner surrenders are subject to Society approval. The Society, in its discretion, may accept other animals.

The Society will make reasonable effort to maintain the shelter as a neat, clean, secure and orderly facility. Special efforts will be made to retard odors both within and around the shelter, and, through the effective management of the animals and sheltered areas, the Society will attempt to minimize the fights, barking, and spread of communicable disease among the animals and associated problems.

The Society, as the animal shelter operator, shall have the right to make all decisions as to the general operation and utilization of the animal shelter, and the shelter shall be operated by the Society in conformity with the requirements of any and all applicable Laws.

#### Section 6 - SOCIETY AS INDEPENDENT CONTRACTOR

The Society shall perform its duties and responsibilities under this Agreement as an independent contractor and not as an agent or servant of the County. None of the officers, agents, employees, or volunteers of the Society shall be deemed to be officers, agents, employees or volunteers of the County for any purpose. The Society's officers shall exercise control and supervision over its agents, employees and volunteers in the performance of their work.

#### Section 7 - COSTS OF OPERATION

The County will fund through its budget the following items in relation to the shelter: electricity, property maintenance, and trash removal. The Society will pay for telephone and broadband internet

service and all related equipment.

The County will pay to the Society for its services a sum of \$75,000.00 (\$70,000 for shelter operation plus an additional \$5,000 to help defray Society's cost for Veterinary care prior to release of animal to Society as provided for in Section 5 of this document) annually, to be paid in one installment due by December 31<sup>st</sup> of each year.

The Society will retain and apply all fees collected toward the expense of operating the shelter. These fees include but are not limited to adoption fees, donations, service fees, and other revenues received for this shelter which both the Society and the County may agree shall be retained by the Society. The Society will keep accurate records of income and expense, and said records will be subject to audit by the County at any reasonable time.

Consistent with past practices, it is understood by both parties to this Agreement that a substantial portion of the funds of the Society will be raised or donated from private rather than public sources.

For the purpose of planning and budgeting, by January 1st of each year, the Society shall provide a statistical report of the services provided to the County for the prior contract year. This information shall be provided along with the Society's budget needs for the upcoming contract year. Subject to the approval of Board of Supervisors, this Agreement may be amended to increase the compensation due the Society from the County. Any such amendment shall be in writing and shall be signed by a duly authorized representative of the County and the Society.

#### Section 8 - RECLAMATION AND ADOPTION

The Society will make reasonable effort to determine the ownership of stray animals and to encourage owners to claim their animals. To facilitate the reclamation and adoption of animals, the Society will open the animal shelter to the public for a minimum of 18 hours each week, on a schedule to be determined by the Society, subject to approval by the County. The County shall not unreasonably withhold its approval. In all reclamation and adoption activities, the Society will abide by municipal licensing and health vaccination requirements, and encourage neutering and spaying of pets. All reclamation fees shall be retained by the Society to be applied toward the cost of operating the shelter.

### Section 9 - LENGTH OF STAY AND EUTHANASIA

Any animal that is required or permitted to be confined at the animal shelter shall be confined for a period not less than that required by any and all applicable Laws.

Euthanasia shall be performed in accordance with methods approved or prescribed by the State Veterinarian and bodies of dead animals shall be disposed of in accordance with the applicable guidelines, including Department of Agriculture and Consumer Services.

### Section 10 – VETERINARIAN

All veterinary care shall be by and through the Society.

### Section 10 – INDEMNITY

The Society shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from any claims, damages, and/or actions of any kind or nature, whether at law or in equity, arising from or caused by the Society's negligence or intentional acts in the performance or nonperformance of its obligations under this Agreement or Society use of the Premises.

### Section 11 – INSURANCE

The County will maintain adequate Fire Insurance on the basic structure on the Premises and upon the affixed equipment.

The Society shall obtain and maintain during the life of this Agreement the following insurance policies and coverages:

- A. Comprehensive General Liability — Comprehensive General Liability shall insure against all claims, loss, cost, damage, expense or liability from loss of life or damage or injury to persons or property arising out of the Society's performance under this Agreement. The minimum liability for this coverage shall be one million dollars (\$1,000,000.00) combined single limit for any once occurrence.
- B. Fire Legal Liability — Fire Legal Liability Coverage shall be maintained to cover the cost of rebuilding or repairing the structure in the event of loss due to the Society's

negligent or intentional acts. The minimum liability for this coverage shall be one million dollars (\$1,000,000.00).

- C. Workers' Compensation — Workers' Compensation insurance covering the Society's statutory obligations under the laws of the Commonwealth of Virginia and Employer's Liability insurance shall be maintained for all the Society's employees engaged in work under this Agreement. With respect to Worker's Compensation coverage, the Society's insurance company shall waive rights of subrogation against the County, its officers, employees, agents, volunteers, and representatives.

All insurance the Society is required to obtain and maintain shall meet the following requirements:

- A. Either before or at the same time that it executes this Agreement, the Society shall furnish the County a certificate or certificates of insurance showing the type, amount, effective dates and date of expiration of the policies. Certificates of insurance shall include any insurance deductibles. Additionally, on the anniversary of the date of this Agreement, without demand by the County, and at such other times as the County may request, the Society will furnish the County with such certificate or certificates of insurance.
- B. The required certificate or certificates of insurance shall name the County, its officers, employees, agents, volunteers and representatives as additional insureds.
- C. Where waiver of subrogation is required with respect to any policy of insurance required under this Section, such waiver shall be specified on the certificate of insurance.
- D. Insurance coverage shall be in a form and with an insurance company approved by the County which approval shall not be unreasonably withheld. Any insurance company providing coverage under this Agreement shall be authorized to do business in the Commonwealth of Virginia.

One hundred and eighty days prior to the end of each term of this Agreement, the County shall have the right to require increases in the amounts of insurance specified above. Any adjustments shall bear a responsible relation to any change in the cost of living or cost of repair or replacement, as measured by changes in the Consumer Price Index of the United States Bureau of Labor Statistics applicable to the Commonwealth of Virginia or comparable measure if the Consumer Price Index is no longer being issued.

## Section 12 - MAINTENANCE AND CARE OF PREMISES

The Society will assume the responsibility for all minor repairs, such as, but not limited to, the replacement of light bulbs and broken windows, and damage to woodwork and walls, and the County will be responsible for making necessary structural repairs not occasioned by the Society's negligence, such as, but not limited to, maintaining the roof in good repair, repairing any burst pipes, and failure of the heating and plumbing systems. Subject to the above, upon termination of this Agreement, the Premises shall be returned to the County clean and in good repair, ordinary wear and tear expected.

If the Society wishes to enhance or otherwise change the landscaping of the premises, such will be done at the Society's expense and upon the authorization of the County, which will not be unreasonably withheld. Maintenance of the landscaping will, at that point, become the responsibility of the Society.

## Section 13 – NONDISCRIMINATION

In the performance of this Agreement, the Society shall not discriminate against any contractor, subcontractor, employee, applicant for employment, or invitee because of race, color, religion, sex, national origin, age, disability, or any other basis prohibited by state law, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Society. The Society agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Society, in all solicitations or advertisement for employees placed by or on behalf of the Society, will state that the Society is an equal opportunity employer. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section. The Society will include the provisions in this section in every subcontract or purchase order over \$10,000.00, so that the provisions will be binding on such subcontractor or vendors.

## Section 14 - DRUG-FREE WORKPLACE

During the performance of this Agreement, the Society agrees to (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and

applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Society's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Society that the Society maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done pursuant to this Agreement by the Society in which employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Agreement.

#### Section 15 – NONAPPROPRIATION

All funds for payments by the County under this Agreement are subject to the availability of appropriation for this purpose by the Board of Supervisors of the County of Appomattox. In the event of non-appropriation of funds by the County's Board of Supervisors for the services provided under this Agreement, the County will terminate the Agreement without termination charges or other liability of the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Agreement is spent, whichever event shall occur first. If funds are not appropriated at any time for continuance of this Agreement, cancellation will be accepted by the Society on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County shall not be obligated under this Agreement beyond the date of termination.

#### Section 16 – CERTIFICATION

During the term of this agreement, Society shall be authorized to conduct business in the Commonwealth of Virginia as required by Title 13.1 or Title 50 of the Code of Virginia, or as otherwise required by law.

#### Section 17 - NOTICES

Any notices required by this Agreement shall be sent by first class United States mail, return

receipt requested or hand-delivered. Such notice shall be addressed as follow:

IF TO THE COUNTY BY U.S. MAIL:

County Administrator  
County of Appomattox  
P.O. Box 863  
Appomattox, Virginia 24522

IF HAND-DELIVERED TO THE COUNTY:

County Administrator  
County of Appomattox  
153-A Morton Lane  
Appomattox, Virginia 24522

IF TO THE SOCIETY BY EITHER U.S. MAIL OR HAND-DELIVERY:

President  
Lynchburg Humane Society, Inc.  
1211 Old Graves Mill Road  
Lynchburg, Virginia 24502

#### Section 18 – EXECUTION

This Agreement is executed in duplicate.

IN TESTIMONY WHEREOF, the County of Appomattox has caused this agreement to be signed in its name by SUSAN ADAMS, its County Administrator, and Lynchburg Humane Society, Inc., has caused this instrument to be signed in its name by Shelley Stone, its President, all pursuant to due authority, as of the day and year first above written.

After discussion, Ms. Carter made a motion to approve the proposed lease with changes in Section 3 second paragraph provided by Mr. Overstreet to clarify all personal property items. Mr. Moody seconded Ms. Carter's motion. Chairman Carter called for a Roll Call Vote: Chairman Carter, aye; Ms. Carter, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

Ms. Carter made a motion to enter into a sole-source contract with Lynchburg Humane Society pursuant to Section 2.2-4303, Code of Virginia, which follows suit with the current Lynchburg City agreement. This is a sole-source procurement due to these services not being widely available within the region and Lynchburg Humane Society has demonstrated the ability to provide 24 hour medical care service. Mr. Moody seconded Ms. Carter's motion. Chairman

Carter called for a vote: Chairman Carter, aye; Ms. Carter, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

**Resolution CUP16-0602 Spring Grove Properties LLC**

Chairman Carter stated that at the October regular meeting of the Planning Commission, the Planning Commission unanimously recommended approval of the conditional use permit for Spring Grove Properties LLC. The following resolution was provided for consideration:

**A RESOLUTION GRANTING A  
CONDITIONAL USE PERMIT (CUP160602) IN THE WRECK ISLAND DISTRICT FOR SPRING  
GROVE LLC TO OPEARTE A WEDDING VENUE/MULTI-PURPOSE FACILITY OFF OF SPRING  
GROVE ROAD IN SPOUT SPRING, VIRGINIA**

**WHEREAS**, Barry Clarkson d/b/a/ Spring Grove LLC, has applied for a conditional use permit to operate a Wedding Venue/Multipurpose Facility at 4414 Spring Grove Road. The property zoning is A-1, Agricultural Zoning District. The property is further identified as Tax Map Identification Number 37 (A) 1A and is located on the north side of Spring Grove Road approximately 0.37 miles from Stonewall Road in the Spout Spring community; and

**WHEREAS**, the land use "Wedding Venue/Multi-purpose Facility (Indoor/Outdoor Gatherings) is a conditional use within the A-1, Agricultural Zoning District; and

**WHEREAS**, the petition was referred to the Planning Commission, which held a duly advertised and noticed public hearing on October 12, 2016, and the Planning Commission received no opposing comments from the general public; and

**WHEREAS**, the Planning Commission, weighed these comments and found for reason of public necessity, convenience, general welfare, and good zoning practice, to recommend approval of the Conditional Use Permit petition as presented; and

**WHEREAS**, the petition has been duly advertised and noticed for Public Hearing before the Board of Supervisors on November 21, 2016, with said Public Hearing being held and comments received; and

**WHEREAS**, the Board of Supervisors finds that the proposed use is consistent with the comprehensive plan, the zoning ordinance, and good zoning practice and would generally promote the health, safety, and general welfare of the public;

**NOW, THEREFORE BE IT RESOLVED**, the Board of Supervisors hereby grants CUP16-0602- Spring Grove LLC to operate a Wedding Venue/Multi-purpose facility in concurrence with the recommendation of the Planning Commission.

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

**Resolution for VDOT Land Use Permit**

Chairman Carter stated that during a recent discussion with the VDOT Transportation and Land Use Director for the Lynchburg District, it was suggested that the County adopt a general resolution assuring the County's compliance with Land Use Permit regulations on County projects that impact the right of way, such as utility work, wayfinding signs, etc. This resolution would be a continuing resolution and would enable the County to expedite the VDOT permitting process for these types of projects in lieu of having to post a surety.

**A RESOLUTION GRANTING ASSURANCES TO THE VIRGINIA DEPARTMENT OF  
TRANSPORTATION IN RESPECT TO COMPLIANCE WITH LAND USE PERMIT  
REGULATIONS FOUND IN THE VIRGINIA ADMINISTRATIVE CODE**

**WHEREAS**, it becomes necessary from time to time for the County of Appomattox to obtain land use permits from the Virginia Department of Transportation to install, construct, maintain and operate certain public works and public utilities projects along, across over and upon highway systems of the Commonwealth of Virginia; and,

**WHEREAS**, expense, damage or injury may be sustained by the Commonwealth of Virginia growing out of granting to the County of Appomattox by the Virginia Department of Transportation of said permits for the work aforesaid;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors this 21<sup>st</sup> day of November 2016

Section 1: That in accordance with the provisions of Section 24VAC30-151-720 of the Land Use Permit Regulations of the Virginia Department of Transportation, the County of Appomattox does hereby grant assurances to the Virginia Department of Transportation (VDOT) that it shall in all respects comply with all of the conditions of the permit or permits that have been, or will be, granted to the County of Appomattox and that said jurisdiction does hereby certify that it will carry liability insurance for personal injury and property damage that may arise from the work performed under permit and/or from the operation of the permitted activity as follows: up to one-million dollars (\$1,000,000) each occurrence to protect the Commonwealth Transportation Board members and the Virginia Department of Transportation's agents or employees; seventy-five thousand dollars (\$75,000) each occurrence to protect the Commonwealth Transportation Board, the Virginia Department of transportation or the Commonwealth of Virginia in the event of suit.

Section 2: That the County Administrator or their designee, be, and hereby is authorized to execute on behalf of the County of Appomattox all land use permits and related documents of the Virginia Department of Transportation.

Section 3: That this resolution shall be a continuing resolution and shall not be revoked unless and until sixty (60) days written notice of any proposed revocation be submitted to the Virginia Department of Transportation.

Section 4: That the County of Appomattox shall, if requested by the Virginia Department of Transportation, provide a letter that commits to using the surety provided by its contractor or to have the contractor execute a dual obligation rider that adds the Virginia Department of Transportation as an additional obligee to the surety bond provided to the locality, with either of these options guaranteeing the work performed within state maintained right-of-way under the terms of the land use permit for that purpose.

**BE IT STILL FURTHER RESOLVED** that the County Administrator or their designee, be, and hereby is authorized and directed to procure insurance required by Section 1 herein.

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

### **VDOT Request for Benjamin Estates**

Chairman Carter stated that for the Board's review and consideration for adoption is a Secondary System of State Highways Resolution from Kimberly McMahan, Staff Engineer Appomattox Residency, requesting to add the maintenance of Marston Street, State Route Number 1072, to the Appomattox County Secondary Road System. Marston Street has been constructed by the subdivider as a Class "A" subdivision in accordance with the Transportation's Subdivision street requirements.

At the regular scheduled meeting of the Board of Supervisors of Appomattox County, Virginia held on the twenty first day of November, 2016, it was duly moved and seconded that the following resolution be adopted:

**NOW THEREFORE, BE IT RESOLVED**, that the Virginia Department of Transportation is hereby requested to add the street description below and on attached Form AM 4.3 to the Appomattox County Secondary Road System for maintenance of the following subdivision road which has been constructed by the subdivider as a Class "A" subdivision in accordance with the requirements of Section 33.2-705, Code of Virginia and the Virginia Department of Transportation's Subdivision Street Requirement, **TO WIT:**

### **Project/Subdivision Benjamin Estates - Section I and II**

#### **Street Name and/or Route Number**

Marston Street, State Route Number 1072

**BE IT FURTHER RESOLVED**, that this Board guarantees a minimum unrestricted 50-foot right of way with additional widths as may be necessary for cuts, fills and drainage together with easements on adjacent properties.

Mr. Hogan made a motion to approve the resolution with adding the following verbiage "done in accordance with plat dated March 22, 2010". Mr. Millner seconded Mr. Hogan's motion. Chairman Carter called for a vote: Chairman Carter, aye; Ms. Carter, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

### **VDOT Resolution - Secondary to Primary Road Funds Resolution**

Chairman Carter stated that for the Board's review and consideration of adoption is the attached Resolution authorizing the Virginia Department of Transportation to utilize Secondary Road Funds to fund a Primary Road project. VDOT has identified existing Appomattox County Secondary Road funds that are eligible to be transferred to a Primary Road project, improvement of Route 460-Left and Right Turn Lane at Route 630, 0.076 mile west of Route 630 to 0.076 mile east of Route 630 (Project #: 6460-006-648).

Chairman Carter stated that staff Recommends adopting the attached resolution authorizing VDOT to utilize the identified Secondary Road Funds to fund the Primary Road Project, improvement of Route 460-Left and Right Turn Lane at Route 630 and to authorize the County Administrator to sign the document.

WHEREAS, Section 33.2-364 of the 1950 Code of Virginia, as amended, provides for the use of regular Secondary allocations on a Primary System Project,

WHEREAS, this Board requests the improvement of Route 460- Left and Right Turn Lane at Route 630: 0.076 Mile West of Route 630, To: 0.076 Mile East of Route 630 (Project Number 6460-006-648),

WHEREAS, VDOT has identified existing Appomattox County Secondary Road funds that are eligible to be transferred to this Primary Road project,

WHEREAS, this action will not disrupt existing funding commitments to construction underway or on the Virginia Department of Transportation's 24 Month Advertisement Schedule,

NOW THEREFORE BE IT RESOLVED that since this action appears to be in the best interests of the citizens residing in Appomattox County, the use of Secondary allocations for this Primary Project is hereby approved.

Mr. Moody made a motion to approve the resolution authorizing the Virginia Department of Transportation to utilize Secondary Road Funds to fund a Primary Road project as presented. Mr. Hogan seconded Mr. Moody's motion. Chairman Carter called for a vote: Chairman Carter, aye; Ms. Carter, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

### **Resolution in Support of Equal Rights of Counties in the Commonwealth**

Chairman Carter stated the Virginia Code, Section 58.1-3831, states that certain counties, Fairfax and Arlington, by ordinance have been granted the authority to levy a tax on the sale of cigarettes. Other counties, such as Appomattox, in Virginia can only levy the tax through referendum and are working collaboratively by adoption of the attached resolution to leverage support through the General Assembly to pass legislation allowing all counties in Virginia to have the power to levy the tax on cigarettes by ordinance.

Chairman Carter stated that Staff recommends that the Board review and consider for adoption of the attached resolution requesting that Section 58.1-3831 of the Code of Virginia be amended to allow all Virginia Counties to have the power to levy tax upon the sale or use of cigarettes.

## **A RESOLUTION**

### **Equal Rights of Counties in the Commonwealth**

**Whereas**, the County of Appomattox, Virginia request that all Counties in Virginia have equal rights; and

**Whereas**, the County of Wythe, by way of resolution dated September 27, 2016, respectfully requests that the Code of Virginia be amended to provide equal rights to counties, especially regarding the power to levy taxation on the sale and use of cigarettes as prescribed in Section 58.1-3831 of the Code of Virginia; and;

**Whereas**, the County of Appomattox supports the efforts of the County of Wythe to obtain equal treatment under the Code of Virginia regarding the power to levy taxation.

**Now, Be It Therefore Resolved**, that the Board of Supervisors of Appomattox County, request that Section 58.1-3831 of the Code of Virginia be amended to allow all Virginia Counties to have the power to levy tax upon the sale or use of cigarettes; and,

**Be It Further Resolved**, that a copy of the requested changes be attached to this resolution.

Mr. Hogan made a motion to approve the Resolution in support of equal rights of Counties in the Commonwealth as presented. Mr. Millner seconded Mr. Hogan's motion. Chairman Carter called for a vote: Chairman Carter, aye; Ms. Carter, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

#### **Town of Appomattox Services Agreement for Zoning/Plan Review**

Chairman Carter explained that the Town is requesting temporary assistance with the administration of the requirements of the Town's Zoning Ordinance and to allow Mr. Roark, Community Development Director, to review the documents until a Town Manager can be hired. The terms of this agreement was discussed with the County Administrator and the attached document was prepared for the Board's consideration for approval.

### ***TOWN OF APPOMATTOX SERVICES AGREEMENT FOR ZONING/PLAN REVIEW***

**WHEREAS**, the Town of Appomattox has a temporary need for assistance with the administration of the requirements in its zoning ordinance, and

**WHEREAS**, examples of these as needed services would include, but not limited to, interpretations of the Town's zoning ordinance, review of site plans/plats for zoning compliance, review/approval of zoning permits, meetings with the Town's Planning Commission/Board of Zoning Appeals as deemed necessary, and meetings with potential developers needing assistance in the interruption of the Town's zoning ordinance, and

**WHEREAS**, Appomattox County has graciously offered to provide these services until the Town has secured the necessary professional expertise to execute these services, and

**WHEREAS**, the Mayor will serve as the Town's Zoning Administrator for approval and signature on reviewed documents, and

**WHEREAS**, the proposed agreement between the Town of Appomattox and Appomattox County would include the following conditions:

- This agreement can be terminated by either party at any time with 30 days' notice
- All advertisements and other out of pocket expenses for the administration of the zoning ordinance shall be paid directly by the Town of Appomattox
- All advertisements and public meeting notices shall be the responsibility of the Town of Appomattox
- All minutes and other meeting documentation shall be the responsibility of the Town of Appomattox
- This agreement will be reviewed by both Town Council and Board of Supervisors six months after the effective date of December 1, 2016.

This agreement was approved by the Council of the Town of Appomattox on the 21st day of November, 2016.

Ms. Carter made a motion to approve the agreement with the Town requesting temporary assistance with the Town's review of the zoning request. Mr. Millner seconded Ms. Carter's motion. Chairman Carter called for a vote: Chairman Carter, aye; Ms. Carter, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

#### **Request from Pastor Watson, Bible Baptist Church**

Please see the attached request from Pastor Watson to add a "petting zoo" to the annual Community Live Nativity at Courtland Field on Saturday, December 3rd, 3:30 - 5:00 pm. All the animals will be caged or in a temporary fence and the church will be responsible for the cleanup of the grounds.

Note: Bible Baptist Church will hold a 6:00 pm and a 7:00 pm Live Nativity show.

Staff recommends the Board's approval for Bible Baptist Church to add a "petting zoo" to the annual Community Live Nativity event at Courtland Field on Saturday, December 3rd.

Mr. Hogan made a motion to approve the request of Pastor Watson to allow Bible Baptist Church to add a "petting zoo" to the annual Community Live Nativity event at Courtland Field on Saturday, December 3rd. Mr. Millner seconded Mr. Hogan's motion. Chairman Carter called for a vote: Chairman Carter, aye; Ms. Carter, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

#### **COMMITTEE APPOINTMENTS**

##### **Economic Development Authority Appointments**

Chairman Carter asked the Board to please nominate and appoint three (3) representatives to fill the following vacated unexpired terms:

Vacant- Term expires December 31, 2018

Vacant- Term expires December 31, 2018

Vacant- Term expires December 31, 2018

Staff Recommendation: Appoint three (3) citizens to fill the vacated unexpired terms.

Ms. Carter made a motion to fill the unexpired terms with the following names as provided:

Mr. Watkins Abbitt  
Mr. Kinkle Robinson  
Ms. Beverly Franklin

Mr. Millner seconded Ms. Carter's motion. Chairman Carter called for a vote: Chairman Carter, aye; Ms. Carter, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

**CONSENT AGENDA**

**Approval of Invoices**

Please review and consider for approval the following invoices submitted for payment reports:

November 7, 2016 - \$ 22,703.66  
November 17, 2016 - \$ 277,333.89  
TOTAL AMOUNT: \$300,037.55

Staff Recommendation: Approve invoices for payment for the month of November in the amount of \$300,037.55

**Minutes**

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

June 20, 2016 - Special Meeting  
June 20, 2016 - Regular Meeting  
July 18, 2016 - Regular Meeting  
August 15, 2016- Regular Meeting  
August 30, 2016-Joint Meeting with Town Council

**J. Robert Jamerson Memorial Library**

Please supplement by consent and appropriate the following:

7301-5411	Books	\$140.45
7301-5401	Office Supplies	\$992.36
7301-5840	Special Library Fund	\$149.97
TOTAL:		\$1,282.78

Staff Recommendation: No new local funds are required.

**Appomattox County Sheriff's Department**

Please supplement by consent and appropriate the following:

3102-1002 Sheriff's Overtime \$1,305.26 RE: Officer Security at the Appomattox County High School

3102-1002 Sheriff's Overtime \$ 279.63 RE: Officer security at Carwile Auctions

3102-3002 Insurance \$ 17.77 RE: VaCorp Insurance-Worker's Comp Claim

3106-5401 Office Supplies \$ 1,200.00 RE: Walmart Grant-Shop With A Cop Program

4209-5804 Recycling Funds \$ 174.00 RE: Cans recycled to scrap metal by road crew

Staff Recommendation: No new local funds are required.

**Board of Supervisors - Operating Reserve**

Please supplement by consent and appropriate the following:

1101-5804 Operating Reserve \$2367.48 RE: Reimbursement from PCHP Ins.-Broker Overpayment

Staff Recommendation: No new local funds are required.

**Social Services Department**

Please supplement by consent and appropriate the following:

5301-2002 VRS \$9,520.12

5301-2006 Group Life \$ 697.79

5301-2002 ICMA-RC \$ 258.72

RE: Reimbursement for October 2016 Payroll

Staff Recommendation: No new local funds are required.

**AWAG Contribution**

Please supplement by consent and appropriate \$390.00 to 7109-5631 Animal Welfare Action Group

RE: Reimbursement received from the State for the Animal Friendly License Plates

Staff Recommendation: No new local funds are required.

**Animal Control Department**

Please transfer by consent \$5,000 from 7109-5631 AWAG Contribution to 3501-5404 Medical Lab Supplies.

RE: The County received a request from AWAG that these funds be utilized by the County for the animal healthcare needs.

Staff Recommendation: No new local funds are required.

**Commissioner of Revenue Reimbursement**

Please supplement by consent and appropriate \$18.00 to 1209-5504 Travel/Education.

RE: Reimbursement received from S. Henderson for a parking fee that had been previously been charged to the County's credit card.

Staff Recommendation: No new local funds are required.

**Sheriff's Department Drug Investigation Fund**

Please supplement by consent and appropriate \$5,000 to 3102-3010 Drug Investigation Fund.

RE: Sheriff Investigation/Narcotics

Staff Recommendation: No new local funds are required.

**Sheriff Investigation/Narcotics Fund Transfer**

Please transfer \$5,000 from the Sheriff Investigation/Narcotics Fund to the General Fund. These funds will be supplemented to 3102-3010.

Staff Recommendation: No new local funds are required.

**Law Library Fund Transfer**

Action Request #1: Please transfer \$253.77 from the Law Library Fund to the General Fund.

Action Request #2: Please supplement by consent and appropriate \$253.77 to 2101-5804 Law Library per request from the Circuit Court Clerk.

Staff Recommendation: No new local funds are required.

**150th Sesquicentennial Fund Transfer**

Please transfer by consent \$100,000 from the 150th Sesquicentennial Fund to the General Fund.

RE: The \$100,000 contribution was received from the State in July 2015 to offset the expenses from the Appomattox 150th Sesquicentennial event and the Treasurer deposited the monies into the designated fund.

Staff Recommendation: Authorize the Treasurer to transfer \$100,000 from the said designated fund to the General Fund.

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

**CLOSED SESSION-2.2-3711 (1) A – Personnel**

At 7:45 p.m. Mr. Millner made a motion to enter into closed session pursuant to Section 2.2-3711(1) A for personnel discussion. Mr. Hogan seconded Mr. Millner's motion. Chairman Carter called for a vote: Chairman Carter, aye; Ms. Carter, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

Mr. Overstreet explained that the personnel issue would be discussion regarding the search for a replacement County Attorney.

At 9:05 p.m. Mr. Millner made a motion to return to regular session. Mr. Hogan seconded Mr. Millner's motion. Chairman Carter called for a vote: Chairman Carter, aye; Ms. Carter, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

Chairman Carter read the following Closed Certification Statement:

**WHEREAS**, the Appomattox County Board of Supervisors has convened a closed session this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

**WHEREAS**, Section 2.2-3712(D) of the Code of Virginia, as amended requires a certification by the Appomattox County Board of Supervisors that such closed session was conducted in conformity with Virginia Law:

**NOW, THEREFORE, BE IT RESOLVED**, that the Appomattox County Board of Supervisors hereby certifies that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from opening meeting requirements by Virginia Law were discussed in the closed session to which this certification motion applies, and (ii) only such matters were heard, discussed or considered by the Appomattox County Board of Supervisors. Chairman Carter called for a Roll Call Vote: Chairman Carter, aye; Ms. Carter, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

Ms. Carter made a motion to approve an additional 8 hours holiday leave on December 30, 2016, for all County employees. Mr. Hogan seconded Ms. Carter's motion. Chairman Carter called for a vote: Chairman Carter, aye; Ms. Carter, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

#### **SUPERVISOR CONCERNS**

There was discussion as to if there is support from the Board and if so, the best practices to begin a task force to implement a program in helping with the widespread problem of Opioid addiction, which is being faced within our Community.

After discussion, it was suggested that Mr. Moody take the lead in this issue, however he stated that it would take involvement from the entire community.

#### **ADJOURNMENT**

Hearing no further discussion, Ms. Carter made a motion to adjourn the regular scheduled meeting at 9:25 p.m. Mr. Moody seconded Ms. Carter's motion. Chairman Carter called for a vote: Chairman Carter, aye; Ms. Carter, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

The regular scheduled meeting adjourned at 9:25 p.m.

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Samuel E. Carter, Chairman