

BOARD OF SUPERVISORS MEETING
MONDAY, SEPTEMBER 16, 2019
6:30 PM

The Appomattox County Board of Supervisors held a scheduled meeting on Monday, September 16, 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, Jr.	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
John Spencer, Information Systems Manager/Purchasing Agent
Johnnie Roark, Community Development Director
Vicky Phelps, Finance Director

Call to Order- Chairman Carter

Handicap Accessibility Statement- Susan Adams, County Administrator

Pledge of Allegiance

Invocation - Supervisor Moody

Setting of Agenda

No additions or changes were made to the agenda.

Supervisor Abbitt requested a point of personal privilege.

Mr. Abbitt addressed an article that was placed in the Times Virginian which included information that was false regarding a Board action at a previous board meeting.

APPEARANCES

Amherst Town Mayor Dwayne Tuggle & Lynchburg Mayor Treney Tweedy - Central Virginia Planning District Commission

Chairman Carter stated that Amherst Town Mayor Dwayne Tuggle, Chairman of the Central Virginia Planning District Commission and Lynchburg Mayor Treney Tweedy, also a PDC member requested to make an appearance to invite the Board to attend the Central Virginia Planning District Strategic Direction Roundtable 2019. At this strategic planning meeting, elected officials and local government officials from throughout the region will discuss and decide the next priority initiative for the CVPD.

The Strategic Direction Roundtable 2019 is scheduled for Thursday, October 17th, at the Lynchburg Regional Business Alliance building. Reception at 5:00 pm and the meeting starts at 5:30 pm.

Mayor Tuggle stated that this discussion would be to collaborate and get direction from the Region on the next five possibly twenty years. He stated that he wants all voices involved. He presented each member of the Board with an invitation to participate in the Central Virginia Planning District Strategic Direction Roundtable.

Chairman Carter thanked Mayor Tuggle and Mayor Tweedy for coming to Appomattox and delivering the personal invitations.

Mr. Paul Spiggle, Robert E. Lee Soil & Water Conservation District Board Member

Chairman Carter stated that Mr. Paul Spiggle, Board member with the Robert E. Lee Soil & Water Conservation District requested to appear before the Board to discuss the possibility of getting four (4) district employees on the County's health insurance program.

Mr. Spiggle provided the board with a history of the R. E. Lee Soil and Water Conservation and the duties of their employees. Mr. Spiggle asked the Board to consider allowing their four (district employees) R. E. Lee employees be a part of the Appomattox County insurance plan.

After lengthy discussion, it was a consensus of the Board to have County staff check into the request further by discussing with insurance carrier to see how it would affect the current policy. In addition, direction was given to Mr. Spiggle to research what other localities are doing and determine a price structure for their employees to determine if they could accomplish in their operation budget.

Mrs. Sara Henderson, Commissioner of the Revenue & Staff

Chairman Carter read the following Press Release from the Commissioners of the Revenue Association of Virginia.

September 12, 2019-Commissioner Sara Henderson has recently been honored at the 100th Annual Conference of the Commissioners of the Revenue Association by becoming one of the first localities in the Commonwealth to achieve office accreditation.

Accreditation is awarded only to offices, which have met the rigorous standards set forth by the Commissioners' Association. The twelve standards set forth by the Association include education requirements for the Commissioner and staff, customer service, personnel and ethics polities as well as assessment methodology. Each office receiving accreditation has undergone an audit to ensure an assessment methodology. Each office receiving accreditation has undergone an audit to ensure compliance and will be required to annually demonstrate they continue to meet these standards.

“Commissioner Sara Henderson has demonstrated a commitment to Appomattox County and to good governance. This is an honor that was earned through hard work and leadership. It signifies that the Appomattox County Commissioner of the Revenue office has met the highest

standards of professionalism as set forth by the Commissioners of the Revenue Association of Virginia,” stated The Honorable Thomas Blackwell, President of the Association.

Blackwell further added, “The Commissioners of the Revenues Association of Virginia has always been at the forefront in seeking to improve professional skills and overall performance for the good of the Commonwealth and its localities. In this, our centennial year, commissioners from around the state have worked to attain Office Accreditation in order to ensure greater accountability and increased uniformity with respect to office procedures for all our taxpayers.”

Chairman Carter along with the entire Board congratulated Ms. Henderson and her staff for their diligence to become one of the first localities in the Commonwealth to achieve office accreditation and to Ms. Henderson who was the recipient of the President's Award at the Annual Conference in Williamsburg.

Mr. Bobby Wingfield, Public Safety Director - Appomattox PSAP NG911

Chairman Carter stated that Mr. Bobby Wingfield, Public Safety Director requested to appear before the Board to discuss the following:

Chairman Carter explained that the Appomattox County Emergency Communications Center along with all Public Safety Answering Point’s (PSAP) in Virginia will be transitioning from copper phone lines and selective routers to all fiber lines supplied and operated by VITA and AT&T for the NG911 solution. The project upgrade to fiber lines is \$ 414,883.03, VITA will pay 100% of the upgrade to fiber lines and the goal is to start deployment in July 2020. VITA is using the AT&T and Fairfax County contract as the vehicle to install fiber and supply data all PSAP’s. The monthly recurring cost for the AT&T solution is \$4,272.56, which is set for ten-year term of the Fairfax County contract. Currently our monthly recurring cost is \$1,444.93 on our legacy E911 solution and the estimated monthly increase to the PSAP will be \$2,827.63. The 911 Services Board will cover this increase for 24 months after the deployment is complete which will be \$67,863.12.

Staff Recommendation: Approve and allow Mr. Wingfield to sign the Proposal Acceptance Letter (PAL) and enter into the Participation Agreement with AT&T and Fairfax County Contract.

Mr. Wingfield explained that all counties would have to use this contract; and this must be in place before any other grants are received.

After discussion, Mr. Abbitt made a motion to allow Mr. Wingfield to sign the Proposal Acceptance Letter (PAL) and enter into the Participation Agreement with AT&T and Fairfax County Contract. Mr. Moody seconded Mr. Abbitt’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.

**PUBLIC HEARING (7:00 PM)
Public Hearing - USDA Grant Funding**

Chairman Carter stated that after being duly advertised, a Public Hearing has been scheduled to receive public comments in consideration of an Application for USDA, Rural Development grant funding for assistance in purchasing equipment to meet public safety needs.

Chairman Carter called the public hearing to order at 7:03 p.m. and called for public comment.

Hearing no public comment, Chairman Carter closed the public hearing at 7:03 p.m.

ACTION ITEMS

Carver Price Museum Lease Renewal

Chairman Carter stated that at the May 2019 Board of Supervisors meeting, a Public Hearing was held to receive public comment on the "proposed" changes to the Lease Renewal Agreement with the Carver-Price Alumni Association. After receipt of questions/comments from the Carver-Price Alumni Association, the Board decided to defer the questions to the Facilities Committee. The Facilities Committee, County Attorney, and County Administrator met with the Carver-Price representatives to provide clarification on the changes contained in the "proposed" lease. All parties are in agreement with the "proposed" lease. The County Attorney is prepared to discuss if the Board has additional questions.

STAFF RECOMMENDATION: Staff recommends approval of the "proposed" Lease Agreement with the Carver-Price Alumni Association.

Mr. Lacheney, County Attorney reported that no changes were made to the agreement after meeting for discussion; he stated that the discussion was on changes that had previously been made. He stated that everyone in the meeting was in agreement with changes and the footprint.

LEASE AGREEMENT

THIS LEASE is made this 16th day of September 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 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 and hold Lessor harmless for any repair necessitated by damage caused by Lessee, its tenants and invitees. Lessee agrees to 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.

All alterations, changes, improvements, and fixtures, by whomsoever made, shall be 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 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 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-entry without service of notice or 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 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 shall remain liable for all its obligations 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 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

TO LESSEE:

**SECTION TWENTY
(OTHER TERMS)**

All parties agree that all these provisions shall bind and inure to the benefit of the 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 and shall not be modified in any manner except by an instrument in writing executed by all the parties hereto.

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

Mr. Abbitt made a motion to approve the proposed Lease Agreement with Carver Price Alumni Association as presented. Mr. Millner seconded Mr. Abbitt's motion. Chairman Carter called for a vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, nay; Mr. Millner, aye; Mr. Moody, aye.

Special Event Application for Clover Hill Village Wine Festival

Chairman Carter stated that for the Board's review and consideration is a copy of the Special Event Application for the Clover Hill Village Wine Festival to be held on October 19, 2019 at the Clover Hill Village from 11:00 a.m. to 6:00 p.m. Rain date will be October 20, 2019. The event will feature 10 local wineries, 2 distilleries, 30 craft vendors, 5 food vendors and live music with 3 bands. Admission is \$25.00 at the gate and \$15.00 in advance.

Note: The application has been approved by the Public Safety Director, Building Official/Fire Marshall, County Administrator, Zoning Administrator and Sheriff.

Staff Recommendation: Consider approval of the request for the Clover Hill Village Wine Festival application and request for bond fee waiver.

Mr. Hogan made a motion to approve the request for the Clover Hill Village Wine Festival application and request for bond fee waiver. Mr. Millner 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.

Joint Meeting with School Board

Last month, the Board requested that the joint meeting with the School Board be held in November instead of October. Dr. Bennett and the School Board would like to meet on Thursday, November 7th at 6:00 pm. Please check your calendars and verify if this is a good date for you to plan the meeting.

After discussion, it was a consensus of the Board to meet jointly with the School Board on Thursday, November 7th at 6:00 p.m.

COMMITTEE APPOINTMENTS

Department of Social Services Board Member Appointment

Attached is a letter from Mr. Ronald C. Spiggle submitting his resignation from the Department of Social Services Board effective October 1, 2019.

Staff Recommendation: Please consider an appointment to fill the unexpired term of Mr. Spiggle on the Social Services Board ending December 31, 2019.

Mr. Millner stated that he had spoken with Ms. Barbara Williams in regards to serving on the Social Services Board to complete Mr. Spiggle's term. He stated that Ms. Williams was willing to serve if appointed.

Mr. Millner made a motion to appoint Ms. Barbara Williams to fill the unexpired term of Mr. Spiggle on the Social Services Board ending December 31, 2019. Mr. Abbitt 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.

CONSENT AGENDA
Invoices Submitted For Payment

Please review the attached invoices and approve for payment:

September 6, 2019	\$26,164.01
September 13, 2019 - CSA	\$124,134.99
September 16, 2019	\$221,293.31
TOTAL:	\$371,592.31

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

Minutes

Please review the following DRAFT minutes for approval.

Monday, August 19, 2019, Scheduled Meeting

J. Robert Jamerson Memorial Library

Please supplement by consent and appropriate the following:

7301-5411	Books	\$80.00
7301-5401	Office Supplies	\$583.35
7301-5415	Summer Reading	\$5.00
7301-5201	Postage	\$5.50
TOTAL:		\$678.85

Staff Recommendation: No new local funds are required.

Sheriff's Department

Please supplement by consent and appropriate the following:

3102-1002	Overtime	\$441.55
3102-5408	Vehicle Power Equipment Supplies	\$360.00
TOTAL:		\$801.55

RE: Reimbursement from 727 Bushbeaters Hunting Club for security performed by one deputy (\$98.40); Reimbursement from Appomattox County High School for security performed by one deputy (\$343.15) Reimbursement from Austin's Towing & Transportation for towing a 2007 Toyota Prius (\$260.00); Reimbursement from Dragon Recovery for towing a 2006 BMW (\$100.00).

Staff Recommendation: No new local funds are required.

Department of Social Services

Please supplement by consent and appropriate the following:

5301-2002	VRS	\$11,199.82
5301-2006	Group Life	\$848.16
5301-2002	ICMA-RC	\$1,038.22
	TOTAL:	\$13,086.20

RE: Reimbursement for August, 2019 payroll deductions.

Staff Recommendation: No new local funds are required.

Landfill

Please supplement by consent and appropriate the following:

4205-3004	Repairs/Maintenance	\$1,733.15
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RE: Reimbursement from VACORP Claims for lightning damages to Landfill scales and equipment.

Staff Recommendation: No new local funds are required.

Parks & Recreation Department

Please supplement by consent and appropriate the following:

7102-3004	Repairs/Maintenance	\$4,140.00
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RE: Reimbursement from VACORP Claims for wind damages to the dugout at the Ball Park.

Staff Recommendation: No new local funds are required.

Circuit Court - Law Library

Please transfer by consent from the Law Library Fund to the General Fund and supplement the following:

2101-5804	Law Library	\$469.00
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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 to 2101-5804.

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 distributed a copy of the County's debt structure, tax rate and fund balance data.

Ms. Adams reported that the County has received the Annual Moody's report and in the overview, the credit position for Appomattox County is strong, she stated that we have Aa3 rating. She stated that notable credit factors include a strong financial position, a healthy wealth and income profile and a small tax base. The county's credit position also reflects a low debt burden and a moderate pension liability.

Ms. Adams reported that she spoke with Dr. Bennett regarding the School Championship signs and Dr. Bennett explained that they are waiting to receive signatures from property owners.

Chairman Carter stated for the record that the Board of Supervisors is not and will not hold up the process of placing School Championship signs.

REPORTS AND INFORMATIONAL ITEMS

Chairman Carter reviewed the following Reports and Information Items and called for discussion.

Robert E. Lee Soil & Water Conservation District Board of Directors Meeting

For the Board's review is a copy of the July 25, 2019 monthly Board of Directors meeting minutes and annual report from the Robert E. Lee Soil & Water Conservation District.

Letter from Williams Mullen-Application for Southside Electric Cooperative Rate Increase

For the Board's review is a copy of the application that SEC filed with the State Corporation Commission on July 19, 2019.

Department of Social Services Caseload

For the Board's review is a copy of the Department of Social Services program caseload.

Appomattox Addiction Resiliency Team Invite

Ashley Sandman, CSA Coordinator, extended an invitation to the Board to attend a community-wide event to learn about trauma, its impact on our community, and what the team is doing about it. The event is being held at the Appomattox Inn and Suites at 11:00 am on Tuesday, September 17th.

School Tour Invite

Dr. Bennett and the School Board extended an invitation to participate in a tour of the alternative education center and two of the schools on Thursday, September 26th. If you are interested in participating in the tour, please RSVP to Carrington Pritchard, Administrative Assistant. (see attached letter) Everyone is to meet at the School Administration Building at 11:30 am, travel to the Alternative Education Center and lunch afterwards at the high school. Lunch will be prepared and served by the Culinary Arts students.

Homicide Survivor Support Group Flyer

Ms. Freshwater, Victim Witness Advocate, requested that a copy of the attached flyer be provided to the Board.

Household Hazardous Waste & Electronic Recycling Flyer

A "free" Household Hazardous Waste and Electronic Recycling collection day is being held at the Regional Landfill located at 361 Livestock Road in Rustburg, VA.

SUPERVISOR CONCERNS

Mr. Moody stated that he would be happy to take any information from the Board to the Central Virginia Planning Strategic Direction Roundtable discussion as he represents the Board.

Mr. Millner thanked all first responders that responded and worked hard to help with damages due to the strong storm that went through the County last week.

CLOSED SESSION

Mr. Lacheney, County Attorney read the following Closed Session Authorization:

WHEREAS, the Board of Supervisors of Appomattox County desires to discuss in Closed Meeting the following matter(s):

Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel concerning a host agreement, and utilities agreement.

WHEREAS, pursuant to: §2.2-3711 (A)(8) of the Code of Virginia, such discussions may occur in closed meeting;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Appomattox County does hereby authorize discussion of the aforesated matters in Closed Meeting.

Mr. Abbitt made a motion to enter into closed meeting at 7:17 p.m. and to include Mr. Roark.

Mr. Moody seconded Mr. Abbitt'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.

At 8:01 p.m., Ms. Phelps read the following Closed Session Certification:

To the best of your knowledge, were the only matters discussed in the closed meeting public business matters lawfully exempted from open meeting requirements, and that only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the closed meeting. Ms. Phelps called for a Roll Call Vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, aye; Mr. Millner, aye; Mr. Moody, aye.

Mr. Moody made a motion to approve the host agreement with County Waste and authorize the County Administrator to sign the document after the County Attorney has confirmed proposed changes with the County Waste Attorney. Mr. Abbitt seconded Mr. Moody's motion. Chairman Carter called for discussion.

Mr. Hogan stated that he is in favor of the host agreement, however, there are some changes that need to be made and until he sees the made changes he cannot vote in favor.

Chairman Carter called for a Roll Call Vote: Chairman Carter, aye; Mr. Abbitt, aye; Mr. Hogan, nay; Mr. Millner, nay; Mr. Moody, aye.

Mr. Carter requested that a proclamation be written for former Board member Ronald C. Spiggle to be presented to him at the October Board meeting.

Chairman Carter reviewed the following upcoming meetings:

UPCOMING MEETINGS

Monday, October 21, 2019 @ 6:30 PM

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

Monday, November 18, 2019 @ 6:30 PM

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

Monday, December 16, 2019 @ 6:30 PM

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

ADJOURNMENT

At 8:03 p.m., Mr. Abbitt made a motion to adjourn the meeting. Mr. Moody 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 meeting adjourned at 8:03 p.m.

Samuel E. Carter, Chairman