King and Queen County Board of Supervisors Regular Meeting

Monday, August 12, 2024 7:00 P.M.

King and Queen County Courts and Administration Building General District Courtroom

"Minutes of the Meeting"

CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

Mr. Simpkins call the meeting to order noting that member Sherrin Alsop was not present. He provided the invocation, followed by the Pledge of Allegiance to the Flag of the United States.

APPROVAL AND SIGNING OF THE JUNE 24, 2024 AND JULY 8, 2024 MINUTES

A motion was made by Ms. Norman and seconded by Mr Berry approving the July 8, 2024 minutes of the Board.

AYES: J.L. SIMPKINS, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS

NAYS: NONE

ABSENT: S.C. ALSOP

The June 24, 2024 meeting minutes were tabled to the next meeting.

APPROVAL AND SIGNING OF JULY WARRANTS AND APPROPRIATIONS

A motion was made by Mr. Berry and seconded by Ms. Norman to approve the August County warrants and payroll, subject to audit.

AYES: J.L. SIMPKINS, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS

NAYS: NONE

ABSENT: S.C. ALSOP

A motion was made by Mr. Berry and seconded by Ms. Billups to approve accrued accounts payable for FY2024 subject to audit.

AYES: J.L. SIMPKINS, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS

NAYS: NONE

ABSENT: S.C. ALSOP

TELEWORK CENTER UPDATE

Erin Lazar, Director of Community Programming advised that once the center is completed that the library will begin duplicating programs offered that the branch at St. Stephens Church, the book drop that is currently located at the Via Center will be relocated here and will continue to offer book loaning to the citizens in the lower end of the county. Other services such as copying and faxing will also be available here to mimic services that are offered at the St. Stephens library.

Amber Price, President of Sentara Williamsburg hospital along with Stephen Payne and Alan Wilson, also with Sentara provided an overview of the services that will be offered in the telehealth portion of the facility. They will offer onsite physical therapy, diabetes support programs, dietician services, onsite EKG for patients utilizing the telehealth cardiology services, and lab services for patients with orders from the telehealth providers of the facility. The office hours will be 8:30 to 4:30 Monday through Friday beginning January 13, 2025. Lewie Lawrence, Executive Director of the MPPDC advised that in addition to being the anchor tenant and assisting with the daily operation of the center, the MPPDC has piloted the Fight the Flood program which addresses issues on the Middle Peninsula from sea level rise. They have been soliciting businesses in that industry to have a presence in the Middle Peninsula to further assist coastal landowners in accomplishing the goal to reduce sea level rise. Even though these businesses are located up and down the east coast, many are interested in having a presence in the Middle Peninsula and having the telework center here is providing a space for them to do this. He introduced the CEO of Natrix, one of the companies, and he provided a brief overview of what they do and that in addition to utilizing space within the telework center that they have committed to locating on property adjacent to the Middle Peninsula Regional Airport on property owned by the Town of West Point.

APPROVAL OF PROPOSAL FOR TELEWORK CENTER SIGNAGE DESIGN

Ms. Seay asked that this item be tabled for discussion at the work session prior to approval.

RESOLUTION – SUPPORT FOR APPLICATION FOR CREATION OF MIDDLE PENINSULA ECONOMIC DEVELOPMENT DISTRICT

Ms. Seay advised that this process was actually started back in 2021 and the Board did adopt a resolution at that time. However, by the time everything made its way through approval by the Federal government the resolutions were considered "stale" and it was requested that updated resolutions of support be provided.

A motion was made by Ms. Billups and seconded by Ms. Norman to adopt the following resolution of support:

WHEREAS, the United States Economic Development Administration (US EDA) was created by Congress pursuant to the Public Works and Economic Development Act of 1965 in part to establish economic development districts to fulfill the mission of US EDA in "fostering entrepreneurship, innovation, and productivity through investments in infrastructure development, capacity building and business development in order to attract

private capital investments and higher-skill, higher wage jobs to regions experience substantial and persistent economic distress"; and

WHEREAS, the Middle Peninsula region meets the applicable measures of economic distress as provided in 13 CFR 301.3; and

WHEREAS, the Middle Peninsula Planning District Commission (MPPDC) is qualified to, and has, supported the economic development planning needs of the region in the past; and

WHEREAS, the MPPDC has taken action supporting the creation of a six-county Economic Development District and directed staff to complete the tasks necessary to establish said District; and

WHEREAS, the US EDA has expressed a willingness to create a six-county Economic Development District (EDD) to serve Essex, Gloucester, King and Queen, King William, Mathews, and Middlesex Counties; and

WHEREAS, there is regional support from both the public and private sectors for the creation of an EDD to serve the needs of the Middle Peninsula region; and

WHEREAS, an EDD program will help localities develop the planning and technical expertise to aid communities and the region in their comprehensive, entrepreneurial, and innovation-based economic development efforts; and

WHEREAS, King and Queen County is desirous of participating in the EDD, in order to collaborate with other local governmental units, municipalities, organizations, and private entities for the mutual advantage and economic development of the communities of the Middle Peninsula region.

NOW, THEREFORE, BE IT HEREBY RESOLVED, that the King and Queen County Board of Supervisors, by its duly elected and authorized representatives, does here by support the designation by the US EDA of a six-county economic development district to support the regional and local economic development needs of the member localities of the MPPDC, namely the Virginia counties of King William, King and Queen, Essex, Middlesex, Mathews, and Gloucester.

AYES: J.L. SIMPKINS, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS

NAYS: NONE

ABSENT: S.C. ALSOP

DEPARTMENT OF FORESTRY PRESENTATION OF TIMBER SALE REVENUE

Dennis Gaston, State Forester presented a check in the amount of \$170,213.49 for the counties portion of timber sales in the Dragon Run State Forest. The Department of Forestry manages the timber on the 9,563 acres of the state forest and provides 25% of the funds for timber harvesting in lieu of taxes each year.

PUBLIC COMMENT PERIOD

No comments were received.

APPROVAL OF BERKELY GROUP CONTRACT

Ms. Seay advised that she has signed a work order that has locked in dates for the Board's retreat in November, but she needs approval from the Board for the contract of services.

A motion was made by Mr. Berry and seconded by Ms. Norman approving the following contract with the Berkley Group to facilitate the Board's retreat:

AGREEMENT BETWEEN BERKLEY GROUP, LLC AND KING AND QUEEN COUNTY, VIRGINIA FOR ON CALL CONSULTING SERVICES

This Agreement entered into on this 12th day of August, 2024 by and between Berkley Group, LLC, a limited liability company organized under the laws of the Commonwealth of Virginia, having offices at P.O. Box 181, Bridgewater, Virginia 22812 (Federal EIN # 273021021), and hereafter called "Berkley Group", and King and Queen County, a political subdivision of the Commonwealth of Virginia, having its administrative office at 242 Allens Circle King and Queen Court House, VA 23085, and hereafter called "the Client".

WITNESSETH:

WHEREAS, the Client desires to retain the services of the Berkley Group to perform on call consulting services, and

WHEREAS, Berkley Group desires to provide the Client with such services as authorized by the Client, and represents that it is organized and authorized to conduct business within the Commonwealth of Virginia; and

WHEREAS, pursuant to Virginia Code Section 2.2-4304, Cooperative procurement, Any public body may participate in, sponsor, conduct, or administer a cooperative procurement agreement on behalf of or in conjunction with one or more other public bodies, or public agencies or institutions or localities of the several states, of the United States or its territories, the District of Columbia, or the U.S. General Services Administration, for the purpose of combining requirements to increase efficiency or reduce administrative expenses in any acquisition of goods and services. A public body may purchase from another public body's contract even if it did not participate in the request for proposal or invitation to bid, if the request for proposal or invitation to bid specified that the procurement was being conducted on behalf of other public bodies; and

WHEREAS, the GEORGE WASHINGTON REGIONAL COMMISSION (GWRC) issued a request for proposals as a cooperative procurement for other public bodies for nonprofessional services, for which Berkley Group was awarded the contract; and

WHEREAS, the Client desires to participate in said cooperative procurement agreement to obtain certain nonprofessional services.

NOW, THEREFORE, the parties do mutually agree as follows:

SECTION 1. STATEMENT/SCOPE OF WORK.

- A. Berkley Group will provide services to Client once issued individual Work Orders for each task assigned constituting the Scope of Services ("Scope of Services"/ "Services") as set forth in this Agreement.
- B. Berkley Group will use both its staff and independent contractors it engages (the "Subcontractors") to provide the Services to Client.
- C. Berkley Group and its Subcontractors are and shall remain independent contractors with respect to the Client in their provision of the Services under this Agreement.

SECTION 2. COMPENSATION, METHOD OF PAYMENT, TIME OF PERFORMANCE AND TERMINATION.

- A. **Compensation**. Client shall compensate Berkley Group for the Services performed based upon the terms described within the Fee Schedule plus an indirect cost rate for overhead as specified in each task order ("Compensation"). For contract staff assignments, the parties agree to increase the Compensation by three percent (3%) on an annual basis to coincide with the Client's fiscal year.
- B. **Payment to the Berkley Group**. Client shall pay Berkley Group for the Services performed as set forth in the payment schedule for each Work Order. All invoices shall be due within thirty (30) days of the invoice date. Payments later than sixty (60) days shall be subject to a fifteen percent (15%) late charge fee.
- C. **Time of Performance.** Berkley Group shall commence performance of the Services on September 1, 2024 and shall continue such performance through August 31, 2025 ("Term"). The Term shall automatically renew each year for up to five (5) years and may thereafter be extended for additional periods by written agreement of the parties pursuant to Section 6 of this Agreement but shall remain subject to termination for non-appropriation of funding.
- D. **Termination for Convenience.** Either the Client or Berkley Group may terminate this Agreement at any time, by giving written notice to the other party of such termination and specifying the effective date thereof, at least 30 days before such effective date.
 - (1) In the event of termination, all finished and unfinished documents and other materials produced by Berkley Group specifically for the Client shall become the property of the Client.
 - (2) In the event of termination, Berkley Group shall be paid for the Services performed up to the effective date of termination. For any incomplete services,

the Client will provide Berkley Group with compensation equivalent to 80% of the total executed Work Order value for the assigned task. Upon request, the Berkley Group will provide the Client with documentation of the Services performed up to the effective date of termination.

- (3) Termination for non-appropriation of funds by the Client shall be made pursuant to this section.
- E. **Termination for Breach.** The Client or Berkley Group may terminate this Agreement for a material breach of the terms of this Agreement by giving written notice to the other party of such termination specifying the effective date thereof, at least 15 days before such effective date. The notice shall set forth the nature of the breach of the Agreement.
 - (1) In the event of termination of this Agreement by the Client pursuant to this Section 2.E., Berkley Group shall be paid for Services performed up to the effective date of such termination in accordance with the manner of performance set forth in the Agreement. If it is later determined by Berkley Group that Berkley Group had an excusable reason for not performing, such as natural disasters, pandemics, or other events that are beyond the control of Berkley Group, the parties may agree for the Berkley Group to continue to provide the Services under this Agreement.
 - After receipt of written notice from the Client setting forth the nature of such breach pursuant to this Section 2.E., Berkley Group may request, and the Client may agree, to provide Berkley Group time to remedy any breach or default to the satisfaction of Client. If the Client does not agree to allow Berkley Group to remedy the breach, Berkley Group shall have the right to immediately cease providing Services and receive Compensation earned for all Services rendered through the final date that the Services are rendered by Berkley Group.

SECTION 3. RESPONSIBILITIES OF THE BERKLEY GROUP.

- A. Berkley Group agrees to use the records and information gathered or otherwise used pursuant to this Agreement for the advancement of the interests of Client, and as further provided in Section 5.D. of this Agreement.
- B. Berkley Group will provide all services under this Agreement in a manner consistent with applicable laws, professional standards and its best efforts.
- C. Berkley Group, its staff and Subcontractors shall comply with Client's standards for acceptable workplace conduct and safety, and shall at all times conduct themselves in a professional manner.
- D. Berkley Group and its Subcontractors shall maintain commercial general liability insurance to cover their actions or omissions. Upon request, Berkley Group shall provide the Client with evidence of such insurance.

E. Berkley Group shall perform in accordance with, and shall not violate, applicable laws, rules or regulations, and standards prevailing in the industry and the Berkley Group shall obtain all permits or permissions required to comply with such laws, rules, or regulations.

SECTION 4. RESPONSIBILITIES OF THE CLIENT.

- A. Without charge to Berkley Group, Client agrees to provide all policies, information, communications, records, data, information, and forms which are available to the Client and needed by Berkley Group in order to perform the Services, and not to include any confidential files or documents subject to confidentiality laws.
- B. The Client shall communicate any concerns about Berkley Group staff or Subcontractor performance to the Berkley Group representative set forth in Section 5, unless otherwise specifically set forth within the Scope of Services.
- C. For interim or on-going staff assignments, the Client shall defend Berkley Group and its respective staff or Subcontractor in any legal proceedings by a third party arising out of the performance of duties on behalf of the Client.
- D. The Client agrees not to hire staff of The Berkley Group as Client's own employee during the Term of this Agreement, and for six (6) months following termination of this Agreement.

SECTION 5. ADMINISTRATION OF THE AGREEMENT.

A. All notices and communications with respect to the terms of this Agreement and the performance of the Services shall be through the Party Representatives. The Party Representatives are:

Client's representative shall be:

Vivian Seay County Administrator | County Attorney (804) 785-5975 vseay@kingandqueenco.net

Berkley Group's representative shall be:

Andrew D. Williams Chief Executive Officer 540-560-2202 drew@bgllc.net

- B. *Incorporated Provisions.* This Agreement shall be performed in accordance with the applicable, required contractual provisions set forth in the Client's purchasing or procurement regulations in effect at the time of this Agreement, including the Virginia Public Procurement Act, Va. Code §§ 2.2-4300, et seq.,; Va. Code § 2.2-4310 and 4311 (nondiscrimination); Va. Code § 2.2-4311.1 (immigration); and Va. Code § 2.24312 (drug free workplace), which provisions are incorporated herein by reference.
- C. *Contractual.* Disputes with respect to this Agreement shall be governed by Va. Code § 2.2-4363 and all similar provisions in Client's purchasing or procurement regulations.

D. Ownership and Status of Documents.

- (1) All documents prepared by Berkley Group specifically for the Client shall become the property of the Client upon completion of Services, or the earlier termination of this Agreement. Berkley Group shall have the right to retain appropriate copies of all such documents for its records upon client's approval, and to reuse any template documents which it prepared for the Client. All materials, including without limitation, documents, drawings, drafts, notes, designs, computer media, electronic files, and lists, including all additions to, deletions from, alterations of, and revisions in the foregoing (collectively referred to as the "Materials"), which are furnished to Berkley Group by Client or which are developed in the process of performing the Services, or embody or relate to the Services, are the property of Client, and shall be returned by Berkley Group to Client promptly at Client's request together with any copies thereof, and in any event promptly upon expiration or termination of this Agreement for any reason.
- (2) Records prepared by Berkley Group specifically for the Client shall be kept confidential by Berkley Group until released or approved for release by the Client. Berkley Group will cooperate with the Client in complying with the requirements of Va. Code § 2.2-4342 and any requirements of the Virginia Freedom of Information Act applicable to such records.
- (3) Berkley Group shall maintain financial records, supporting documents, statistical records, and other records pertinent to this Agreement for three (3) years from the date of final payment, and make those records available to the Client upon written request.

SECTION 6. CHANGES TO AGREEMENT.

- A. Any modification or change to this Agreement must be set forth in a written Addendum to this Agreement and signed by authorized representatives of both parties.
- B. The parties hereto may, from time to time, propose changes in the attached Scope of Services or in Berkley Group's performance requirements. Such changes must be

mutually agreed upon by the parties in writing and signed by the authorized representatives of both parties.

SECTION 7. MISCELLANEOUS PROVISIONS.

- A. <u>Protection of Confidential Information</u>. Berkley Group agrees that at all times during or subsequent to the performance of the Services, Berkley Group will keep confidential and not divulge, communicate, or use Client's Information, except for the Berkley Group's own use during the Term of this Agreement to the extent necessary to perform the Services. Berkley Group further agrees not to cause the transmission, removal, or transport of tangible embodiments of, or electronic files containing, Client's Information from Client's principal place of business, without prior written approval of Client.
- B. Hold Harmless. Berkley Group hereby indemnifies and holds harmless the Client, its subsidiaries, and affiliates, and their officers and employees, from any damages, claims, liabilities, and costs, including reasonable attorney's fees, or losses, provided that such damages, claims, liabilities, costs, including reasonable attorney's fees, or losses, must be attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property which may in any way arise from the negligent acts, errors, or omissions of Berkley Group and its Subcontractors, and which arise out of Berkley Group's performance of its professional services under this Agreement, or any breach or alleged breach by Berkley Group of this Agreement, including the warranties set forth herein ("Loss"). Berkley Group's indemnification obligations under this clause shall not extend to claims or liabilities arising from the Client's negligence, gross negligence, willful misconduct, or breach of this Agreement. The parties agree that Berkley Group's indemnification obligations shall not exceed the monetary amount paid by the Client for Berkley Group's services rendered. The parties further agree that Berkley Group's obligation to indemnify any Loss under this Agreement shall not arise until liability for such Loss has been determined by a court of competent jurisdiction, or by mutual agreement of the parties. The obligations and rights of indemnification under this clause shall survive the termination or expiration of this Agreement.
- C. <u>Taxes.</u> The Client shall not be liable for taxes, Worker's Compensation, unemployment insurance, employers' liability, employer's FICA, social security, withholding tax, or other taxes or withholding for or on behalf of Berkley Group or any other person consulted or employed by Berkley Group in performing Services under this Agreement. All such costs shall be Berkley Group's responsibility.
- D. <u>Jurisdiction and Venue</u>. This Agreement shall be construed pursuant to the laws of the Commonwealth of Virginia without regard to conflict of laws provisions. The parties agree to submit to the exclusive jurisdiction and venue of the Circuit Court of the County of King and Queen, Virginia, or the United States District Court, Eastern District of Virginia, Richmond Division, over any action, suit, or proceeding arising out of or relating to this Agreement, and the parties irrevocably submit to the jurisdiction of such courts for any such action, suit, or proceeding.

- E. <u>Severability</u>. The provisions of this Agreement are severable, and if any one or more provisions may be determined to be illegal or otherwise unenforceable, in whole or in part, the remaining provisions and any partially unenforceable provisions to the extent enforceable shall nevertheless be binding and enforceable.
- F. Waiver. Any waiver of a default under this Agreement must be made in writing signed by the waiving Party and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair such right or remedy or be construed as a waiver. A consent to, or approval of, any act shall not be deemed to waive or render unnecessary consent to, or approval of, any other or subsequent act.
- G. <u>Successors and Assigns.</u> To the extent permitted by state law, Berkley Group may assign this Agreement to any subsidiary or corporate affiliate, or to any successor or assign (whether direct or indirect, by purchase, merger, consolidation, or otherwise) to all or substantially all of the business or assets of Employer. The Client may not assign this Agreement or any part hereof without the prior written consent of Berkley Group. Any purported assignment by the Client shall be null and void from the initial date of such purported assignment.
- H. <u>Attorney's Fees</u>. In the event any party initiates any proceedings to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and costs.
- I. <u>Headings: Recitals</u>. Headings of the sections and paragraphs of this Agreement are intended solely for convenience of the parties, and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph. The recitals of this Agreement are hereby incorporated into this Agreement as if restated herein.
- J. <u>Counterparts</u>. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

AYES: J.L. SIMPKINS, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS

NAYS: NONE

ABSENT: S.C. ALSOP

QUARTERLY REPORTS

Quarterly reports were received from the following department heads and agencies:

- 1. Brenden Rivenbark, Three Rivers Health District
- 2. Betty Dougherty, Director of Social Services
- 3. Dr. Carol Carter, School Superintendent
- 4. Donna Sprouse, Director of Community Development

APPOINTMENTS AND REAPPOINTMENTS TO BOARDS AND COMMISSIONS

Ms. Seay advised that staff has been notified that Charles Adkins' term on the Bay Aging Board of Directors is expiring and he will not be able to continue to serve. She further advised that Ben Owen of Walkerton has been recommended by Bay Aging.

It was the consensus of the Board to have staff reach out to Mr. Owen to confirm he is willing to serve.

CLOSED MEETING

A motion was made by Mr. Berry and seconded by Ms. Billups to enter into closed meeting pursuant to Va. Code § 2.2-3711(A)(8) for consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel, the subject being the acquisition of real property located in the Stevensville Magisterial District of King and Queen County, Virginia.

AYES: J.L. SIMPKINS, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS

NAYS: NONE

ABSENT: S.C. ALSOP

A motion was made by Ms. Billups and seconded by Ms. Norman that each member of the King and Queen County Board of Supervisors certify that, to the best of each member's knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, (ii) only such public business matters as were identified in the motion convening the closed meeting were heard, discussed, or considered by the King and Queen County Board of Supervisors, and (iii) no action was taken in the closed meeting.

AYES: J.L. SIMPKINS, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS

NAYS: NONE

ABSENT: S.C. ALSOP

RESOLUTION – APPROVAL OF ACQUISTION OF REAL PROPERTY

A motion was made by Mr. Berry and seconded by Ms. Billups to adopt the following resolution:

A RESOLUTION TO APPROVE THE ACQUISITION OF REAL PROPERTY

WHEREAS, King and Queen County, Virginia (the "County") needs to construct an elementary school and other facilities to serve King and Queen County Public Schools and perhaps the County; and

WHEREAS, in order to construct many, if not all, of those facilities, additional real property is needed;

and

WHEREAS, the owner of certain real property adjoining the Central High School is willing to sell, and

King and Queen County is willing to purchase, that real property designated as King and Queen County Tax Map Number 1624-53R-43 containing 61.04 acres, by survey (the "Property") more fully described on **Exhibit A** attached hereto; and

WHEREAS, the Board of Supervisors of King and Queen County, Virginia (the "Board"), after investigating the Property, believes it to be in the best interests of the County and its citizens to complete the purchase of the Property and accept title to the Property and improvements thereon, if any; and

WHEREAS, on the 24th day of June, 2024, the Board did approve and enter into an agreement to purchase the Property; and

WHEREAS, to effect the purchase of the Property, the Board desires now to approve the acceptance of title to the Property, as required by Va. Code § 15.2-1803, by adopting this Resolution approving such acquisition, which resolution may be recorded in the Circuit Court Clerk's Office of King and Queen County, Virginia as evidence of such approval.

NOW, THEREFORE, BE IT RESOLVED, that the King and Queen County Board of Supervisors, finding that it is in the best interests of the County and the citizens thereof, does hereby approve and authorize, the acquisition of the Property and improvements thereon from the Arthur Davis, Jr. and does hereby accept that certain deed attached hereto as **Exhibit B** conveying the Property from Arthur Davis, Jr. and others to the County; and

BE IT FURTHER RESOLVED, that the Chair of the Board of Supervisors and the County Administrator | County Attorney are hereby authorized and directed to take such actions as are necessary, each in his or her sole discretion, to carry out the purposes and intents of this resolution, including, without limitation, the acceptance and recordation of the deed to the Property presented on this date for acceptance, the payment of the funds for the purchase of the Property, the acquisition of such real and personal property as is described herein and therein, and the signing of such closing documents as are necessary to complete the purchase transaction; and

BE IT FURTHER RESOLVED, that all actions taken in furtherance of the acquisition of the Property prior to the date of adoption of this Resolution are hereby ratified and confirmed.

Adopted this 12th day of August, 2024

AYES: J.L. SIMPKINS, M.R. BERRY, M.H. NORMAN, C.R. BILLUPS

NAYS: NONE

ABSENT: S.C. ALSOP

COUNTY ADMINISTRATOR'S COMMENTS

Ms. Seay had the following comments:

- The through truck restriction information and map provided shows the current and proposed restrictions. The next step is to have a public hearing to make a recommendation to VDOT who has ultimate approval. After brief discussion it was decided to have the public hearing at the September 9th meeting if advertising requirements can be met.
- Asked which, if any, supervisors would like to attend the VACo conference. She has already received confirmation that Sherrin Alsop is attending. Ms. Billups and Ms. Norman advised that they would attend also.
- She provided *Regroup* sign up sheets and asked the Board to continue to get the word out. So far there have not been as many sign ups as hoped for.

BOARD OF SUPERVISORS COMMENTS

Ms. Norman had the following comments:

- Reminded everyone of the Community picnic coming up at the library.
- Thanked everyone for coming and wished them a safe trip home.

Ms. Billups had the following comments:

- Thanked everyone for coming and asked everyone to come out to the community picnic.
- Asked everyone to continue to get the word out about events in the community and to ask people to attend the board meetings to stay informed on what is happening.

Mr. Berry had the following comments:

- Asked the Board to support the road restrictions and for citizens to come speak.
- Stated that he has reached out to VDOT about limbs in the roadways. He was told that an endangered species of bat have been preventing them from trimming. They need to get the roads opened up, there are many placed where if vehicles meet that in order to keep from hitting each other they will hit the limbs.
- He is still working with Dominion on issues raised concerning the sub-station.
- Cumnor Store will be reopening soon by owners Mike and Penny Gibson. It is nice to see the old fashioned country store coming back and asked that people support them.
- Advised that he and Brenda Lee will be holding another community meeting in the fall.
- Thanked everyone for coming, wished them a safe trip home and watch our for tree limbs and bats.

Mr. Simpkins had the following comments:

- Thanked everyone for coming and for the reports, staff are very busy.
- He appreciated the update on the telework center. The services that will be provided there will have the citizens pleasantly surprised once it is complete.
- Advised that he won't be able to attend the community picnic but hopes it is a good day.
- He provided the Board with a county song that was written by a friend of his. The writer has asked that if the county uses it, to simply put his name on it.

IT IS ORDERED THAT THE BOARD BE ADJOURNED:

A motion was made by Mr. Berry and p.m.	seconded by Ms. Norman to adjourn the meeting at 9:30
	Chairman
Clerk of the Board	