

Virginia: At a regular scheduled meeting of the Essex County Board of Supervisors held on Tuesday, September 12, 2023 at 7:00 p.m., in the School Board meeting room, 109 Cross Street, Tappahannock, Virginia.

Present: Robert Akers, Chairman
Ronnie G. Gill, Vice Chairman
Edwin Smith, Jr., Supervisor
Sidney Johnson, Supervisor
John C. Magruder, Supervisor

Present: April Rounds, Interim County Administrator, Deputy Clerk

CALL TO ORDER

Chairman Akers called the meeting of Tuesday, September 12, 2023 to order at 7:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE

Vice Chairman Gill led the Invocation and the Pledge of Allegiance.

ROLL CALL

The Chairman asked the Interim County Administrator to call out the roll; a quorum was met.

AGENDA APPROVAL

Chairman Akers asked the Board to make a motion to approve the agenda with the removal of the closed session. Supervisor Smith made the motion to approve the agenda as presented. Supervisor Johnson seconded the motion. AYES: 5 NAYES: 0 ABSENT: 0

RECOGNITION

Recognition of Park and Recreation Staff: Kay Carlton, Director presenting

Kay Carlton, Parks and Recreation Director, stated she is known as the old pool lady. She goes up to the pool at least twice a day if not three times a day all summer long. She and Keith are constantly saying, they drive up and someone is blocking the emergency exit, what if an emergency happens and they can't get through because they don't like moving their vehicles after they have gotten into the pool. Then there is a group of teenagers hanging out in the hallway, she tells them this needs to be clear if an emergency happens. The AED is in there and sometimes stuff is in front of it. She doesn't want to see anything in there it is a grab and go area. So she continues on and there is someone sitting right in front of the backboard, she tells them to move and they tell her it is cooler over there. She lets them know, IF an emergency happens they have to be able to get to the backboard as soon as possible. Then she will move on to the lifeguard stand and notice there is no rescue tube. She tells them they need their equipment while they are sitting on the lifeguard stand. You never know when an emergency is going to happen and you will need it. These things happen on a daily basis. All of these, in case an emergency happens, happened on August 20th. She can't go into detail about exactly what happened but these four

people saved a life. She knew the facility was fine and she knew the equipment was fine. But you don't know if your staff, even though they are trained, if they can jump in and do what they have to do at the emergency calls. Well they did and they did everything by the book. She has never been so proud. And to the EMS that helped them out. It was also a community effort, there was a retired Nurse there that night Mrs. Dawson, and she stepped in and helped out with first aid. Mr. Washington lives right down the hill and helped us locate the parent of the child. It took a community to do this and was a community effort. She is indebted to everyone that helped. She is not sure what else to say except that is her nightmare all summer long is to get that phone call. She was at a program at the Methodist Church and as she was walking out her husband wheeled in. She was standing by John Harvey and said 'This isn't good,' Rusty never comes looking for me and he is rolling down the window asking where is her cell phone. She told him it was in her car she didn't take it into the church. He told her to get in the car right now. She could only think it was either Millie or it's the Marsh Street Pool. By the time she got up there it was all said and done. Her mode was know they needed to get the paperwork done. They are the real heroes in this. She asked April Rounds to present the plaques because even though she was on vacation she was calling and texting to check on the staff to make sure they were OK, gave us suggestions on what they needed to do and invaluable to her and her department at that time.

Administrator Rounds presented Zaccheus Ware, Jaylah Mercer, Canelia Brummett, and Dawn Jones with plaques for their outstanding assistance provided.

PUBLIC HEARINGS

Chairman Akers stated they have one public hearing for the Just Harvest Lease Agreement. He stated for some of the public that is here he knows they thought there would be a discussion on the Planned Unit Development for Brays Fork. That will not happen tonight. They voted in their work session to set a public hearing with a tentative date of October 2nd based on availability of location. That is when the Board of Supervisors will address that as well. Any of you can speak during public comment but in case you were waiting for the public hearing that will be on October 2nd.

Just Harvest Lease Agreement

Chairman Akers stated that what you have before you is the lease agreement. There is one modification in there from May, that is changing the liability from 2 million to 1 million dollars. So that is the only change in the lease agreement that you have.

Administrator Rounds stated there will be some other legalize things but nothing that will change the intent.

Supervisor Magruder stated he has one thing that might need to be changed before they vote. If you look under insurance, the agreement was well written and it flows well, in subsection B it says evidence of insurance etc., be provided to Essex County prior to the effective date. When you jump down to section D it says 'upon request.' That to him is a conflict, it is the opposite. He would either strike out upon request, if he is wrong correct him, he would strike out D as upon request, we don't need that if we are already requiring it in section B and the amount is fine.

Chairman Akers stated for the public information Just Harvest is a program that just started up in Essex County. They are voting to lease a parcel of County land that they can set up and to the growing programs, training, displays, that is what they are voting on tonight.

Chairman Akers opened the public hearing. Hearing no one he closed the public hearing.

Chairman Akers asked April if this is later on in the agenda.

Administrator Rounds stated yes, it is and there is enough language written to cover the adjustments that John referred to.

PUBLIC COMMENTS

Joe Boseman stated it seems like several years ago after several disappointing employees came and went, that he said here, you should not get your day laborers from the corner of Berkley and unemployed. We have had more Berkley employees come and go since then. He also said you should do what everyone else does which is find someone who is employed in the industry, doing a good job, whose employer would be sad to see go and hire them away. That advice still stands even more so because the hat you are looking for in a County Administrator is already on your head. Those of you who have had experience with employees know that attitude and willingness are to be cultivated. While an entitled worker is priceless. He reminds you that April Rounds has demonstrated her competency. April Rounds is not being sued and the County would appreciate continuity and stability in the office of County Administrator. No more County actions involving parcel 11 and 12 in the Industrial Park until Mt. Clement Rd has been located on the ground. Any action such as a variance will be based on an unknown so what would you be approving? If Mt Clement runs in part through parcel 11 then this County has approved an entryway onto Mt Clements, not on Mt Clements, but in the middle of Mt. Clements the maximum is once a road always a road.

Steve Uphold, 1004 Brizendine lane, comes before them based on a comment that was made last Tuesday at the Planning Commission. It was made almost during the public comments but for a planning commission to repeat that comment 2 hours later on a zoning request 'we have rules and laws already lets stick to them.' He doesn't think it is very appropriate for a committee that has the authority to rezone or to grant variances to say that. He was just wondering if the planning commission answers to the Board, are we not doing any more variances or was that a comment that was made out of context.

Cornelius Holmes, Hobbs Hole, Pastor at 1st Baptist, stated he thanks them for the consideration they are going to give Just Harvest in a little bit and their hard work in making Essex County a County that is becoming more and more progressive where everyone is inclusive. He has spoken with each of them individually at separate times except for Mr. Gill about different opinions on various things. The good thing is we can talk about something, have different viewpoints and still be good friends. Our young people are watching, thinking, how do adults disagree and still function together. How we do that is very important. Last week with the zoning meeting for the 7 & M project he felt like the whole idea was they were asking for a variance which we know based on the current rules it is not going to happen. They were asking for a consideration. Each technical question that was raised; sewage was answered, taxes were answered, taxes from the company, taxes from those that live there, increase welfare was answered not the case it is for seniors and affordable housing, questions about the roads, working with the highway was answered, questions about water they can't answer that yet because they have to wait to see if it gets approved so the Town and County can work on that, questions about the school, people from the school came by and said it would not be a hardship but a plus, more house and additional

funding. Even though all those questions were responded to it looked like it made no difference in the response that was given in the very end. It was as if what you say doesn't amount to anything. Because if the rules say you can't do it then we should just stick by the rules. We know that. That is why it was asked for consideration. Even the commission board said if you approve this, make these recommendations so the board can consider it if you approve it. They were thinking if it is approved we can work this out. He has worked with the Federal Government on many different projects. Whenever projects get approved there are still tons of hurdles you have to get through. It's not the end. He would like them to continue to consider it, work through it, He is hoping that the input from the County that you will give utterance to and listen because the commission responds to the Board and the Board responds to the public.

Chairman Akers stated for Mr. Holmes and others in the audience, this board has not received any packet or material on this project yet. Part of the work session tonight was to direct that we could get that at least one week prior to the public hearing. So they have not review that information.

Raymond Whitiker, 145 Chinquapin Circle, stated he has been a resident of Essex for 53 years. He wants to ask to support, he appreciates what they have just sat that they have not received that report. He respects that. Since we do what we can with the school system we need money, but you all need real money because they support all the agencies in this County. He is encouraging support, any infusion of dollars that can make a world of difference including the Sheriff with his enforcement of laws. What he sees coming for this, not only housing, but the opportunity for cement companies to deliver cement to this project, jobs that will allow people to come do the carpentry work, masonry work, those are jobs for the local citizens for this County. He wishes he were a carpenter and could get a job up there. He also sees the opportunities for business, gas companies that can sell goods and merchandise to those employees that will work on that type of project and bring benefits to the citizens of Essex County. HE urges the support because we are fortunate that the General Assembly finally decided it was time to pass a budget. That will make it a lot easier to see where we go from here. He is saying although it is nice we can't always depend on what they do because you all do the 50/50. We can always us an infusion of money not just Essex County Public Schools but as a tax payer may you can keep our taxes. He appreciates what they did when they said 'lets start raising taxes,' it hurt, but he is a tax payer and he understands. He pays bills like everyone else. He encourages them, when they get the report reflect on what it could mean, the impact it will give to support the citizens of Essex County. He wants to commend them for the job they do.

Orlando Washington, 503 Marsh St, stated as someone coming into age where retirement and things are very important to him, he doubts he will ever get married. The 7 & M project is very personal to him. He just wants to get it on the record tonight. He went up to the area to look, he likes to go through the woods a lot. There are not many houses in the area, it is really off on the edges. He know you guys have done such a great job, he fears running for the office one day because he knows the responsibility that you bear. That being said he wants them to have an open mind thinking outside the box. As a flight attendant traveling the world, he has lived in many places, a lot of communities, rural and city, one thing he knows here is people are looking for housing. He gets asked a minimum of 10 times per week if there is a place to live. He appreciates and honors all of them.

Brenda Anderson Diggs, 2138 Mussel Swamp Rd., stated many of you know her. She has been a teacher here for over 10 years, boomeranged out of the feds and came here. While she is not at the school anymore she noticed that a lot of the young ladies she taught and were on her step team have come back to teach. They have gone away to college, seen the world, gotten their education and have come back to give back to where they are from. Those young ladies don't want to live in their parents house.

No one wants to go away to school and come back and not have the opportunity while in a profession to be able to sustain themselves, to be able to have living accommodations where there are not a whole bunch of kids necessarily running around. Where the housing is specifically in place for professionals to have a place to live. We can't escape the 21st century, we can't escape growth. What we can do is make sure the steps we take to not only secure the way of life we have all chose to live but to allow for the appropriate growth that sustains us. This housing community, she knows people keep saying affordable housing, but that is the wrong terminology she check with HUD. The affordable housing piece of it is not really affordable housing it is senior living, an option for those getting up in age who don't want to take care of 17 acres and a roof. They want to stay in Essex, they want the peace and quiet of Essex, but they need a smaller place that is manageable until she is at least 104. Really asks that you carefully consider what this presents for not only our County from a financial perspective but the housing opportunities it allows our young professions that we have educated, sent away and have come back to give back an opportunity to have a place of their own and for those that no longer want the responsibility of maintaining a house in a rural environment to leave that environment the opportunity as well. Thirdly her teachers, police officers, and EMS folks, all of those folks would benefit greatly from this development. It is not just the school. It is a foundation. No one in the Country can keep teachers but Essex is at a greater disadvantage because there are no creature comforts. It is hard to find a place to live, if you don't already have a connection here. As we look to fill some of these teacher positions, housing is an issue. We want to attract young married couples. Maybe she is an educator and he is EMS or police officer or Vice Versa. We need to be able to have creature comforts available a development such as this is the right ticket. It is the right time, the right offer, it doesn't cost Essex a dime. She thinks they should consider it strongly.

Madelyn Lawson, 19551 Tidewater Trail, she wants to thank them for putting the 7 & M project on the agenda for October. After the meeting a week ago many of them wondered if the Board would do that. They were disappointed in the hearing, many left with the feeling that it was a hearing really just to make people feel good but the decision had already been made when they arrived by the Committee. That it was to support the industrial park group and ignore the community. You had 18 members from the verse group of Community leaders that spoke. Each of them expressed how important this project would be to this town and to this County and she doesn't think they were heard. She is hoping that, and you will hear again in October, but she hopes they will consider how important this project will be to this County and Tappahannock. It is all positive, it is revenue for the County, it is housing that you heard about for everyone. It is really giving you more opportunity to improve the life, the well being of everyone who lives here and those that want to come here. She is asking them as members of the Board of Supervisors to do their due diligence as you must do but give serious consideration to the request that will come before you and they will all be there to support them if they do but they will not be too happy if it doesn't happen because this if for the benefit of the County.

Jeff Howeth, 556 Riverdale Rd. stated he has been at that podium a few times in the past couple of months. He thinks most of them have heard him, read it in the paper or something. His request was to, as Chairman of the Wetlands Board, he wanted what appeared to be a simple request and is turning out to be not so as we get into it. He wanted permission to be able to do, since he is a private consultant professional engineer and surveyor, he wanted permission to do private work that would involved wetlands that would not violate the Statue of Conflict of Interest that had been established for the prior building official, Mr. Davis. That statue was, he couldn't do more than \$5,000 worth of work per client per year. It has been regurgitated in several things, he read to them last month from the prosecutors denial letter that he had no evidence that it was there. He knows Ms. Rounds has bee trying and he mirrors Mr. Boseman's comments, he thinks Ms. Rounds is doing an excellent job. He has called for publicly lets stop wasting tax payers money and chasing people down. Lets let her do the job since she

has been doing it already. He thinks she is doing an OK job. He wishes they would consider that the same as Mr. Boseman and others have asked. The document we are looking for, and he has made comment before that says 'just take the comment the County has used and take Mr. Davis' name out and Building Official and replace it with his name and Wetlands Board.' It is fairly straightforward. John Haynes reported it in the Sentinel 'what is good for the goose is good for the gander' but wen can't quite seem to get there yet. The document, Ms. Rounds can correct him if he is wrong, has not been located yet but the prosecutor referred to it as a document provided by the County of Essex and he thinks that is you gentleman. As to what is there, he is going to read them something from back in May 202 about this document. This came from Chairman Magruder at the time. But it says by email May 12, 2020 in reference to a complaint about a possible violation of Essex County Code of Ethics committed by Mr. Davis, Chairman John Magruder of the Board of Supervisors disclosed that 'Mr. Davis situation had been reviewed by out County Attorney and deemed acceptable' he thinks we still have a County Attorney that we can ask them for the papers for. All the documents related to the County Attorney review of Mr. Davis was requested by Mr. Dolan in that May 12th email. The documents were not provided, instead two-pages were withheld on grounds of work privilege and attorney/client privilege. Now there was a FOIA attorney out of Richmond named Andrew Bodo, he actually cited a case law and issued an opinion on this. The opinion was 'Generally, disclosed in part of privileged communications not only waives the privileges as to the specific information revealed but also waives the privilege to the subject matter of the disclosure.' Because Chairman Magruder disclosed the conclusion of the review by the County Attorney the County has waived this privilege on the subject matter. Riverstone and Mr. Dolan would be entitled to the document. Mr. Dolan has asked for it, took it all the way to a Mandamus and never quite got it. He asked for it currently and he guess the second Mandamus will probably come. If we keep running this stand off but he does have one other thing he is going to read, sorry April, this just tells you how unfair this situation really is. He FOIA'd for a bunch of emails from some county employees and he got them. Your prior Zoning Administrator in February of this year actually wrote to a citizen, he thinks you guys know there was a big question about a list of consultants and who was on the list and who wasn't, and was that legal or was that not legal. He wrote 'Another soil person to contact is Wyn Davis at 804-443-4951, he might be able to help with drain field location.' Gentleman, how does he get on that list. This is what his business has to fight and this was February of this year.

Chairman Akers closed public Comments.

COUNTY ADMINISTRATOR'S and AGENCIES' REPORTS

Chairman Akers stated he gave them an update of activities during the work session regarding Social Services. He has nothing else to add. They have the other reports from the County Administrator. He asked April if she had anything to add.

Supervisor Johnson stated he was reading the Emergency Management report concerning the Middle Peninsula Northern Neck Community Service Board. He didn't quite understand how involved or how much training you have to deal with the mentalness or behaviorness of the challenge that is being expected of you. He didn't quite understand that here.

Chief Terry Johnson stated the skills that are required you have to maintain on a regular basis. So going through the Emergency Management qualifications it requires at least 5 classes, not to mention 11 preclasses that you have to take. They you have to maintain that through the department of Emergency Management with the State of Virginia so it is an ongoing process that never ends.

Supervisor Johnson asked if these were additional behavioral training classes that are being required of EMS now.

Chief Johnson stated the behavioral classes for EMS are part of the ongoing continuing Education. They deal with a lot of people who have emotional issues or aren't taking their medication like they are supposed to. We need to have the best ways to work with them. Some of them have Alzheimer's, dementia, there are so many things out there that we deal with that involved behavioral, we want to give our people the best that we can give them to work with. There is nothing in the ambulance we can use when someone is having emotional distress. All we can give them is empathy, support and care. They need to know how to do that but also they need to know where their responsibilities stop because some of the things they can do and some of the things they can't do. They try to stay up on that training as much as they can. The other side of the behavior is also taking care of the mental health of the responder. They have people running calls, dealing with a lot of emergencies so it is a big bundle of things they are trying to do and it is an ongoing process. He has been doing this for 30 years been going to school for 30 years. It is an ongoing process. We are trying to give our responders the best, the best tools but also trying to let them know that there are tools out there for them like the Sheriff does with this deputies making sure they know that there are peer support groups, emotional help, mental help and those things because this job wears on you. So they have to be prepared at all levels from Emergency Management, EMS, Law Enforcement and Fire.

Supervisor Johnson thanked him for that.

Vice Chairman Gill stated they are all good reports. He noticed that everyone filed a report except one and that particular group has filed reports in the past. So great job on getting the reports in.

Supervisor Magruder gave his shoutouts:

- To public citizens, Ray and Barbara Thomas from Thomas Farm, procured a \$5,000 grant for the Extension service in a 4-H grant. We have the largest 4-H livestock program in the area. We have kids from other counties coming to us, that is how well this program is run. Robbie Longest is doing a great job there and he wants to thank the Thomas'. We are indebted to them for their \$5,000 grant they procured for the 4-H kids.
- The communications department, Kyle Durham, was able to get our radio company, L3 Harris, who we have been working with for many years a \$120,000 console and a \$300,000 core to our communications system. He got that for nothing from these folks, that's \$420,000 that we don't have to spend which is going to last us another 7 years just at the time we are at the end of the life cycle of our old system.
- Building and Zoning department are going to have to replace some old HVAC systems. They are able to do that. Three of them they will have to replace are \$35,000 a piece and they can do all three for \$23,500. These folks are finding savings left and right.
- Library had a very successful summer reading program, hundreds of kids and adults participated. So please support your library he thinks they are even lending out pickleball equipment. They will also be doing an improved story walk.
- County Administrator, April Rounds, procured a grant for some new equipment for Building and Zoning to make the services better for you citizens. Sout out to all employees and County Administrator.
- Tappahannock Main Street received a \$61,000 grant from the Governor's office. They are fighting hard to get grants to have these great programs.
- IT is developing EMS maps to better serve the community so they know where the hotspots are to get Emergency Services to you all faster.

SCHOOL SUPERINTENDENT'S CONSTITUTIONAL OFFICERS' & VDOT REPORTS

Mr. Lee McKnight, VDOT, stated they do have some resolutions later but a quick update. These resolutions are on 676 Lewis Level Rd, 675 Carpenters Rest Rd, and 679 Belmont Rd. He did want to note Belmont is not slated to go until 2025 but it has not had a resolution passed. So we are going to go ahead and get the resolution passed this evening. Rt 612, Bestland Rd over Dragon Run, that bridge project is complete and it is an unposted structure. That is the way he likes them. He doesn't want any postings especially after they replace them. They have met with the County Administrator recently on a Rt 360 corridor study there are a couple of intersections in Essex County that they we will be studying for future improvements. Some traffic engineering requests, Rt 613 River Banks, there was a speed study conducted. He met with the citizens on this road. They are going to review a portion of this road, he thinks there might be some merit to that concern. Some other supervisory requests that he wanted to touch on. Roadside trimming for Rt 637 Hustle Road and 357 Rosemount road, the good news is they are already on the plan for trimming this year. Rt 17 drainage is under review, they will be setting an in person meeting hopefully in the next week to discuss some of these options. Primary contractor mowing should begin any minute. Hopefully this week it will start and they will get all of the primary mowing out of the way and roll right into the secondary mowing and we will be hopefully set for the Winter.

Supervisor Johnson stated they talked about 15 times concerning, about 3 weeks ago they had a storm come through, you share with him that the project has been assigned to various contractors. He had an experience, even today with school buses coming through and both trying to get over and the debris is just causing people to come to a complete stop. With farm equipment coming down, since it is harvest time we need to get that stuff moved. You need to put some heat behind the contractors because the situation is getting to be unsafe now.

Mr. McKnight stated he understands. They are pushing them, there are some procurement stuff behind the scenes that they have to deal with in the contract and they are work on that. If there is any specific location that are vitally important right now please send them and we can get them taken care of. That storm was really widespread that they don't have the capability. They need to have this contractor help but we are pushing them to get in as quickly as possible.

Supervisor Johnson stated let them know this is harvest time now and you have large agricultural equipment going down the road and there is no where for the citizens to go. It can be some what sensitive if it wasn't harvest time. There are some citizens that say they are tired of looking at the stuff in their yard.

Supervisor Smith stated he had a citizen call about southbound 17, north of town, where you put in the new drainage culvert. That 200-300 yard piece of asphalt they put down, the cornfields are smoother than that.

Vice Chairman Gill stated that speaking of the agricultural equipment. There are a lot of secondary roads that have over hang of trees and limbs and this equipment has high profiles the sprayers and combines. He can't give you exact locations but that is a problem. He is wondering what sort of metric do they use in trimming these trees on secondary roads.

Supervisor John stated every 6 years.

Mr. McKnight stated he would like to say it is every 6 yrs, he is not sure exactly if they accomplish that all the time but it is similar to pavement in the sense that he really would like to start focusing on what they like to call snow zones where they break the County up into 6 zones and assign contractors to the roads within that zone. He likes to do the same approach with trimming and he is trying to get back to a systematic approach, trimming and resurfacing. Where you are moving around the County in a more systematic way. It just makes all the sense in the world if they are in snow zone 1 then in 6 years theoretically they should be back to zone 1. He is working on that. He is not sure if they are quite there yet. Funding, especially on secondary roads he is not sure if it has caught up. Primary roads he thinks they are making big waves.

Supervisor Magruder stated he knows they are taking up resolutions on 3 priority roads from what you said the Poplar Grove Rd, the Clover Rd. We have resolutions on those already?

Mr. McKnight stated yes, he believes so.

Supervisor Magruder stated things got a little out of sequence but you are sticking to the sequence you up in the report.

Mr. McKnight stated yes, he believes what happened was the last time they did the resolutions, Belmont Rd did not have funding available but this time it did so they put it on there and that is also why they are moving Lewis Level up.

Supervisor Magruder stated the last time he asked about the line painting on Airport Rd and no progress has been made.

Mr. McKnight stated it is on their schedule.

Supervisor Magruder stated he didn't see it on the report that is why he was asking. That is really important since it is the road to the school. He had a landowner ask about Layton's Landing Rd. and what was the policy on invasive species, specifically Alanthus trees. What is happening the seeds get on their property and messes things up there. Farm fields as well as the forest. What is the policy and what can VDOT do when it is in a right of way.

Mr. McKnight stated if it is within the right of way he thinks they could handle some of that. Recently there has been a lot of issues in the right of way in Essex with Alanthus trees. He will talk to his roadside guys.

Supervisor Magruder asked Christina about a Secure Remote Access uploading records and if she could explain what that is all about. He thinks it is really good stuff.

Clerk of the Court Christina Ambrose, stated it is a secure remote access that all of their records have it. A Lot of title searchers have it, real estate agents, surveyors. She stated it was back to 1977 but she can tell you that since the report they have been working with the OES team and uploaded plat books 5, 24-30, and 25 of the older books. When the plat scanner comes in they can do the older plats but these are the ones they were able to do themselves.

Commissioner Blackwell wanted to draw their attention to decisions needed but wanted to talk about the state budget. The General Assembly finally agreed on a state budget. He assumes that the Governor

is going to sign it. In that state budget there is a 2% raise for Constitutional Officers that will go in effect December 1st for the remainder of fiscal year '24.

Also in that budget out of the amounts appropriated the general assembly has found money, \$931,000 for Commissioners, this is also applicable to other constitutional officers like the treasurer, to fully fund positions that have not been funded. Some go back to 2002 many go back to the recession in 2008. There were times they were told the General Assembly will never restore this funding because they would have to admit they made a mistake. With the surplus of money this year they finally said we don't care if we made a mistake we are going to fix the problem. They got their funded position last year in the Commissioners office but this will now fully fund positions in the treasurers office. This is a big milestone. The bad news is the forest sustainability fund last year they had 1.9 million, this year there is only 0.9 million. What happened to the million that was supposed to go to the forest sustainability fund and they did not fund it for the second year. There still may be hope in future years but we will not get that this year. Lastly he is asking the board to chew on now because you will get into budget late in the year and early next year and he won't be here. So he wanted to recommend to the board that this is their current methodology for doing assessment of personal property, business personal property, machinery and tools, heavy equipment, merchants capital, farm machinery, etc. He draws the attention to 2016, they adjusted the business personal property and machinery and tools assessment ratio to 50% and lowered the tax rate. If you remember at the time what they ended up with was a 50% increase in business property revenue. You heard from a couple of tax payers that realized what they had done. They raised the assessment ratio, lowered the tax rate, but we were taxing people more, especially businesses. He is recommending some changes. The first thing you see is his attempt to eliminate the vehicle license tax. If they were to go to clean low which is a lower value but offer the NADA book but raise the tax rate which is currently at \$3.50 because of inflation or appreciation they saw on vehicles. If they go went to \$4.50 which is and effective rate of \$3.37.5 you can eliminate the vehicle license tax and be revenue neutral. He has some hopes that the tax rate could even be lower at \$4.25. That is just something for you to think about now. They are several months away from this. On personal property he recommends instead of doing 50% of retail you go to a wholesale or high trade value and lower the tax rate to \$2.50 leaving an effective rate of \$2.00 for boats and RV's which is what it is now so that is revenue neutral. He also recommends a lower rate on aircraft or eliminate that rate and part of that is if the County is providing any money at all to the airport to stop doing that, let the airport take care of itself but if not if you still want to tax them he recommends a tax rate of \$1.00 which is an effective rate of \$0.75. The big change would be in business property, business furniture fixtures, business property machinery, farm machinery, heavy equipment, machinery and tools. The assessment ratio is too high. He regrets that we did it in 2016, he is asking that you lower that assessment ratio to 25% of original cost and then raise the tax rate to \$2.50 which would give an effective rate of \$0.62.5 which is actually a little increase in the business tax but he thinks it is a modest increase and all of these changes work towards the elimination of the vehicle license tax, getting vehicle assessment ratios where they should be and maintain revenue neutrality. So we won't get any more money but we aren't going to lose any money on personal property. He wanted to encourage the Board to allow the County to get an RFP out for reassessment. We have burned a lot of daylight. We still could get a reassessment done January 1, 2025. If we push the reassessment out a year past that he regrets to tell them they will leave a lot of money on the table. The second item is the National POW/MIA recognition day is this Friday, September 15th at 10AM. There will be a ceremony at the War Memorial. This is to remember prisoners of war and those served and never returned home. The Department of Defense POW/MIA accounting agency continues the search for those who are missing fulfilling this nation's promise to leave no service member behind. That ceremony will be Friday at the War Memorial at 10AM.

Mrs. Linda Hodges, Northern Neck Middle Peninsula Community Services Board, stated she was wanting to recognize Essex County's appointment of the Board of Directors Jay Mitchell. Major Mitchell has filled the unexpired term of Travis Martin and after one board meeting it is evident that Major Mitchell will serve Essex County well and his experience in law enforcement will serve their agency well. They look forward to continuing to work with them. Every 2 years a performance contract needs to be approved by the 10 localities in which they serve. The performance contract is an agreement between the Department of Behavioral Health and Developmental Services, the CSB and each of the localities. It outlines their finances and guides to their services. This year's contract is for FY24 and FY 25. State funding only provides 90% while the local government is expected to provide the remaining 10% and that is just state funding. There are Federal funds outside of that. She is here to request that the Board sign a resolution approving the performance contract. The contract is broken out into financial components, and is also broken out into 3 different service areas; mental health, substance use, and developmental or intellectual disabilities. This year they have provided the Board with some pie charts to provide information specifically on these funding areas for each of those services. She wants to make sure they understand the performance contract does not include early intervention services, better known as the RISP program, that is an entirely different funding stream and that is through part C funding. She would like to take the opportunity to update them on some of the services. One thing is right here in Tappahannock is the Charter House Program. This is a very robust and dynamic program for those people who have been diagnosed with a serious mental illness. She would hold the program up against any of the other 39 CSB's it's a phenomenal program. She asks them to think about if they were age 18-30 that is when people are diagnosed with schizophrenia. 25 years ago if you were given that diagnosis your Dr would tell you 'your life is over, don't stress yourself, go home, take your medication and don't do anything else in your life, any of your goals dreams and hopes out the window.' Because of programs like this we no longer have to have our lives be over if we have such a diagnosis. There is community, there is ability to learn independent living skills that you may not have learned. There are even supportive employment programs. She wants to hold up a program like this that it does make a difference in peoples lives. Even people with a serious mental illness needs a community support and this kind of program provides that for them. A couple of challenges they are incurring right now, the toughest one is our high rate of employment vacancy. Right now that is at 40% that is really high. All of the Community Service Board across the state are being challenged with hiring people. They found that the work they are in is hard. They work with some of the most challenging diagnosis. It is much easier to go to the private sector to earn more money so people are leaving. So at 40% vacancy rate they are having a hard time filling these positions. This is affecting our assessments, the front door to our service programs. They have one position out of four that is filled for an assessor, a comprehensive needs assessor. They have other positions that are filling in to serve that because there is what they call priority population that they have to serve. People coming out of psychiatric hospitals, people coming out of jail, people who might be a drug user. They need to see those folks immediately and they do but they don't have a full time capacity to provide the service that our County deserves. Another challenge is with the state psychiatric system. It continues to be broken 3 years later where they still have people in the emergency room for days waiting for psychiatric hospital beds in the private sector as well as the public sector. They have people waiting in Emergency rooms up to a week and over because there is not a bed available to them. As you are well aware this ties up law enforcement, our emergency rooms, she knows one day she thinks it was 4 out of 6 beds at this emergency room were tied up with people needing a bed in a psychiatric hospital. It also ties up their staff because their emergency services staff has to make phone calls up to about 40 hospitals they call in the morning and again in the night and the next day have to call again if they are still in the hospital. This happens until a bed is located. The entire local community is tied up because the state system is broken. Eastern State hospital, which is the hospital that they have used in the past is really more of a forensic hospital now. Out of 75 admissions in August 70 were people with criminal charges or people who need to be hospitalized for retributions for

competency. Only 5 were used for civil beds. So that means law enforcement has to travel to Northern VA, the primary one, sometimes Southwest VA, sometimes Danville. They travel through the state because ours are tied up by use with our community. She doesn't see that changing, unless the General Assembly does something very drastic. The good news is that is the CIT program, which is two-fold. One it is a 40 hour training program for first responders to learn how to respond to people with behavioral health problems. How do you approach someone who you may not know what is going on with them. This is a training program to learn how to respond to someone who may be in emotional distress. The other part of the program is we have a receiving center in Gloucester where law enforcement can come from the counties, transfer custody to someone who is in custody against their will, emergency custody order, and then they can come back on the road so they are not sitting there for hours. Unfortunately, that is a small minority of what your county serves. Still they are, in some cases, able to take custody of them and law enforcement can come back to work to do what they were hired to do. With all that said she wanted to thank them for the support of their agency.

Chairman Akers asked if they had issues with the Sheriff's department, if they have outside agencies bringing people in and our officers having to sit with them? And is there a way that can be addressed in the contract that you are getting the counties to sign?

Mrs. Hodges stated that is usually in the hospital that it happens. At one point you would bring them to the community services board and leave them and they would evaluate them. Now more often than not they go to the hospital and leave them and law enforcement. So that is really out of their realm. They come and evaluate them. That is their role in what the law says.

Chairman Akers stated so there is nothing that can be done contractually with this agreement that we can prevent something like that from happening.

Mrs. Hodges stated not that she is aware of.

Chairman Akers asked if that would be interagency.

Major Mitchell stated it is state code.

BOARDS AND COMMITTEES' MINUTES

None

CONSENT AGENDA

Supervisor Johnson made the motion to approve all three as presented. Supervisor Smith seconded the motion. AYES: 5 NAYES: 0 ABSENT: 0

NEW BUSINESS

Just Harvest Lease Agreement

Supervisor Smith made a motion to authorize the lease of Tax Map Parcel No. 32B-14-B-8 to Just Harvest under the general terms presented to the Board in a form approved by the County Attorney and directing the Interim County Administrator to execute those documents necessary for such lease. Supervisor Johnson seconded the motion. AYES: 5 NAYES: 0 ABSENT: 0

LEASE AGREEMENT

This Lease Agreement (the "Lease") is effective the date of execution by the last signatory (the "Effective Date"). It is between Essex County, Virginia, a political subdivision of the Commonwealth of Virginia ("Essex County") and Just Harvest, Virginia, a 509(a)(2) nonprofit organization ("Just Harvest") (each a "Party" and together the "Parties").

WHEREAS, Just Harvest desires to lease unimproved, vacant property from Essex County consisting of approximately 0.12 acre with an address of 0 Duke Street and further identified as Tax Map Parcel No. 32B-14-B-8 (the "Premises"), for use as a community garden; and

WHEREAS, the Board of Supervisors of Essex County have agreed, after a public hearing duly advertised and conducted in accordance with Va. Code § 15.2-1800 et seq., to lease the Premises to Just Harvest upon the terms and conditions set forth herein.

Witnesseth:

That for and in consideration of the foregoing, the rents and covenants hereafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Essex County hereby leases the Premises to Just Harvest, and Just Harvest hereby leases the Premises from Essex County, upon the following terms and conditions, to which the Parties mutually covenant and agree:

1. Term and Termination

- a. The term of this Lease (the "Initial Term") commences on the Effective Date and continues thereafter for one (1) year.
- b. Just Harvest may renew this Lease for up to two (2) additional one-year terms by providing Essex County written notice of its intent to renew at least ninety (90) days prior to the end of the then-current term (each a "Renewal Term" and together with the Initial Term, the "Term"). If the Term is renewed for any Renewal Term(s) pursuant to this Section, the terms and conditions of this Lease during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal. If Just Harvest fails to provide timely notice of its intent to renew this Lease, then, unless otherwise sooner terminated in accordance with its terms, or a renewal is accepted by Essex County, this Lease shall terminate on the expiration of the then-current Term.
- c. Essex County, in its sole discretion, may terminate this Lease at any time, without cause, by providing at least one hundred and twenty (120) days' prior written notice to Just Harvest. The Parties agree that this Lease is provided without rent obligation and there shall be no damages incurred by termination.
- d. Essex County may terminate this Lease if Just Harvest breaches any provision of this Agreement and either the breach cannot be cured or, if the breach can be cured, it is

not cured within fifteen (15) days after the County's delivery of written notice of such breach.

- e. This Lease may be terminated at any time upon the mutual written agreement of the Parties.

2. Permitted Use

- a. "Permitted Use" means the development, operation, and management of a community garden and related structures for demonstration, educational, and charitable purposes.
- b. Just Harvest shall use the Premises solely and strictly for the Permitted Use and for no other use.

3. Acceptance of the Premises

- a. Notwithstanding any other term or provision of this Lease, Just Harvest agrees that Essex County leases the Premises to Just Harvest on an "as is, where is" basis and "with all faults."
- b. Just Harvest agrees it based its decision to lease the Premises solely on its examination and inspections and not on any statements or representations made by Essex County or its officers, employees, agents, or representatives.
- c. Just Harvest hereby acknowledges that Essex County makes no warranty or representation with respect to the Premises, or any portion thereof, express or implied, or arising by operation of law, including, but not limited to, any warranty of condition, habitability, merchantability, or fitness for a particular purpose. Just Harvest hereby waives any rights or claims it may have related to any implied warranties regarding the Premises or their fitness or suitability for the operation of Just Harvest's intended uses.
- d. Nothing herein shall be construed as a representation or warranty, whether express or implied, from Essex County that the Premises are fit or suitable for the Permitted Use.
- e. Essex County makes no representation or warranty that any specific use of the Premises desired by Just Harvest is permitted pursuant to applicable laws.

4. Improvements to the Premises

- a. Just Harvest shall have the right to improve the Premises related to the Permitted Use; however, no permanent structures shall be constructed or installed on the Premises without the prior written approval of Essex County. Prior to termination of this Lease, Just Harvest shall remove any improvements made to the Premises and return the Premises to its condition as of the Effective Date. Essex County may consent in writing to certain improvements remaining on the Premises upon termination of the Lease. At least thirty (30) days prior to termination of the Lease, the Parties shall

conduct a meeting on the Premises to determine whether any improvements shall remain on the Premises.

- b. If, upon termination of the Lease, Just Harvest has failed to restore the Premises to the same or better condition as it was on the Effective Date (excepting improvements accepted by Essex County pursuant to subsection (a) above), Just Harvest agrees to pay Essex County for all costs incurred restoring the Premises to the same condition as it was on the Effective Date, including any attorney fees incurred in enforcing this Section.

5. Maintenance and Repairs

- a. Just Harvest assumes responsibility for all maintenance and repairs needed on the Premises, including those required for the Permitted Use.
- b. Just Harvest agrees to maintain the Premises in a clean and neat condition free from, trash, debris, and unkempt growth of grass and weeds.
- c. Essex County shall not be responsible for any maintenance or repairs needed to the Premises or any improvements to or on the Premises.

6. Essex County's Right of Entry. Essex County or its agents may enter the Premises to:

- a. Show the Premises to prospective tenants, prospective purchasers, investors, or lenders;
- b. Make repairs for any reason Essex County deems necessary;
- c. Conduct improvements or alterations for any reason Essex County deems necessary and not inconsistent with the Permitted Use;
- d. Determine whether Just Harvest is complying with the Lease terms;
- e. Address an emergency; or
- f. Take any other action Essex County deems necessary to protect the public health, safety, welfare, and convenience.

7. Utilities. Just Harvest is responsible for any and all utilities, including but not limited to water, sewage, and electricity, required or convenient for use of the Premises. The Parties agree that nothing in this Lease obligates Essex County to provide Just Harvest or its agents with access to electricity, water, sewer, or other utility service.

8. Taxes

- a. Just Harvest is solely responsible for any tax liability that may arise from this Lease, its use of the Premises, or any other aspect of its operations. The Parties agree that Essex County has made no representations to Just Harvest about any potential tax liability related to this Lease.
- b. The Parties agree that Just Harvest did not make its decision to enter into this Lease based on any representation by Essex County or one of its agents about any potential

tax liability regarding this Lease, the use of the Premises, or any other aspect of Just Harvest's operations.

9. Liens. Just Harvest shall not, directly or indirectly, cause, create, incur, assume or allow to exist any lien on or with respect to the Premises or any portion thereof. Just Harvest shall not permit the Premises to become subject to any liens, including mechanics', laborer's, or materialmen's lien on account of labor, material, or services furnished to Just Harvest or claimed to have been furnished to Just Harvest (either directly or through contractors) in connection with work of any character performed or claimed to have been performed for the Premises by, or at the direction or sufferance of Just Harvest. If any such liens are filed against the Premises, Just Harvest shall at its cost and expense discharge the same within ten (10) business days of Just Harvest's receipt of written notice of such filing; provided, however, that Just Harvest shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien if Just Harvest shall give to Essex County, within ten (10) days after demand, such security as may be reasonably satisfactory to Essex County to assure payment thereof and to prevent any sale, foreclosure, or forfeiture of Essex County's interest in the Premises by reason of non-payment thereof; provided, further, that on final determination of the lien or claim for lien, Just Harvest shall immediately pay any judgment rendered, with all proper costs and charges, and shall have the lien released and any judgment satisfied. If Just Harvest fails to post such security or does not diligently contest such lien, Essex County may, without investigation of the validity of the lien claim, after ten (10) days' notice to Just Harvest, discharge such lien and Just Harvest shall reimburse the County upon demand for all costs and expenses incurred in connection therewith, which expenses shall include any reasonable attorney's fees and any and all other costs associated therewith, including litigation through all trial and appellate levels and any costs in posting bond to effect a discharge or release of the lien.

10. Indemnification

- a. Just Harvest shall indemnify and defend Essex County and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "Essex County" for the purposes of this Section) against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, that are incurred by Essex County (collectively, "Losses"), arising out of or related to the Lease.
- b. Essex County shall give notice to Just Harvest (a "Claim Notice") within ten days after obtaining knowledge of any Losses or discovery of facts on which Essex County intends to base a request for indemnification under this Section. Essex County's failure to provide a Claim Notice to Just Harvest under this Section does not relieve Just Harvest of any liability or obligation that Just Harvest may have to Essex County, but in no event shall Just Harvest be liable for any Losses that result directly from a delay in providing a Claim Notice, which delay materially prejudices the defense of the related third-party claim. Just Harvest's duty to defend applies immediately,

regardless of whether Essex County has paid any sums or incurred any detriment arising out of or relating, directly or indirectly, to any third-party claim.

- c. Notwithstanding anything to the contrary in this Section, Essex County may select its own legal counsel to represent its interests, and Just Harvest shall:
 - i. reimburse Essex County for its costs and attorneys' fees immediately upon request as they are incurred; and
 - ii. remain responsible to Essex County for any Losses indemnified under Section.
- d. Just Harvest shall give prompt written notice to Essex County of any proposed settlement of a claim that is indemnifiable under this Section. Just Harvest may not, without Essex County's prior written consent, settle or compromise any claim or consent to the entry of any judgment regarding which indemnification is being sought hereunder.
- e. Essex County shall not indemnify or defend Just Harvest.
- f. Nothing in this Agreement shall constitute a waiver or abrogation of any immunities or defenses that may be available to Essex County. Notwithstanding anything herein to the contrary, no officer, director, employee, agent or attorney of Essex County shall have any personal liability under this Lease, pursuant to claims or otherwise.

11. Insurance

- a. Property: Just Harvest shall procure and maintain, at its sole expense, "all-risk" property insurance in an amount not less than one hundred percent (100%) of the replacement cost of Just Harvest's trade fixtures, equipment and other personal property from time to time situated on the Premises. The proceeds of such insurance shall be used for the repair or replacement of the property so insured.
- b. Liability: Just Harvest shall procure and maintain, at its sole expense, commercial general liability insurance applying to the use and occupancy of the Premises and the operations of Just Harvest with coverage providing for minimum limits of One Million Dollars (\$1,000,000) annually for bodily injury, including death and property damage, arising from any one occurrence and a Three Million Dollar (\$3,000,000) aggregate limit. Evidence of insurance satisfying this subsection shall be provided to Essex County prior to the Effective Date. The insurance maintained by Just Harvest as described above (i) shall be primary, without right of contribution from any other insurance which may be carried by Just Harvest or Essex County, and (ii) shall name Essex County as an additional insured to the limits of the coverage specified herein.
- c. Worker's Compensation: Just Harvest shall carry Worker's Compensation Insurance as required by law.

- d. Except as otherwise required herein, Just Harvest shall provide evidence of insurance required under this Section to Essex County upon request.
 - e. No insurance policies under this Section shall be terminated without at least thirty (30) days prior written notice having been delivered to Essex County.
 - f. Just Harvest's failure to comply with any part of this Section constitutes a material breach of the Lease.
12. Amendments. The Parties may amend this Lease through mutual agreement; however, it is acknowledged by the Parties that Essex County may only expand or extend the rights granted to Just Harvest with approval of the Board of Supervisors granted after a public hearing duly advertised and conducted in accordance with Va. Code § 15.2-1800 et seq.
13. Successors and Assigns. This Lease binds the Parties and inures to the benefit of the Parties and each Party's respective heirs, executors, administrators, legal representatives, successors and permitted assigns.
14. No Partnership or Third-Party Beneficiary. The Parties do not intend to create a partnership, joint venture, or other enterprise and expressly disclaim any such relationship between the Parties. The terms and provisions of this Lease are intended solely for the benefit of the Parties and their respective successors and assigns. It is not the Parties' intent to confer third-party beneficiary rights upon any other person or entity.
15. Assignment and Subletting. Just Harvest may not sublet or assign the Lease without Essex County's written approval, which shall be at the sole discretion of Essex County.
16. Notices. All Notices and consents required or permitted by this Lease shall be in writing, shall be transmitted by (a) registered or certified mail, return receipt requested, with Notice deemed to be given upon receipt; postage prepaid, (b) delivered by hand or by nationally recognized courier service, or (c) electronic mail or other electronic communication system acceptable to the Parties with confirmed receipt thereof, and in all cases, addressed as follows:

Essex County's Address for Notices.

Essex County, Virginia
Attn: County Administrator
202 South Church Lane
P. O. Box 1079
Tappahannock, VA 22560

With a copy to: Sands Anderson, PC
Attn: Essex County Attorney
P.O. Box 1998
Richmond, VA 23218-1998

Just Harvest's Address for Notices.

Just Harvest, Virginia
Attn: [Name]
[Address]

With a copy to: [Just Harvest's Counsel or other contact, if applicable]

Any Party may, upon prior notice to the others, specify a different address for the giving of notice. Notices shall be effective one (1) day after sending if sent by overnight courier or electronic delivery, or three (3) days after sending if sent by certified mail, return receipt requested.

17. Entire Agreement. This Lease constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Lease, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter.
18. Severability. If any term or provision of this Lease is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Lease or invalidate or render unenforceable such term or provision in any other jurisdiction.
19. Governing Law; Venue
 - a. This Lease and all related documents and all matters arising out of or relating to this Lease, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.
 - b. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against any other Party in any way arising from or relating to this Lease and all contemplated transactions, including, but not limited to, contract, equity, tort, fraud, and statutory claims, in any forum other than the courts of the Virginia sitting in Essex County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the courts of the Commonwealth of Virginia sitting in Essex County.
20. Compliance with Laws. Just Harvest shall at all times comply with all applicable federal, state, and local laws, ordinances, regulations, and orders with respect to the Premises and the Permitted Use. This includes all federal and state laws related to non-discrimination in the Permitted Use.
21. Counterparts. This Lease may be executed by the parties in separate counterparts, each of which when executed and delivered shall be an original for all purposes, but all of which, when taken together, shall constitute one and the same instrument.

22. No Recordation. This Lease shall not be recorded in the land records of any court, including the Circuit Court of Essex County, Virginia.

23. Cumulative Remedies

- a. All rights and remedies provided in this Lease are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties, or otherwise.
- b. Failure to insist on strict compliance with any of the terms or conditions of this Lease shall not be construed to be a waiver thereof and does not limit another Party's right to enforce such term or conditions or to pursue any available legal or equitable rights in the event of any subsequent default or breach.

Resolution #23-015: Rural Rustic Road (Route 675)

Supervisor Johnson made the motion to adopt Resolution #23-015 as presented. Vice Chairman Gill seconded the motion. AYES: 5 NAYES: 0 ABSENT: 0

RESOLUTION #23-015

WHEREAS, Section 33.2-332 of the *Code of Virginia*, permits the hard surfacing of certain unpaved roads deemed to qualify for designation as a **Rural Rustic Road**; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1500 vpd; and

WHEREAS, the Board of Supervisors of Essex County, Virginia (“Board”) desires to consider whether Carpenters Rest Road, Route 675, 1.00 mile, From: Route 639 To: Dead End be designated a Rural Rustic Road; and

WHEREAS, the Board is unaware of pending development that will significantly affect the existing traffic on this road; and

WHEREAS, this road is in the Board’s six-year plan for improvements to the secondary system of state highways; and

WHEREAS, the Board believes that this road should be so designated due to its qualifying characteristics;

NOW, THEREFORE, BE IT RESOLVED, the Board hereby designates this road a Rural Rustic Road, and requests that the Residency Administrator for the Virginia Department of Transportation concur in this designation.

BE IT FURTHER RESOLVED, the Board requests that this road be hard surfaced and, to the fullest extent prudent, be improved within the existing right of way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Virginia Department of Transportation Residency Administrator.

ADOPTED: This 12TH day of September 2023.

CERTIFICATION OF ADOPTION RESOLUTION

The undersigned Clerk of the Board of Supervisors of the County of Essex, Virginia certifies that the Resolution set forth above was duly adopted during an open public meeting on the 12th day of September 2023 by a majority of the members of the Essex County Board of Supervisors with the following vote:

AYE:

NAY:

ABSTENTION:

ABSENT:

Signed this 12th day of September 2023.

ATTEST:

April L. Rounds
Interim County Administrator and Clerk to the Board

Resolution #23-016: Rural Rustic Road (Route 676)

Supervisor Magruder made a motion to adopt Resolution #23-016 as presented. Supervisor Smith seconded the motion. AYES: 5 NAYES: 0 ABSENT: 0

RESOLUTION #23-016

WHEREAS, Section 33.2-332 of the *Code of Virginia*, permits the hard surfacing of certain unpaved roads deemed to qualify for designation as a **Rural Rustic Road**; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1500 vpd; and

WHEREAS, the Board of Supervisors of Essex County, Virginia (“Board”) desires to consider whether Lewis Level Road, Route 676, 0.25 mile, From: Route 620 To: Dead End be designated a Rural Rustic Road; and

WHEREAS, the Board is unaware of pending development that will significantly affect the existing traffic on this road; and

WHEREAS, this road is in the Board’s six-year plan for improvements to the secondary system of state highways; and

WHEREAS, the Board believes that this road should be so designated due to its qualifying characteristics;

NOW, THEREFORE, BE IT RESOLVED, the Board hereby designates this road a Rural Rustic Road, and requests that the Residency Administrator for the Virginia Department of Transportation concur in this designation.

BE IT FURTHER RESOLVED, the Board requests that this road be hard surfaced and, to the fullest extent prudent, be improved within the existing right of way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Virginia Department of Transportation Residency Administrator.

ADOPTED: This 12TH day of September 2023.

CERTIFICATION OF ADOPTION RESOLUTION

The undersigned Clerk of the Board of Supervisors of the County of Essex, Virginia certifies that the Resolution set forth above was duly adopted during an open public meeting on the 12th day of September 2023 by a majority of the members of the Essex County Board of Supervisors with the following vote:

AYE:
NAY:
ABSTENTION:
ABSENT:

Signed this 12th day of September 2023.

ATTEST:

April L. Rounds
Interim County Administrator and Clerk to the Board

Resolution #23-017: Rural Rustic Road (Route 679)

Supervisor Johnson made a motion to adopt Resolution #23-017 as presented. Vice Chairman Gill seconded the motion. AYES: 5 NAYES: 0 ABSENT: 0

RESOLUTION #23-017

WHEREAS, Section 33.2-332 of the *Code of Virginia*, permits the hard surfacing of certain unpaved roads deemed to qualify for designation as a **Rural Rustic Road**; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1500 vpd; and

WHEREAS, the Board of Supervisors of Essex County, Virginia (“Board”) desires to consider whether Belmont Road, Route 679, 0.25 mile, From: Route 624 To: Dead End be designated a Rural Rustic Road; and

WHEREAS, the Board is unaware of pending development that will significantly affect the existing traffic on this road; and

WHEREAS, this road is in the Board’s six-year plan for improvements to the secondary system of state highways; and

WHEREAS, the Board believes that this road should be so designated due to its qualifying characteristics;

NOW, THEREFORE, BE IT RESOLVED, the Board hereby designates this road a Rural Rustic Road, and requests that the Residency Administrator for the Virginia Department of Transportation concur in this designation.

BE IT FURTHER RESOLVED, the Board requests that this road be hard surfaced and, to the fullest extent prudent, be improved within the existing right of way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Virginia Department of Transportation Residency Administrator.

ADOPTED: This 12TH day of September 2023.

CERTIFICATION OF ADOPTION RESOLUTION

The undersigned Clerk of the Board of Supervisors of the County of Essex, Virginia certifies that the Resolution set forth above was duly adopted during an open public meeting on the 12th day of September 2023 by a majority of the members of the Essex County Board of Supervisors with the following vote:

AYE:
NAY:
ABSTENTION:
ABSENT:

Signed this 12th day of September 2023.

ATTEST:

April L. Rounds
Interim County Administrator and Clerk to the Board

Middle Peninsula Northern Neck Community Services Board Performance Contract (Ms. Linda Hodges and/or Ms. Gail Slaughter)

Supervisor Johnson made the motion to approve Resolution #23-018, the FY24/25 Middle Peninsula Northern Neck Community Services Board Performance Contract, as presented. Supervisor Smith seconded the motion. AYES: 5 NAYES: 0 ABSENT: 0

RESOLUTION #23-018

APPROVAL OF PERFORMANCE CONTRACT

WHEREAS, §37.2-508 OF THE *Code of Virginia* [1950] as amended, requires each Community Services Board to submit, to the governing body of each political subdivision that established it, a biennium Performance Contract for community mental health, intellectual disabilities, and substance use services for its approval prior to submission of the contract to the Virginia Department of Behavioral Health and Developmental Services, and

WHEREAS, the Middle Peninsula Northern Neck Community Services Board has put forward its proposed FY 24/25 Biennium Performance Contract for approval by the Boards of Supervisors of its governing counties of Essex, Gloucester, King and Queen, King William, Lancaster, Mathews, Middlesex, Northumberland, Richmond, and Westmoreland;

NOW, THEREFORE, BE IT RESOLVED BY THE Board of Supervisors of Essex County, Virginia, that the FY 24/25 Biennium Performance Contract prepared by the Middle Peninsula Northern Neck Community Services Board presented to the Board is hereby approved and may be forwarded to the Virginia Department of Behavioral Health and Developmental Services as further required.

ADOPTED: this 12th day of September 2023.

CERTIFICATION OF ADOPTION RESOLUTION

The undersigned Clerk of the Board of Supervisors of the County of Essex, Virginia certified that the Resolution set forth above was duly adopted during an open public meeting on the 12th day of September 2023 by a majority of the members of the Essex County Board of Supervisors with the following votes:

AYE:

NAY:

ABSTENTION:

ABSENT:

Signed this 13th day of September 2023.

ATTEST:

April L. Rounds, Clerk
Board of Supervisors of the County of Essex, Virginia

BOARD REQUESTS AND DIRECTIVES

Supervisor Smith made the motion to appoint Dr. Bill Ryan to Social Services Board. Supervisor Johnson seconded the motion. AYES: 5 NAYES: 0 ABSENT: 0

Vice Chairman Gill made the motion to appoint Spencer Weiss to fill the unexpired term of James Acors to the Essex County EDA with the expiration date of 12/31/24. Supervisor Smith seconded the motion. AYES: 5 NAYES: 0 ABSENT: 0

Remote Area Medical (RAM) Clinic, September 16, 2023, 6:00 AM to 6:00 PM and September 17, 2023, 6:00 AM to 2:00 PM, Westmoreland High School, 16762 Kings Highway, Montross, VA 22520.

Town Hall, September 20, 2023 at 7:00 PM, School Board Meeting Room, 109 S. Cross Street, Tappahannock, VA 22560

October 10, 2023 at 5:00 PM, BoS October Work Session, School Board Meeting Room, 109 S. Cross Street, Tappahannock, VA 22560

October 10, 2023 at 7:00 PM, BoS October Regular Meeting, School Board Meeting Room, 109 S. Cross Street, Tappahannock, VA 22560

Supervisor Smith would like to have the staff address the reassessment RFP so they can get the assessment done before 2025.

Supervisor Magruder stated they were talking and April had sat in some meetings with Gloucester County about doing a joint group, we could still get the RFP out maybe, but we might need some more information on that before we take that step forward

Administrator Rounds stated that the joint group with Gloucester was the opioid abatement authority. Tommy may have spoke to them when he brought the other commissioners in about a regional approach on the reassessment but she does not have first hand knowledge of that.

Supervisor Magruder stated through the Middle Peninsula Planning District they talked about it. He would like to get that information as well and get a little more information to what is involved with the RFP. He was not happy with the last reassessment company. He doesn't know what is in the RFP and where that is going to go but he would like to have this other consideration to see where we go.

Supervisor Smith stated he thinks they will find that you won't get 5 counties to agree to a regional reassessment.

Supervisor Magruder stated let's find that out.

Supervisor Smith stated they can be working on a RFP for us individually.

Supervisor Johnson stated in the past they have ignored Tommy's recommendation and it has come back to bite them each and every time. He hates saying that but it is a fact. Tommy has advised them and they need to listen to his wisdom. He would support this recommendation go getting the assessments done sooner rather than later. He respects John's opinion on looking at it to get it done cheaper. But the delay in waiting to get it done cheaper could be more costly than getting it done upfront. That is basically what Tommy is trying to tell them. Tommy has not let them down in the past and it will probably be the last project he presents to them.

Chairman Akers stated it certainly doesn't hurt to establish RFP's it is not a commitment, it is just a process to see what the cost is going to be. He thinks Tommy's methodology is if they don't get something reassess next year property values could go down and they could be looking at leaving money on the table. Is that correct?

Commissioner Blackwell stated that the property values are not going down they are going up.

Supervisor Magruder stated he thinks it is more of everyone will have reassessments done it will be harder to get a contractor and the costs are going to go up based on that.

Commissioner Blackwell stated it is going to probably cost a lot more but it will cost the county more if we don't do it.

Supervisor Magruder stated he would like to get these details. He is a detail guy. Lets get some numbers and then lets talk about the numbers. Right now it is a lot of 'what does that mean as far as cost.' If we need to work on an RFP as a rough draft let's work on that.

Commissioner Blackwell stated that there is an RFP ready to go.

Vice Chairman Gill asked what is the usual time frame on that once it goes out.

Commissioner Blackwell stated 4-6 weeks. It has to go on the state site. He has companies calling asking if they are going to pit it on the street. He would like to see Essex County put it on the street. To respond to Mr. Magruder, the chief assessor and the deputy assessor from Gloucester County came and they talked all day, they had met in King and Queen and still had other localities and it will not happen. The regional approach will not happen in time for Essex County to get another reassessment. Down the road if he is around doing something he will try to help out but when he talked to the assessor 2 months ago nothing has happened, he was just trying to help. The Middle Peninsula Planning District asked him. He was very helpful but to have a regional approach we are waiting for his report and that has not happened. Mr. Smith and himself had sat in meetings back in 2009 and you might get 5 Commissioners of Revenue to agree but you are not going to have 5 Board of Supervisors agree. In his opinion. There is an opportunity so he is not saying to give up on it.

Chairman Akers asked how many quotes do they normally get back with an RFP.

Commissioner Blackwell stated 3. There is a new player and he is anxious to hear from them. This new player has an approach he thinks will be very appealing. It is somebody he knows well. He will not be the one to make that decision but if we don't get some responses in soon they won't have time to be finished by January 2025. He sees the possibility of getting an extension to get it finished March 2025 and still be effective January 2025 but it is a domino effect. Certain things have to happen and if you don't get moving you won't have a reassessment as of January 1, 2025. We will get out of the 4 year cycle and things are changing much too rapidly to go to a 5 or 6 year cycle. They are changing rapidly in the land use value assessment. That needs to be looked at. It cannot be looked at until they do a reassessment.

Vice Chairman Gill stated to go longer the rates will increase will be greater so this would be a more gradual approach to do it in 4 years verses 5 to 6 years.

Commissioner Blackwell stated he is concerned a little bit but doesn't want to speculate. Their assessment ration is lower than it ought to be and it is going to keep dropping when they look at the 2023 numbers at the end of the year then we need to get through 2024.

Supervisor Magruder stated part of that is the forest land didn't change any value at all and that was critical. Tax rate equalizes that so you can't adjust it more than 1%. He would like to check on this report this weekend get an answer back. If they want to proceed with an RFP that's fine.

Chairman Akers stated he would like to review the RFP if they can get it sent to them. They can take action at the October meeting.

Commissioner Blackwell stated he believes it was in the July package.

Supervisor Magruder stated he thinks they have seen it once.

Commissioner Blackwell stated it hasn't been changed. He would like to address the land value issue. HE takes them back to 2020 when they were doing the work for the last reassessment. HE knows it was not a perfect reassessment but remember it was done in the absolute middle of COVID. During that assessment they didn't know, the assessor didn't know what was going to happen because of COVID. Concessions, decisions were made to leave land unchanged, commercial values relatively unchanged but we knew the building materials, cost of building homes had gone up so the increases that they saw were improved values. They know that land values need to be looked at. They will be going up in the next reassessment.

Vice Chairman Gill stated he just pulled up the July report and it is not in there.

Commissioner Blackwell stated he doesn't remember when it was but it was a previous attachment. If he is wrong he apologizes.

Administrator Rounds stated she sees it reference in the July report as a decision needed on an RFP draft. She can get it to the Board.

Supervisor Smith stated even if the Middle Peninsula Planning District comes up with a plan you need 18 months to do a reassessment. Who would be the first to go when you get that group of 5 counties to agree. That was the problem last time. We can't put it off. They may come up with a plan, the MPPD, but he doesn't think will work. He has been through it twice and it has not worked yet.

Chairman Akers asked if they could agree to get the RFP to review it and have a vote in October.

Supervisor Smith stated that was his directive but he will make a motion if he has to.

Supervisor Johnson asked if he already had it written?

Chairman Akers stated yes but they haven't reviewed it.

Commissioner Blackwell stated in his opinion he doesn't see why they need to review the RFP. Take a look at it but doesn't understand why they would wait until October to approve sending it out.

Supervisor Smith stated it is because John won't agree to do it tonight. He stated he would make a motion to send out the RFP tomorrow if the board will agree to it.

Supervisor Johnson stated he would second that.

Commissioner Blackwell stated his recommendation is to have the County Attorney look at it to make sure it is not saying anything we shouldn't say but it is pretty much boiler plate. The responses we get back may say we aren't going to do it that way but we have can offer this. If we don't have an RFP on the street the appraisers won't know, they will get to a point of no return and they will say we can't do it for 2025 but can do it for 2026. In his opinion that is detrimental to Essex County.

Chairman Akers stated a motion has been made and properly seconded.

Vice Chairman Gill stated he would caveat that motion with legal review of the RFP per the Commissioners recommendation.

Supervisor Smith amended his motion to include review by Attorneys. Supervisor Johns seconded the motion. AYES: 4 NAYES: 1 ABSENT: 0

Commissioner Blackwell stated he will continue to work with the people in Gloucester and anybody at the MPPD to get the information that Mr. Magruder would like.

Supervisor Johnson asked if they needed to discuss VACO.

Administrator Rounds stated she would send out an email but his room is already set.

ADJOURN

Supervisor Smith made the motion to adjourn the meeting. Vice Chairman Gill Seconded. Chairman Akers Adjourned the meeting.

Chairman

Clerk of the Board