

**BOARD OF SUPERVISORS
WORK SESSION
TUESDAY, FEBRUARY 13, 2024
5:00 P.M.**

The Appomattox County Board of Supervisors held its scheduled budget work session on Tuesday, February 13, 2024, at 5:00 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
Kenneth Wolfskill	Appomattox River District
John F. Hinkle	Falling River District
Trevor Hipps	Wreck Island District, arrived at 5:23 p.m.
Rev. Alfred L. Jones, III	Piney Mountain District, arrived at 5:17 p.m., left at 5:30 p.m., and returned at 7:17 p.m.

Also, Present:

Susan M. Adams, County Administrator
Johnnie Roark, Planning/Zoning/Economic Administrator/Deputy Director of Operations
Wanda McCormick, Finance Specialist III

CALL TO ORDER – Chairman Hinkle called the meeting to order at 5:00 p.m.

Pledge of Allegiance

Invocation – Mr. Wolfskill

SETTING OF AGENDA

Mr. Carter made a motion, seconded by Mr. Wolfskill, and carried with all other members present, voting yes to accept the agenda as presented, and to not start new business after 9:00 p.m. but only to continue with current discussions until complete.

CLOSED SESSION

Mr. Hinkle, Chair, read the following resolution to authorize a closed session meeting: WHEREAS, the Board of Supervisors of Appomattox County desires to discuss in Closed Meeting the following matters:

- Discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community.

-Discussion of the award of a public contract involving the expenditure of public funds including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body concerning a radio system.

WHEREAS, pursuant to: §2.2-3711 (A)(5) and §2.2-3711 (A)(29) 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.

Motion made by Mr. Carter, seconded by Mr. Wolfskill, and carried with all other members present, voting yes (Mr. Carter, Mr. Hinkle, and Mr. Wolfskill) to go into closed session at 5:05 p.m. Mr. Hipps and Rev. Jones were not present at the time of this vote.

Rev. Jones arrived at 5:17 p.m. and joined the closed session. Rev. Jones left the meeting at 5:28 p.m. Mr. Hipps arrived at 5:23 p.m. and joined the closed session.

Mrs. Wanda McCormick read the following closed certification at 5:29 p.m.:

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?

Mrs. McCormick called for a roll call vote: Mr. Carter-yes, Mr. Hipps-yes, Mr. Hinkle-yes, Mr. Jones-yes, and Mr. Wolfskill-yes.

BUDGET REQUEST APPEARANCES

The following individuals on behalf of their Department and/or Organization appeared before the Board to offer a brief explanation concerning their FY2025 budget requests:

- Jonathan Garrett, Appomattox Volunteer Fire Department
- Lorna Rexrode, Associate, Director, CASA of Central Virginia
- Sarah Maddox, Piedmont Area Veterans Council
- Sara Henderson, Commissioner of the Revenue
- Vicky Phelps, Treasurer
- Les Fleet, Commonwealth Attorney
- Robby Richardson, Sheriff
- Jeff Shepherd, General Properties

7:33 p.m. – the meeting recessed for 15 minutes

- Kathy Bloodworth, J. Robert Jamerson Memorial Library

Rev. Jones arrived back to the meeting at 7:17 p.m.

- Bruce Jones, Virginia Extension Office
- Lannis Selz, Electoral Board

FY2025 BUDGET DISCUSSION

Mr. Wolfskill spoke in support of the Sheriff's budget request.

Rev. Jones questioned how the Sheriff's budget request will impact the County's finances.

He stated that if the request impacts how public education is funded, then he will not be in support of the Sheriff's request.

Mr. Hipps questioned a previous motion of funding for the Civil War Museum.

ACTION ITEMS

Public Safety Committee

The Public Safety Committee met last week and decided on recommendations that they would like to present to the Board of Supervisors for consideration. The Public Safety Committee unanimously recommended that the Board of Supervisors reject all three vendor bids that were submitted for the radio project. Also, the Public Safety Committee unanimously recommended that the Board of Supervisors terminate the remaining phases of the contract for CTA and request that the county attorney determine if further monies are owed to CTA under the current phase of the contract.

Motion made by Mr. Wolfskill, seconded by Mr. Hipps to reject all three vendor bid proposals for the proposed P25 radio system. Mr. Hinkle called for a roll call vote: Mr. Carter-yes; Mr. Hipps-yes; Rev. Jones-yes; Mr. Wolfskill-yes, Mr. Hinkle-yes.

Motion made by Mr. Wolfskill, seconded by Mr. Hipps to terminate the contract with CTA. Mr. Hinkle called for a roll call vote: Mr. Carter-yes; Mr. Hipps-yes, Rev. Jones-yes; Mr. Wolfskill-yes, Mr. Hinkle-yes.

Town/Sheriff MOU

The Sheriff presented a MOU that has been made with the Town for the Board's consideration.

Motion made by Mr. Wolfskill, seconded by Mr. Hipps to approve the Sheriff's MOU with the Town of Appomattox. Mr. Hinkle called for a roll call vote: Mr. Wolfskill-yes, Mr. Hipps-yes, Mr. Hinkle-yes, Mr. Carter-yes, Rev Jones-absent.

AMENDMENT TO AGREEMENT TO PROVIDE LAW ENFORCEMENT SERVICES

Originally dated October 9, 2013

WHEREAS, the TOWN OF APPOMATTOX, VIRGINIA, a municipal corporation, hereafter referred to as "Town" and the COUNTY OF APPOMATTOX, VIRGINIA, hereafter referred to as "County" entered into an agreement dated May 24, 1989 to provide law enforcement services through the Appomattox County Sheriff's Department (copy attached as Appendix A), and

WHEREAS, this agreement was amended May 2, 2005 tying the payments to the County for law enforcement services referred to in the May 24, 1989 agreement to the total payments received from the Department of Criminal Justice Services for the Town's allocation for HB 599 State funding (copy attached as Appendix B), and

WHEREAS, both the Town and the County agree that the terms and conditions of the May 24, 1989 agreement and its subsequent amendment dated May 2, 2005 have outlived their useful life and a new agreement needs to be structured.

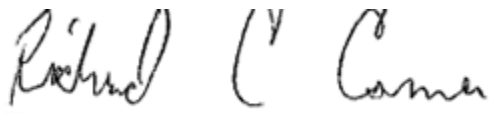
NOW, THEREFORE that for and in consideration of the mutual covenants and agreements contained herein, the County and the Appomattox County Sheriff agree to

continue to furnish law enforcement services to the Town within the corporate limits of the Town as set forth herein:

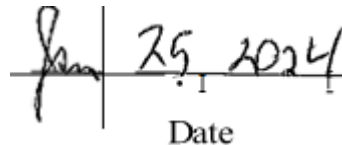
This agreement is made pursuant to and subject to the following covenants and restrictions:

1. The Appomattox County Sheriff shall make every effort to provide the services of one officer within the Corporate Limits of the Town at all times unless an emergency shall arise and all deputies are needed elsewhere in said County,
2. The Appomattox County Sheriff shall be responsible for enforcement of ordinances of the Town within the Town and on real estate owned by the Town without the corporate limits of the Town.
3. The Town agrees that all rights to the equipment and property listed on "Schedule A" of the May 24, 1989 law enforcement services agreement are hereby released by the Town and said equipment and property is the sole possession of the County.
4. The Town agrees to provide a "stipend" to the current Appomattox County Sheriff, as of January 1, 2024, in the amount of \$8,000 annually for services rendered. This stipend shall be discontinued in perpetuity should the Sheriff of Appomattox County holding office as of July 1, 2024 discontinue service as the Sheriff of Appomattox County. This "stipend" shall be paid in quarterly payments based on the approval of the Town Council and can be discontinued at any time with a majority vote of the Town Council.
5. The Town agrees to provide a base amount, to be determined annually, of funding for an additional deputy in the Appomattox County Sheriff's Office equal to the allocation provided by the Department of Criminal Justice Services through the HB 599 State aid to localities.
6. The Town agrees to provide additional funding, above the HB 599 allocation, which would supplement the funding needed for an entry level deputy. The makeup of that funding would be salary, FICA, VRS, Life Insurance, and Unemployment Insurance. Both the HB 599 and supplemental funding are not guaranteed annually and would be subject to review by the Town Council as part of the annual budget preparation cycle.
7. In consideration of any funding provided by the Town for an additional deputy to the Appomattox Sheriff's office the Sheriff agrees to the following:
 - Make periodic/random property checks of businesses when closed and private residences/properties, when requested, by the owner within the corporate limits of the Town and leave visible evidence of the Sheriff Departments presence on said property.
 - Make random checks on vehicles that seem out of place.

- The Sheriff or Major will appear quarterly before the Town Council and provide an update of the activities of the Sheriff's Office performed over the preceding quarter within the corporate limits of the Town.
 - The quarterly update shall include, but not limited to, statistics regarding the number of businesses and residences visited over the quarter, hours of vehicular patrol time logged within the corporate limits of the Town, summary of warrants/tickets/court appearances, etc. spent in prosecuting illegal activities with the corporate limits of the Town, and a summary review of any illegal activities within the Town that seem out of the norm to what would be deemed acceptable/expected by the Sheriff's Department.
8. The County agrees to hold harmless the Town from any direct liability for payment of salaries, wages or other compensation or purchases of any equipment, materials or supplies for the law enforcement services to be provided pursuant to this agreement. The Town shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of the performance of duties under the performance of this agreement.
9. All agreements regarding the provision of law enforcement services provided by the Sheriff are hereby terminated.
10. This agreement shall remain in place in perpetuity unless either party provides a written notice to the other that it wishes to terminate the agreement. A minimum of 12 months' notice shall be given prior to termination of the agreement.

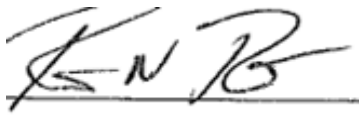


Richard Conner, Mayor Town of Appomattox

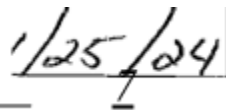

Date

John Hinkle, Chairman
Appomattox County Board of Supervisors

Date



Robert Richardson, Sheriff Appomattox County


Date

UPCOMING MEETINGS

Tuesday, February 20, 2024 @ 6:00 p.m.
Regular Scheduled Meeting
Board of Supervisors Meeting Room
Appomattox, Virginia 24522

ADJOURNMENT

Motion made by Mr. Carter, seconded by Mr. Hinkle and carried with all other members present voting yes, to adjourn at 8:18 p.m.

John Hinkle, Chairman