

King and Queen County
Board of Supervisors Regular Meeting

Monday, July 10, 2023
7:00 P.M.

King and Queen County Courts and Administration Building
General District Courtroom

“Minutes of the Meeting”

INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

Mr. Simpkins provided the invocation, followed by the Pledge of Allegiance to the Flag of the United States. It was noted that member Jim Burns was absent.

APPROVAL AND SIGNING OF THE MAY 22, 2023 AND JUNE 12, 2023 MINUTES

A motion was made by Ms. Morris and seconded by Ms. Alsop approving the May 22, 2023 and June 12, 2023 minutes of the Board with the correction to the spelling of Mr. Bailey’s name in the June minutes.

AYES: S. C. ALSOP, J. L. SIMPKINS, R. F. BAILEY, JR., D. H. MORRIS

NAYS: NONE

ABSENT: J. M. BURNS

APPROVAL AND SIGNING OF JULY 2023 WARRANTS AND APPROPRIATIONS

A motion was made by Ms. Alsop and seconded by Mr. Simpkins to approve the county warrants and payroll for the month of July 2023 subject to audit.

AYES: S. C. ALSOP, J. L. SIMPKINS, R. F. BAILEY, JR., D. H. MORRIS

NAYS: NONE

ABSENT: J. M. BURNS

A motion was made by Ms. Alsop and seconded by Mr. Simpkins to approve the retro-active appropriation of the May 2023 revenue to the School Fund in the amount of \$1,307,237.75.

AYES: S. C. ALSOP, J. L. SIMPKINS, R. F. BAILEY, JR., D. H. MORRIS

NAYS: NONE

ABSENT: J. M. BURNS

A motion was made by Mr. Simpkins and seconded by Ms. Morris to appropriate the initial local FY24 funds to the school fund in the amount of \$3,797,176.

AYES: S. C. ALSOP, J. L. SIMPKINS, R. F. BAILEY, JR., D. H. MORRIS

NAYS: NONE

ABSENT: J. M. BURNS

A motion was made by Ms. Alsop and seconded by Mr. Simpkins to approve the settlement agreement as presented by the County Attorney.

AYES: S. C. ALSOP, J. L. SIMPKINS, R. F. BAILEY, JR., D. H. MORRIS

NAYS: NONE

ABSENT: J. M. BURNS

Ms. Seay advised that the county received notice this afternoon that the previously approved health insurance plan did not include the benefits that had been presented at the time of consideration by the Board. They would include additional deductibles and changes in coverage on several items. Staff recommends not making the change that was approved at the June meeting.

A motion was made by Ms. Alsop and seconded by Ms. Morris to approve staying with the current insurance plan for county employees.

AYES: S. C. ALSOP, J. L. SIMPKINS, R. F. BAILEY, JR., D. H. MORRIS

NAYS: NONE

ABSENT: J. M. BURNS

PUBLIC COMMENT PERIOD

There being no comments from the public, comment period was closed.

VDOT UPDATE

Lee McKnight with VDOT provided the following update on projects throughout the County:

- Paving on Rt. 621 is underway.
- Mowing on primary roads is complete and mowing on secondary roads is almost complete.
- VDOT crews have been busy removing debris from recent storms.
- The bridge on Rt. 628 (Spring Cottage Road) is still closed and will most likely remain close for at least 24 months.
- Review of No Parking signage on Rt. 614 (Devils Three Jump Road) has been done.

Ms. Morris questioned again why there is only one no parking sign on Devils Three Jump Road.

Ms. Alsop requested repair of the potholes at the intersection of Roundabout Route and Newtown Road.

QUARTERLY REPORTS

Reports were received from the following Constitutional Officers, Department Heads and Agencies:

- Jeff Davison, Republic Services –
 - Q2 tonnage has been up through the summer but is expected to decline after that.
 - Host payments for 2023 have been made.
 - Republic Services is sponsoring fall and spring sports at the high school.
 - They have installed new scales.
 - A small gas project will begin soon.
 - They are continuing with seeding on closed areas.
 - They continue to monitor traffic concerns as they are reported.
- Dr. Carol Carter, School Superintendent –
 - The modular classrooms for KQES were delivered last week.
 - Graduation was May 19th.
 - They expect that both elementary schools will be fully accredited and the high school to be conditionally accredited.
 - Teachers return on August 4th other staff returns on August 8th and students will return on August 16th.
 - The athletics department received the Sportsmanship Award for no ejections during any of the sports during the school year.
 - The division received 21st Century grant to continue after remediation and other programs as well as fieldtrips.
 - The division received a \$3million grant for the KQES construction project.
 - VBOE continuing education received an Exemplar Award for improved graduation rate.
 - They will be redoing the bathrooms at CHS and LMES over the summer.
 - They have submitted school security grant awards for CHS and LMES.
- Betty Dougherty, Director of Social Services –
 - The Thrive Virginia Family Resources Center project is moving forward and plans are in the works for a grand opening.
 - DSS is ramping up foster parent recruitment and incorporating digital inquiry processes.
 - VDSS provided training for her staff on motivational interviewing.
- Vanessa Porter, Clerk of Circuit Court provided her report in advance but was available for any questions.
- Meredith Adkins, Commonwealth Attorney –
 - Advised that drugs are still a significant problem and most of the convictions are on drug related charges. Fentanyl and meth are the most common drugs seen.

- Violet crimes, specifically domestic violence, are on the increase.
- They have indicted a second defendant in the Bradley’s break in case.
- She introduced her summer intern.
- Sheriff Rob Balderson –
 - Advised that the King William “diaper bandit’ has struck here in King and Queen. Someone is throwing unused adult diapers into roadways and when they are run over or get wet they make a huge mess and make the pavement slick.
 - He is also on the planning team for he family resource center and it is going to be a great resource for the citizens when it opens.
 - They had five graduates from their citizens academy.
 - The Sheriff’s Office is having the final assessment for accreditation on August 22nd and 23rd. They have been working toward this for four years.
 - In June they received V3 designation for hiring military vets.
 - He has been working with VDOT regarding No Parking signs on Devils Three Jump Road and in Walkerton.
 - He is meeting with the volunteer fire and rescue agencies to get a drone team together.
 - He is also working with emergency services and the volunteer agencies to start a public safety committee.
 - The Sheriff’s office is sponsoring National Night Out events at KQES on August 1st and at the Upper Ruritan building on August 8th.
 - Fatih in Blue emphasis will be October 6th through 9th.

PUBLIC HEARING– REGIONAL RADIO SYSTEM AGREEMENT

Chairman Bailey asked the County Administrator for proof of publication and background information.

Ms. Seay advised that the hearing was properly noticed in the Tidewater Review and Rappahannock Times on June 28, 2023 and a courtesy copy was run in the Country Courier on June 28, 2023. She further advised that she and the Emergency Services Coordinator have been working with several surrounding counties to join the county’s public safety radio system. She has been working with the legal counsel of the other counties on the language and addition of the other counties.

Chairman Bailey opened the public hearing. There being no comments from the public, the hearing was closed.

A motion was made by Ms. Alsop and seconded by Mr. Simpkins to approve the following ordinance and agreement.

AN ORDINANCE TO APPROVE AN AGREEMENT ESTABLISHING A REGIONAL INTEROPERABLE PUBLIC SAFETY RADIO SYSTEM

WHEREAS, Virginia Code §§ 15.2-1300 and 15.2-1300.1 authorize political subdivisions to exercise their authorities jointly with other political subdivisions, authorize localities to give and receive aid pursuant to resolution of the governing body, and provide for the authority and immunity of personnel acting outside of the locality where employed; and

WHEREAS, in order to support the mission-critical communications needs of each locality’s individual and collective public safety and public service personnel, the undersigned localities desire to improve certain radio facilities and communications capacity, realizing that the opportunity to combine those resources and needs will collectively benefit all parties; and

WHEREAS, in furtherance of this objective, the County of King and Queen (“King and Queen”), the County of Essex (“Essex”), and the County of Richmond (“Richmond”) established the Upper Middle Peninsula/Northern Neck Regional Radio System (the “**Radio System**”) by Memorandum of Understanding dated December 1, 2015 and amended January 17, 2018; and

WHEREAS, King and Queen, Essex, and Richmond now desire to amend their prior agreement to expand the Radio System to include the County of Mathews (“Mathews”), the County of Northumberland (“Northumberland”), and the County of Lancaster (“Lancaster”).

NOW, THEREFORE, BE IT ORDAINED by the _____ County Board of Supervisors upon a finding that the Middle Peninsula/Northern Neck Regional Radio System has resources which will aid the _____ County government in the provision of mission critical public safety communications services and finding it in the public interest to cooperate in providing those services:

1. That the participation of _____ County in the Radio System is approved.
2. That the Memorandum of Agreement for the Radio System attached hereto as **Exhibit A** is hereby approved and the county administrator is authorized to execute the same on behalf of _____ County and to take all actions necessary to implement the terms of this Ordinance and the associated Memorandum of Agreement.
3. This Ordinance is effective immediately.

Adopted this ___ day of _____, 2023 on the following vote:

AYES: S. C. ALSOP, J. L. SIMPKINS, R. F. BAILEY, JR., D. H. MORRIS

NAYS: NONE

ABSENT: J. M. BURNS

**AMENDED AND RESTATED
MEMORANDUM OF AGREEMENT
for the
MIDDLE PENINSULA/NORTHERN NECK REGIONAL RADIO SYSTEM**

This Memorandum of Agreement, dated and effective _____, 2023, among the County of King and Queen (“**King and Queen**”), the County of Essex (“**Essex**”), the County of Richmond (“**Richmond**”), the County of Mathews (“**Mathews**”), the County of Northumberland (“**Northumberland**”), and the County of Lancaster (“**Lancaster**”), each a “**Participating County**” and collectively referred to as the “**Participating Counties,**” is entered

into for the expansion and governance of the Middle Peninsula/Northern Neck Regional Radio System.

SECTION I **INTRODUCTION**

In order to support the mission-critical communications needs of each Participating County's individual and collective public safety and public service personnel, the Participating Counties desire to improve certain radio facilities and communications capacity and agree that this opportunity can be best realized through joint action and collaboration.

SECTION II **PURPOSE**

The purpose of this Agreement is to amend, restate, and replace the prior agreement among King and Queen County, Essex County, and Richmond County to expand the regional interoperable radio system ("**the System**") for telecommunication purposes for use by the Participating Counties and Contractual Subscribers, and also for use by the Towns of Tappahannock, Warsaw, Kilmarnock, and White Stone through their respective Participating Counties, where such System will allow users to communicate between their own locations and with each other.

The System will consist of components including radio and microwave radio devices, fiber-optic cable, conduit, electronic equipment, and other necessary equipment for the transportation of voice and data signals. Participation in the System will include the installation and maintenance of radio and other System equipment and the technical and administrative functions necessary to develop, operate, and maintain the System. Participating Counties and Contractual Subscribers are responsible for procuring equipment compatible with the System and shall own all equipment that has been independently procured or financed (including any repairs, parts, accessories, equipment, and devices furnished, affixed to, or installed on any equipment that has been procured or financed and is the subject of a security interest). The cooperative nature of the System and its operations does not preclude or override the Participating Counties' or Contractual Subscribers' ownership or financing obligations associated with equipment procured or financed independent of the System.

The System envisioned by this Agreement is intended to be flexible, serving the purpose of improving communications by using technological components that will, at any given time, best accomplish that purpose. The Participating Counties expect that over time the components of the System may change as needs and capacities of technology and the users change.

The System is further described as (a) UHF trunked radio system infrastructure (consisting of tower sites and related operations) and a single channel 800 MHZ interoperability overlay, (b) the system network switching center/controller and all subsystems currently part of the radio system (c) all hardware and software encompassed in the foregoing infrastructure, (d) all updates and enhancements to the foregoing, and (e) the FCC licenses, which may be issued to a specific geographic locality but the use of which will be shared System wide by the terms of this

Agreement to permit full and optimal System function. The System does not include mobile and portable radio subscriber devices which are the responsibility of each Participating County.

SECTION III **GOVERNANCE**

- 3.1 Each Participating County shall appoint representatives to a Policy Team which shall exercise those duties and responsibilities as described below. The Policy Team shall consist of two voting representatives appointed by the Board of Supervisors of each Participating County who are authorized to act on behalf of the appointing locality in matters related to the System. Each representative shall have one (1) vote on matters before the policy team. Non-voting liaisons may participate with the Policy Team when and as assigned by the county administrator of any Participating County.
 - 3.1.1 The Policy Team shall be responsible for the oversight of policy and fiscal issues, including the establishment of an annual budget for each fiscal year and the oversight of expenditures related to the System, subject, however, to authorizations and appropriations of necessary funds by the governing bodies of the Participating Counties.
 - 3.1.2 To allow for timely system management policy, implementation of standard operating procedures and system policies, system maintenance, and service on the system, the Policy Team shall appoint one regional radio system manager (the “**System Manager**”) who shall serve as the radio system executive officer and whose duties shall include overseeing the function of the system, coordinating and managing issues which may arise among Participating Counties, and representing the System at the local, state, and federal levels. The System Manager will serve as chair of the Policy Team.
 - 3.1.3 To allow for timely implementation of such standard operating procedures and system policies, to allow for the allocation of frequency and data bandwidths, and to provide day to day local level management and maintenance of the System, each Participating County shall assign an individual to act on behalf of that county to serve as a locality radio services agent (the “**Local Agent**”) to oversee, respond to, and serve as a point of contact for day-to-day matters relating to the System. The Local Agent may be, but is not required to be, a member of the Policy Team. In order to efficiently manage the System and to preserve its integrity and function, the Local Agent will at all times coordinate with the System Manager for day-to-day functions and operations of the System and will serve as the single point of contact for the locality for the System, except that in the absence of the Local Agent, he or she may appoint an alternate to serve in his or her stead. Individual radio committees or other stakeholder groups will be represented by the Local Agent regarding System related items.

- 3.2 Subject to available and approved funding, the System Manager may secure contractual services with professional experts and consultants as required to serve and/or protect the interests of the System and/or the Participating Counties.
- 3.3 In no event shall Participating Counties be liable to each other for any indirect, incidental, special, or consequential damages, including, without limitation, damages attributed to any malfunction of the system, regardless of the cause of action, arising out of or in connection with a party's performance.
- 3.4 Any locality seeking to participate in the System as either a Participating County or Contractual Subscriber may be admitted to the System on such terms and conditions as unanimously agreed upon by the Policy Team together with an amendment of this Agreement.
- 3.5 Necessary and periodic updates, software enhancements, and emergency technologies will be funded regionally through the established operating funding process. If either the System Manager or a Local Agent determines major system enhancements are required beyond necessary and periodic updates, Policy Team approval will be required for the completion of any such enhancements, and all such enhancements are subject to funding allocations and appropriations from all Participating Counties in proportions determined by the Policy Team.
- 3.6 The Participating Counties will individually and collaboratively seek grants to enhance the System. Matching requirements for collective System grants must be approved in advance by all Participating Counties and allocated and paid according to percentages established by the Policy Team and agreed to by all affected Participating Counties. Participating Counties also may seek grants for the benefit of their respective localities only (e.g., subscriber equipment or accessories grants) for which any match requirements will be the sole responsibility of the applicant/recipient locality.
- 3.7 Participating Counties and Contractual Subscribers will be individually responsible for maintaining adequate insurance on equipment and infrastructure owned by their respective jurisdictions.
- 3.8 The System Manager and the Policy Team may designate committees, subcommittees, and user groups as necessary to develop and operate on the System. Actions of such committees, subcommittees, and user groups are subject to approval of the System Manager. Appeals of System Manager decisions may be reviewed by the Policy Team.

SECTION IV
CONTRACTUAL SUBSCRIBER

- 4.1 Any other jurisdiction or entity may participate on the System without becoming a Participating County if approved for such participation by the Policy Team (a “**Contractual Subscriber**”). Each Contractual Subscriber will be billed and shall pay an initial fee and an annual fee established by the Policy Team and as set forth in Section V below.
- 4.2 Each Contractual Subscriber shall be solely responsible for the installation and maintenance of any connectivity items required by that Contractual Subscriber for connection to the network switching center for dispatch consoles.
- 4.3 All hardware and infrastructure components proposed or required by a Contractual Subscriber, including installation services and contractors for integration into the System, are subject to review and approval by the System Manager for compliance with System standards.
- 4.4 Each Contractual Subscriber shall provide to the System Manager no later than December 30 of each year written notice of any changes to the next fiscal year equipment list, talk group list, and subscriber count.

SECTION V

FISCAL

- 5.1 **Fiscal Agent.** King and Queen County will serve as the fiscal agent for the System and shall maintain a radio system enterprise fund (the “**Fund**”). The Policy Team will draft and approve an annual operating budget governing the use of the Fund by the radio System Manager. The System Manager is authorized to approve the payment of expenditures from the Fund consistent with the annual budget adopted by the Policy Team.
- 5.2 All System users are subject to, and shall pay to the Fiscal Agent, the following fees and charges, subject to annual review and approval by the Policy Team:
 - 5.1.1 Joint Services Fees pursuant to paragraph 5.3 below.
 - 5.1.2 An Initial Fee pursuant to paragraph 5.4 below.
 - 5.1.3 Annual Participation Fees pursuant to paragraph 5.5 below.
- 5.3 **Joint Services Fees.** Certain joint services are billed under existing contracts or procedures, including, but not limited to, microwave tower space rentals, voice logging recorders, hardware, and subscriber fees. Invoices received for such joint services will be billed to the Fiscal Agent. The Fiscal Agent will bill to each Participating County, and each Participating County will pay to the Fiscal Agent within sixty (60) days of receipt of any such joint services bill, all costs so billed in accordance with any current or future agreement.

- 5.4 **Initial Fee.** No later than February 1 of each year, the Policy Team shall establish and approve an Initial Fee to be charged to any entity or locality wishing to become a Contractual Subscriber or a Participating County and will be established based on the number of proposed tower sites. The System Manager will calculate and provide to the Policy Team a recommended initial fee each year for each site, which recommended initial fee will be considered by the Policy Team. Any locality or entity approved to become a Contractual Subscriber or a Participating County shall pay to the Fiscal Agent the applicable Initial Fees no later than sixty (60) days after approval to participate as a Contractual Subscriber or a Participating County.
- 5.5 **Annual Participation Fees.** Annually, the Policy Team will establish an Annual Participation Fee which shall be paid each year by each Contractual Subscriber and by each Participating County, except that a Contractual Subscriber or a Participating County is not subject to the Annual Fee in the year the Contractual Subscriber or Participating County is subject to an Initial Fee pursuant to paragraph 5.4 herein. The Annual Fee is intended to support shared operating needs of the System and shall be paid no later than July 31 of each year.

SECTION VI
TERMINATION OF PARTICIPATION

- 6.1 Any Participating County desiring to terminate its participation in the System shall provide one year’s prior notice to all Participating Counties of its intent to terminate its participation. Such withdrawing Participating County shall be solely responsible for all costs associated with its removal from the System and for its share of all capital and operating costs for the one year period following the notice of withdrawal.
- 6.2 All System frequencies shall remain part of the System unless otherwise authorized by the licensing authority.

By signing this Agreement, the Participating Counties agree to collaborate to improve homeland security, as well as improve the safety of the citizens within our localities, by maintaining and improving our wide area P25 compliant radio communications infrastructure.

Any amendments to this Memorandum of Agreement shall be approved by the governing bodies of all Participating Counties.

Vivian Seay, County Administrator
King and Queen County

Date

April Rounds, Interim County Administrator

Date

Essex County

Hope D. Mothershead, Interim County Administrator
Richmond County

Date

Ramona Wilson, County Administrator
Mathews County

Date

Luttrell Tadlock, County Administrator
Northumberland County

Date

Don G. Gill, County Administrator
Lancaster County

Date

STAFFING REQUEST – ELECTORAL BOARD AND REGISTRAR

At the Junes work session, the Electoral Board and Registrar presented a request to convert the part time deputy registrar position to fulltime. It was suggested by staff that it be a shared position to assist with workload in other offices.

A motion was made by Ms. Alsop and seconded by Ms. Morris to approve converting the position to a shared fulltime position.

AYES: S. C. ALSOP, J. L. SIMPKINS, R. F. BAILEY, JR., D. H. MORRIS

NAYS: NONE

ABSENT: J. M. BURNS

APPOINTMENTS TO VARIOUS BOARDS AND COMMISSIONS

Economic Development Authority/Stevensville – A motion as made by Ms. Morris and seconded by Mr. Simpkins to appoint Melinda Coleman.

AYES: S. C. ALSOP, J. L. SIMPKINS, R. F. BAILEY, JR., D. H. MORRIS

NAYS: NONE

ABSENT: J. M. BURNS

Bay Consortium workforce Development Board - Tabled

Planning Commission/ Newtown – A motion was made by Ms. Morris and seconded by Mr. Bailey to appoint Sherrin Alsop.

AYES: S. C. ALSOP, J. L. SIMPKINS, R. F. BAILEY, JR., D. H. MORRIS

NAYS: NONE

ABSENT: J. M. BURNS

COUNTY ADMINISTRATOR'S COMMENTS

County Administrator Vivian Seay provided the following comments:

- Plans for all capital projects have been provided at the Board's seats.
- Plans for the telework center are nearly complete.
- Plans for the fire station are preliminary.
- Four units are in place at the modular campus. It has been determined that the existing septic system will be adequate so no pump and haul will be necessary.
- The telework center plans have been sent to EDA and VDOT for approval.
- The solid waste containers throughout the county, particularly at the pier, have been dumped and a new company should be taking over soon.
- The county has received notice that the county's expenditures have passed all subrecipient monitoring criteria.
- Advised the board of a lightning strike at the courthouse tower. Insurance claim has been filed due to significant damage to the generator and transfer switch.
- She asked the Sheriff's office to use their UAV (drone) to take video and pictures of EDA properties and she has that footage available if the board would like to see it.
- Thanked Ms. Morris for her appointment to the EDA. This board is anxious to be active and having a full board will be very helpful.
- Advised that Phase 2 of the well project has been properly bid and the estimate from Sydnor Hydro is still the only bid received. It was the consensus of the board to move forward with this phase.

BOARD OF SUPERVISORS COMMENTS

Ms. Alsop had the following comments:

- Thanked everyone for coming and caring about their county government.
- Thanked everyone for calls and well wishes, her mother is doing much better. She fell and broke her hip, several ribs and collar bone.
- She will be teaching a VACO Supervisor certification course in September. It will be virtual.
- She is attending the Local Officials Summit in Richmond next month.
- Everyone have a safe trip home.

Ms. Morris had the following comments:

- Thanked everyone for coming and seeing the process.
- Thanked everyone for their reports.
- Commended the schools on doing a good job on being accredited.
- Everyone be safe and see all next month.

Mr. Simpkins had the following comments:

- Thanked everyone for coming, he is glad to see folks interested in the process and also in the elections.
- Everyone needs to get out and vote in November.
- Commented on the position in the Registrar's office, elections is always a hot topic. He knows that there is no question that the vote in King and Queen is correct. He is glad that it will be a shared position that will be able to help other offices and put tax dollars to good use.
- Asked to have the Commissioner of Revenue invited to the July work session to discuss the increase in boat values.

Mr. Bailey had the following comments:

- Thanked everyone for coming and thanked those who made reports for the good information. It is good for the board to know what is going on in the offices.
- Thanked the county administrator for the plans for all of the projects.

IT IS ORDERED THAT THE BOARD BE ADJOURNED:

A motion was made by Ms. Alsop and seconded by Ms. Morris to adjourn the meeting at 8:12 p.m.

Chairman

Clerk of the Board