

**VIRGINIA:** County of Lee, to-wit:

At the Regular Meeting of the Lee County Board of Supervisors in the General District Courtroom of the Lee County Courthouse on January 18, 2022 at 5:30 p.m. thereof.

MEMBERS PRESENT: D. D. Leonard, Chairman  
Sidney Kolb  
Larry Mosley  
Charles Slemp, Jr.  
Robert Smith

MEMBERS ABSENT: None

OTHERS PRESENT: Dane Poe, County Administrator  
Jeny Hughes, Administrative Assistant

OTHERS ABSENT: Stacy Munsey, County Attorney

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### **INVOCATION**

Dane Poe, County Administrator, led in the Invocation.

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### **PLEDGE TO THE FLAG**

Larry Mosley led the Pledge to the Flag.

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### **MEETING CALLED TO ORDER**

The meeting was called to order at 5:36 p.m.

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### **ELECTION OF CHAIRMAN**

It was moved by Mr. Kolb, seconded by Mr. Smith, to elect D.D. Leonard as Chairman for 2022. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemp, Mr. Smith

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## **ELECTION OF VICE-CHAIRMAN**

It was moved by Mr. Smith, seconded by Mr. Kolb, to elect Larry Mosley as Vice-Chairman for 2022. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemph, Mr. Smith

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## **ESTABLISH TIME, DATE AND PLACE OF REGULAR MEETING**

It was moved by Mr. Kolb, seconded by Mr. Smith, to establish regular monthly meetings on the third Tuesday of each month at 5:30 p.m. in the General District Courtroom of the Lee County Courthouse. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemph, Mr. Smith

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## **RULES OF PROCEDURE**

It was moved by Mr. Kolb, seconded by Mr. Slemph, to adopt the following Rules of Procedure. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemph, Mr. Smith

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## **RULES OF PROCEDURE**

### **LEE COUNTY BOARD OF SUPERVISORS**

#### **Section I – Meeting**

##### **Section 1-1: When and where regular meetings held**

The date, time and place of the regular Board of Supervisors meeting shall be established at the January annual meeting. Should the Board subsequently prescribe any meeting time or place other than that initially established, it shall comply with Section 15.2-1416 of the Code of Virginia, as amended. (1)

##### **Section 1-2: Special Meetings**

The Board of Supervisors may hold such special meetings, as it deems necessary, at such time and place as it may find convenient; and it may adjourn from time to time as it may find convenient and/or necessary. A special meeting of the Board of Supervisors shall be called pursuant to, and in full compliance with, Sections 15.2-1417 and 15.2-1418 of the Code of Virginia, as amended. (2)

Section 1-3: Annual/semi-annual meetings

The first meeting held after the newly elected members of the governing body shall have qualified and the first meeting held in the corresponding month of each succeeding year shall be known as the annual meeting. (3)

Section 1-4: Quorum and method of voting

At any meeting a majority of the Supervisors shall constitute a quorum. (4) All questions submitted to the Board for decision shall be determined by a voice vote of a majority of the Supervisors voting on any such question, unless otherwise provided by law. (5) The name of each member voting and how he or she voted must be recorded. (6)

Section 1-5: Member absenting himself from meeting prior to adjournment

After the name of any member of the Board has been recorded as present at any meeting of the Board, a member shall not leave the meeting previous to adjournment unless by consent of the Board.

Section 1-6: Board to sit with open doors

The Board of Supervisors shall sit with open doors and all persons conducting themselves in an orderly manner may attend meetings; (7) provided, however, that Board may hold closed meetings as permitted by law. (8)

**Section II – Officers**

Section 2-1: Chair and Vice-Chair

At the annual meeting of the Board of Supervisors, the Board shall elect from its membership a Chair and a Vice-Chair in accordance with the provisions of Section 15.2-1422 of the Code of Virginia, as amended. The term of office for the Chair and Vice-Chair shall be for one (1) year, but they may be re-elected. In the case of the absence from any meeting of the Chair and Vice-Chair, the members present shall choose one of their number as temporary Chair, provided those members constitute a quorum. (9)

Section 2-2: Chair may administer oaths

The Chair shall have power to administer an oath to any person concerning any matter submitted to the Board or connected with its' powers and duties. (10)

Section 2-3: Clerk (duties, etc.)

The Clerk for the Board shall be the County Administrator and his/her duties and responsibilities shall be as set out in Section 15.2-1540 of the Code of Virginia, as amended. The Clerk may appoint a deputy as recording secretary if needed.

Section 2-4: Preservation of order

At meetings of the Board the presiding officer shall preserve order and decorum (11) and may require the Sheriff of Lee County, or at the Sheriff's option, a deputy to attend meetings of the Board to preserve order.

**Section III – Conduct of Business**

Section 3-1: Order of business

At meetings of the Board, subject to rearrangement by the Chair, absent an objection by the full Board, the order of business shall be as follows:

- (A) Call of order and roll call of members
- (B) Departmental Reports
- (C) Public hearings
- (D) Reports, requests, and recommendations of other departments
- (E) Citizens expression
- (F) Submission and approval of the minutes of the preceding meeting
- (G) Approval of Refunds
- (H) Approval of Warrant List
- (I) Delegations
- (J) Finance
- (K) Unfinished business
- (L) New business
- (M) Reports, requests and recommendations of the County Attorney
- (N) Reports, requests and recommendations of the County Administrator
- (O) Communications and instructions of members of the Board

When any matter is made the special order of business for a future meeting, it shall at such meeting take priority of all other business except the approval of the minutes of the last meeting.

Section 3-2: Manner of addressing Board generally; speaking only on question before Board

(A) When any person, including Board Members, speaks to the Board, that person shall address the Chair and shall speak directly to the question before the Board.

(B) No person in attendance at a meeting of the Board shall be permitted to address the Board while the members are considering any Motion, Resolution or Ordinance preliminary to a vote on the same except at the discretion of the Chair.

(C) No Board Member shall engage in discussion or ask questions of those addressing the Board without first being recognized by the Chair.

Section 3-3: Use of offensive language or gestures; sectarian or political discussion

No member of the Board shall, in debate at any meeting of the Board, use any language or gesture calculated to offend or insult another member. No discussion of sectarian or partisan character shall be allowed at meetings of the Board. (12)

Section 3-4: Priority in speaking to Board

When two or more members wish to speak at the same time, the Chair shall name the person who shall speak first. (13)

Section 3-5: Speaking more than once on same subject

In any debate before the Board, no member of the Board shall speak more than once on the same question until all the others have spoken who desire to do so, nor more than twice on the same question, unless consent of the Board has been given. (14)

Section 3-6: Form of petitions, etc.

Every petition, communication or address to the Board shall be respectful language and, except in cases where it is otherwise allowed, shall be in writing.

Section 3-7: Motions

No proposition shall be entertained by the Chair until a Motion for the same has been duly made. The Chair may make a Motion without vacating the Chair. (15)

Section 3-8: Decisions on points of order

The Chair, when presiding at a meeting of the Board, without vacating the Chair, may give reasons for any decision made on any point of order and such decision shall be made without debate. (16)

Section 3-9: Same, appeal to Board

Any member of the Board may appeal to the Board regarding the decision of the Chair on any question of order, a majority vote of those present being necessary to overrule the Chair. (17)

Section 3-10: Motion to adjourn

At a meeting of the Board, a Motion to adjourn shall always be in order and shall be decided without debate. (18)

Section 3-11: Voting on appointments to office

Every appointment by the Board shall be by voice vote, recorded by name in the Minutes of the Board of Supervisors. (19)

Section 3-12: Suspending rules

The rules of the Board may be suspended with the concurrence of four-fifths (4/5) of the members present. (20)

Section 3-13: Roberts Rules of Order

The proceedings of the Board, except as otherwise provided in applicable State law, shall be governed by Roberts Rules of Order, Newly Revised.

**Section IV – Public Hearings**

Section 4-1: Speakers

At every public hearing, speakers wishing to address the Board shall clearly state their name and address and shall be subject to a time limitation of three (3) minutes per individual or five (5) minutes for an individual representing a group, or such other limitation as the Board, in its' discretion, may impose. Each speaker shall be limited to one appearance at each public hearing.

Section 4-2: Members' participation

Board Members shall limit their comments in public hearings to insure participation by the public without Board interference.

Section 4-3: Close of hearing

When a public hearing shall have been closed by the order of the Chair of the Board, no further public comments are in order.

## Section V – Agenda

### Section 5-1(A): Preparation

The Clerk shall prepare an Agenda for each regular meeting conforming to the order of business specified in Section 3-1 under Order of Business. Except where emergency circumstances require otherwise, every item to be placed on the Agenda shall be received in the Office of the County Administrator by 10:00 a.m. on the Tuesday prior to any regular meeting of the Board.

### Section 5-1(B): Notification

Any member absent from a meeting shall be notified of a recessed meeting, including place, time and items to be placed on the Agenda.

### Section 5-2: Delivery

The Agenda shall be mailed, or hand delivered, to each Member of the Board and the Attorney to the Board at least six (6) days prior to the meeting.

### Section 5-3: Request to appear before the Board of Supervisors

Any citizen (individual, firm, association, or corporation) desiring to appear before the Board of Supervisors to request Board action on any matter shall make such request to the Clerk or Agent as provided; however, no request shall be required in order to speak to the Board during the Citizens' Expression period.

Note: The purpose of the Citizens' Expression period at each regular meeting is to give all citizens an opportunity to appear before the Board to voice their opinions on matters of concern to them over which the Board has influence. Sections 4-1, 4-2 and 4-3 of these Rules of Procedure regarding public hearings will also apply to the Citizens' Expression period. This period should not be used to request specific Board action at that meeting. (See Section 5-3) If Board action is indicated as a result of information provided during this period, the matter should be placed on the Agenda for a future Board meeting.

## **NOTES**

1. Code of Virginia, as amended, Section 15.2-1416.
2. Code of Virginia, as amended, Section 15.2-1417 and 1418.
3. Code of Virginia, as amended, Section 15.2-1416.
4. Code of Virginia, as amended, Section 15.2-1415.
5. Code of Virginia, as amended, Section 15.2-1420.
6. Constitution of Virginia, Article VII, Section 7.

7. Code of Virginia, as amended, Section 2.2-3707.
8. Code of Virginia, as amended, Section 2.2-3711.
9. Code of Virginia, as amended, Section 15.2-1422.
10. Code of Virginia, as amended, Section 15.2-1410.
11. The Virginia Local Legislator, Virginia Municipal League, Virginia Association of Counties, and the Institute of Government, University of Virginia, (1972) pp. 62-63.
12. Roberts, pp. 386-389.
13. Roberts, pp. 28-31.
14. Roberts, pp. 42-43.
15. Roberts, pp. 477-478.
16. Roberts, pp. 214-215.
17. Roberts, pp. 254-259.
18. Roberts, pp. 67-68, 234-240.
19. Roberts, pp. 43-50, 403-405.
20. Roberts, pp. 259-265.

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**PUBLIC HEARINGS**

**PROPOSED AMENDMENT TO THE LEE COUNTY PROCUREMENT  
POLICIES AND PRACTICES ORDINANCE**

The Lee County Board of Supervisors held a Public Hearing on Tuesday, January 18, 2022 at 5:30 p.m. in the General District Courtroom of the Lee County Courthouse located in Jonesville, Virginia. The purpose of the Public Hearing was to take public comment on a proposed amendment to the Lee County Procurement Policies and Practices ordinance currently in effect. The proposed amendment would allow the procurement of Design-Build contracts for construction projects.

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The Chairman opened the floor for public comment.

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There was no public comment.

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The Chairman closed the floor for public comment.

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It was moved by Mr. Mosley, seconded by Mr. Slemph, to adopt the amendment to the Lee County Procurement Policies and Practices Ordinance. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemph, Mr. Smith

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**PROPOSED AMENDMENT TO THE LEE COUNTY  
PROCUREMENT POLICIES AND PRACTICES ORDINANCE  
January 18, 2022**

The proposed amendment would add the following sections to the Procurement Policies and practices ordinance:

**Sec. 12-24 Design-build contracts authorized.**

In accordance with the provisions of Chapter 43.1 Construction Management and Design-Build Contracting, being § 2.2-4378 et seq. of the Code of Virginia 1950, as amended, and consistent with the procedures adopted by the Secretary of Administration utilizing Design-Build, the Lee County Board of Supervisors hereby adopts the following procedures for the procurement of Design-Build contracts, as defined in § 2.2-4379, which shall be followed by the County of Lee, Virginia.

**Sec. 12-24-1 Legislative Authority.**

12-24-1 a. Generally: Section 2.2-4300 et seq. the Virginia Public Procurement Act and Section 2.2- 4378 et seq. Construction Management and Design-Build Contracting, and specifically:  
Section 2.2-4301 and 2.2-4379: Definitions of design-build contract and other key terms;  
Section 2.2-4303(D)(4): Exceptions to competitive sealed bidding;  
Section 2.2-4378 Purpose; applicability;  
Section 2.2-4382 Design-Build Procedures for local public bodies; and  
Section 2.2-4383 Reporting Requirements for all Public Bodies relating to design build contracting

Any reference in these Design-Build Procedures to the Code of Virginia or other relevant Federal, State or local law is incorporated in whole herein by reference as in effect at the time of the Solicitation or Contract as such statutory provisions may be amended or replaced by any statute dealing with the same or similar subject matter.

**Sec. 12-24-2 General**

A design-build contract is a contract between a public body and another party in which the party contracting with the public body agrees to both design and build the structure,

roadway or other item specified in the contract. The County may contract to secure Design-Build projects on a fixed price or not-to-exceed price basis in accordance with Virginia Code § 2.2-4382(A), the requirements of that section and the Design-Build Code Requirements, and the procedures adopted by the Virginia Secretary of Administration for utilizing design-build or construction management contracts. The County is authorized to use competitive negotiations to procure Design-Build contracts when it determines in advance, and sets forth in writing, that competitive sealed bidding is not practicable or fiscally advantageous to the public, which writing shall document the basis for this determination.

### **Sec. 12-24-3 Procedure for Approval.**

- a. Prior to making a determination as to the use of design-build or construction management for a specific construction project, the public body shall have in its employ or under contract a licensed architect or engineer with professional competence appropriate to the project who shall advise the public body regarding the use of design-build or construction management for that project and who shall assist the public body with the preparation of the Request for Proposal and the evaluation of such proposals.
  
- b. Prior to taking any action, the County Board of Supervisors shall approve the use of a Design-Build contract. The approval shall justify and substantiate that Design-Build is more advantageous than a competitive sealed bid construction contract with a general contractor and shall indicate how the County will benefit from using Design-Build. The approval shall also include a written justification that sealed bidding is not practicable and/or fiscally advantageous. These justifications for the use of Design-Build shall be stated in the Request for Proposals.

### **12-24-4. General Procedures**

The Design-Build procurement shall be consistent with the procurement of nonprofessional services through competitive negotiation and shall also require Requests for Proposals to include and define the criteria of such construction project in areas such as site plans; floor plans; exterior elevations; basic building envelope materials; fire protection information plans; structural, mechanical (HVAC), and electrical systems; and special telecommunications; and may define such other requirements as the County determines appropriate for that particular construction project. Design-build construction projects shall include a two-step competitive negotiation process consistent with the standards established by the Division of Engineering and Buildings of the Department of General Services for state agencies. The County shall appoint an Evaluation Committee (“Committee”) which shall consist of at least three members from the County, including a licensed design professional, if possible. In addition to the County members, the Committee shall include a licensed professional engineer or architect. The County shall

contact the County Attorney's Office (CAO) to determine whether a representative from the CAO should be involved.

#### **12-24-5. Selection Procedures**

On projects approved for Design-Build, procurement of the contract shall be a two-step competitive negotiation process. The following procedures shall be used in selecting a design build contractor and awarding a contract:

1. Selection of Qualified Offerors (STEP I): On projects approved for Design-Build, the County shall conduct a prequalification process as follows to determine which offerors are qualified to receive Request for Proposals (RFPs).
  - a. The County shall prepare a Request for Qualifications ("RFQ") containing the County's Facility Requirements, building and site criteria, site and survey data (if available), the criteria to be used to evaluate RFQ Responses and other relevant information, including any unique capabilities or qualifications that will be required of the contractor. All offerors shall have a licensed Class "A" contractor and an Architect or Engineer registered in the Commonwealth of Virginia as part of the Project Team.
  - b. The RFQ shall be posted in accordance with the current standards for the posting of public bids in the Virginia Code and in accordance with the latest edition of the Construction and Professional Services Manual. The County shall include in the RFQ if responses may be submitted electronically and/or via paper response.
  - c. The Committee shall evaluate each offeror's RFQ responses and any other relevant information and shall determine which offerors are fully qualified and suitable for the project.
  - d. The RFQ evaluation shall result in a short list of three to five offerors to receive the RFP. If available, the short list shall include a minimum of one DSBSD-Certified Small Business that meets the minimum requirements for prequalification. An offeror may be denied prequalification only as specified under Virginia Code § 2.2- 4317, but the short list shall also be based upon the RFQ criteria.
  - e. The RFQ evaluation process shall evaluate an offeror's experience for a period of ten prior years to determine whether the offeror has constructed, by any method of project delivery, at least three projects similar in program and size.
  - f. At least 30 days prior to the date established for the submission of proposals, the County shall advise in writing each offeror which sought prequalification whether that offeror has been prequalified. Prequalified offerors that are not selected for

the short list shall likewise be provided the reasons for such decision. In the event that an offeror is denied prequalification, the written notification to such offeror shall state the reasons for such denial of prequalification and the factual basis of such reasons.

2. Selection of Design Build Contractor (STEP II):
  - a. The County shall send an RFP to the design-build offerors on the short list for the project and request formal proposals from them. The criteria for award shall be included in the RFP. The County shall include in the RFP if responses may be submitted electronically and/or via paper response.
  - b. Sealed Technical Proposals as described in the RFP shall be submitted to the Committee. Separately-sealed Cost Proposals shall be submitted to the County Administrator, and shall be secured by and kept sealed until evaluation of the Technical Proposals and the design adjustments are completed.
  - c. The Committee will evaluate the Technical Proposals based on the criteria contained in the RFP. It will inform each Design-Build offeror of any adjustments necessary to make its Technical Proposal fully comply with the requirements of the RFP. In addition, the County may require that offerors make design adjustments necessary to incorporate project improvements and/or additional detailed information identified by the Committee during design development.
  - d. Based on the adjustments made to the Technical Proposals, the offeror may amend its Cost Proposal. In addition, an offeror may submit cost modifications to its original sealed Cost Proposal which are not based upon revisions to the Technical Proposals.
  - e. The Committee shall evaluate (and rank if technical rankings are to be considered as a criteria for award) the technical proposals. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified, or that one offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that offeror after approval of the Board of Supervisors. Otherwise, the County shall open the cost proposals and apply the criteria for award as specified in the RFP and approved by the Board of Supervisors.
  - f. The Committee shall make its recommendation for the selection of a design build contractor to the County head based on its evaluations of the technical and cost proposals and all amendments thereto. The contract shall be awarded to the

offeror who is fully qualified and has been determined to have provided the best value in response to the Request for Proposal.

- g. The County shall notify the Board of Supervisors and the County's Purchasing Agent of its selection of the Design build contractor and shall request authority to award a contract by processing the notice of award and providing supporting documents, to the purchasing division.
- h. The County will notify all offerors who submitted proposals which offeror was selected for the project. In the alternative, the County may notify all offerors who submitted proposals of the County's intent to award the contract to a particular offeror at any time after the County head has selected the Design-Build contractor. When the terms and conditions of multiple awards are so provided in the RFP, awards may be made to more than one offeror.
- i. Upon request, documentation of the process used for the final selection shall be made available to the unsuccessful proposers.

**Sec. 12-24-7. Basis of Award**

The basis of the award of the contract shall be in accordance with applicable law including without limitation the Design-Build Code Requirements and the criteria for the award shall be submitted to the County Administrator, in advance, for approval. It is noted that cost is a critical component of the selection process. Guidance on methods for award can be found in the Construction and Professional Services Manual.

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**DEPARTMENTAL REPORTS**

Written departmental reports for Building Inspections, E-911, Extension Office and the Works Program were included in the packet.

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**CONSTITUTIONAL OFFICERS**

**TREASURER'S REPORT**

The Treasurer's Report for the month of January 2022 was submitted as follows:

Revenues	\$ 7,600,660.33
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Expenditures	\$ 6,939,702.64
General Fund	\$ 13,459,881.56
Total Assets and Liabilities	\$ 18,467,438.44

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### **PUBLIC EXPRESSION**

The Chairman opened the floor for public comment and advised that each speaker would be limited to a three-minute time-period for individuals, and five-minute time-period for a group.

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There was no public comment.

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The Chairman closed the floor for public comment.

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### **APPROVAL OF MINUTES**

It was moved by Mr. Kolb, seconded by Mr. Mosley, to approve the minutes of the December 14, 2021 Recessed Meeting and December 21, 2021 Regular Meeting. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemph, Mr. Smith

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### **APPROVAL OF REFUNDS**

It was moved by Mr. Mosley, seconded by Mr. Smith, to approve a refund to Ally Financial in the amount of \$823.91. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemph, Mr. Smith

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### **PAYROLL**

The County Administrator reports that payroll warrants have been issued.

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**APPROVAL OF DISBURSEMENTS**

It was moved by Mr. Smith, seconded by Mr. Mosley, to approve the disbursements for the month of January, in the amount of \$221,119.91. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Leonard, Mr. Mosley, Mr. Slempp, Mr. Smith

VOTING NO: Mr. Kolb

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**FINANCE**

**SUPPLEMENTAL APPROPRIATIONS**

**SHERIFF DEPARTMENT**

It was moved by Mr. Mosley, seconded by Mr. Smith, to approve the following Supplemental Appropriation in the amount of \$5,000.00. Upon the question being put the vote was as follows.

Revenue Source:		
3-001-23020-0025	Senior Wellness Program	\$ 5,000.00
Expense:		
4-001-31200-3155	Senior Wellness Program	\$ 5,000.00

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slempp, Mr. Smith

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**SHERIFF DEPARTMENT**

It was moved by Mr. Mosley, seconded by Mr. Smith, to approve the following Supplemental Appropriation in the amount of \$1,883.00. Upon the question being put the vote was as follows.

Revenue Source:		
3-001-23020-0009	Sheriff Miscellaneous Grants	\$ 1,883.00
Expense:		
4-001-31200-3145	Sheriff Miscellaneous Grants	\$ 1,883.00

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slempp, Mr. Smith

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**SHERIFF DEPARTMENT**

It was moved by Mr. Mosley, seconded by Mr. Smith, to approve the following Supplemental Appropriation in the amount of \$24,052.00. Upon the question being put the vote was as follows.

Revenue Source:		
3-001-23020-0009	Sheriff Miscellaneous Grants	\$24,052.00
Expense:		
4-001-31200-5875	DCJS-Taser Grant	\$24,052.00

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slempp, Mr. Smith

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**SHERIFF DEPARTMENT**

It was moved by Mr. Mosley, seconded by Mr. Smith, to approve the following Supplemental Appropriation in the amount of \$1,185.00. Upon the question being put the vote was as follows.

Revenue Source:		
3-001-23020-0026	LOLE-Law Enforcement Block Grant	\$ 1,185.00
Expense:		
4-001-31200-5865	Law Enforcement Block Grant	\$ 1,185.00

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slempp, Mr. Smith

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**FINES AND FORFEITURES**

It was moved by Mr. Mosley, seconded by Mr. Smith, to approve the following Supplemental Appropriation in the amount of \$3,950.15. Upon the question being put the vote was as follows.

Revenue Source:		
3-007-14010-0004	State Forfeiture Proceeds	\$ 3,950.15



Expense:  
4-007-94100-5840                      State Forfeiture Proceeds                      \$ 3,950.15

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slempp, Mr. Smith

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### **FINES AND FORFEITURES**

It was moved by Mr. Mosley, seconded by Mr. Smith, to approve the following Supplemental Appropriation in the amount of \$470.48. Upon the question being put the vote was as follows.

Revenue Source:  
3-007-14010-0015                      CWA State Asset Forfeiture                      \$ 470.48

Expense:  
4-007-94300-5850                      CWA State Forfeiture Proceeds                      \$ 470.48

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slempp, Mr. Smith

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### **QUARTERLY APPROPRIATIONS**

It was moved by Mr. Mosley, seconded by Mr. Kolb, to approve Resolution 22-001. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slempp, Mr. Smith

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### **LEE COUNTY BOARD OF SUPERVISORS APPROPRIATIONS RESOLUTION FISCAL YEAR ENDING JUNE 30, 2022 22-001**

**WHEREAS**, the Lee County Board of Supervisors has approved the Headstart Budget, Lee County Public School Budget and Virginia Public Assistance Budget for FY2021-22; and

**WHEREAS**, it is now necessary to appropriate sufficient funds for the contemplated expenditures as they are contained in the Headstart, Lee County Public School and Virginia Public Assistance Budgets;

**NOW, THEREFORE, BE IT RESOLVED**, that the following activities, 25% of the amount shown is appropriated for a 3-month period ending March 31, 2022

**HEADSTART**

Federal Funds	\$ 1,553,635
TOTAL HEADSTART	\$ 1,553,635

**VIRGINIA PUBLIC ASSISTANCE**

Federal/State Funds	\$ 9,275,139
Local Funds	<u>1,426,036</u>
TOTAL VIRGINIA PUBLIC ASSISTANCE	\$ 10,701,175

**LEE COUNTY PUBLIC SCHOOLS**

Federal, State & Other Funds	\$41,163,965
Local Funds	<u>4,975,422</u>
TOTAL LEE COUNTY PUBLIC SCHOOLS	\$46,139,387

1. The Lee County Treasurer is hereby authorized and directed to transfer sums as needed to meet expenses already incurred. The transfer will be from the General Fund to the Headstart, Public School and Virginia Public Assistance funds and will not exceed the foregoing one and three months appropriations.

The Lee County Treasurer is also directed to revert all unexpended balances of the Headstart, Public School and Virginia Public Assistance Funds to the General Fund as of the beginning and ending of Fiscal Year 2021-2022.

**TOTAL FY 2021-22 BUDGET                      \$74,581,344**

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**OLD BUSINESS**

**BRIGHTMINDS INVOICE**

It was moved by Mr. Kolb, seconded by Mr. Mosley, to take this matter into closed session. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemp, Mr. Smith

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**PARKING LOT CONSTRUCTION**

Mr. Kolb asked why this item was still on the agenda.

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Mr. Poe stated that this has been needed to be done for five years, and with the adoption of the Design-Build procurement method the Board may wish to proceed.

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Mr. Kolb asked if the County would still have to go through Thompson and Litton.

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Mr. Poe stated there has to be a licensed engineer or architect employed or under contract to oversee the project.

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Mr. Kolb asked who would need to give the engineer direction.

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Mr. Poe stated that the first step would be to get an engineer under contact, and have them advise the Board on the Design Build process.

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It was moved by Mr. Kolb, seconded by Mr. Mosley, to have Thompson and Litton give the County a quote on overseeing this project. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemp, Mr. Smith

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**NEW BUSINESS**

**BOARD APPOINTMENTS**

**LONESOME PINE OFFICE ON YOUTH**

It was moved by Mr. Kolb, seconded by Mr. Mosley, to appoint Melissa Rogers to a four-year term on the Lonesome Pine Office on Youth. Ms. Rogers' term will expire September 30, 2025. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemp, Mr. Smith

---

**LONESOME PINE OFFICE ON YOUTH**

It was moved by Mr. Mosley, seconded by Mr. Kolb, to table this appointment. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemp, Mr. Smith

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**SOUTHWEST VIRGINIA EMERGENCY MEDICAL SERVICES**

It was moved by Mr. Smith, seconded by Mr. Mosley, to re-appoint Freda Ayers to a one-year term on the Southwest Virginia Emergency Medical Services Board. Ms. Ayers' term will expire December 31, 2022. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemp, Mr. Smith

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**UPPER TENNESSEE RIVER ROUNDTABLE**

It was moved by Mr. Kolb, seconded by Mr. Mosley, to re-appoint Jolene Lambert to a two-year term on the Upper Tennessee River Roundtable and to re-appoint Phil Hensley as alternate. Ms. Lambert and Mr. Hensley's terms will expire December 31, 2023. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemp, Mr. Smith

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**WOODWAY WATER AUTHORITY**

It was moved by Mr. Mosley, seconded by Mr. Smith, to appoint Chad Allen to an un-expired term on the Woodway Water Authority. Mr. Allen's term will expire September 30, 2023. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemph, Mr. Smith

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**RESOLUTION AND AMENDED AGREEMENT FOR CITY OF BRISTOL'S  
ADMITTANCE TO THE SOUTHWEST VIRGINIA REGIONAL JAIL**

Mr. Poe presented the Board with a Resolution approving the joinder of the City of Bristol, Virginia to the Southwest Virginia Regional Jail Authority. The City of Bristol has agreed to the following terms and conditions to effect this joinder:

1. City of Bristol will pay for all legal/financial fees needed to facilitate the agreement.
2. City of Bristol will purchase two vans to transport inmates between Bristol and the Abingdon facility.
3. The Authority will interview, with the intention of hiring, Bristol's current jail employees that do not stay with the Sheriff's Department. All employee hire dates will be transferred for leave accrual basis along with 12 weeks or less of previously accrued sick leave time. One week previously accrued PTO/Vacation will be transferred. If there is a reason a specific individual cannot be hired by the Authority, the City of Bristol will be notified.
4. Debt Services: The City of Bristol will be billed based upon their actual inmate count or the minimum of 200, whichever is higher.
5. Cit of Bristol will pay a premium of \$2.75 per inmate, per day, on a guaranteed 200 inmates for 10 years. The annual premium amount of \$22,750.00 will be paid directly to the other member localities at year end with the annual reconciliation. Payment to the localities will be based upon each locality's actual inmate count.

Mr. Poe also gave the Board a copy of the Consolidated Amendment and Consent Agreement for this transaction.

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Mr. Mosley asked if the daily premium of \$2.75 was in addition to the daily rate.

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Mr. Poe stated that it is in addition to the daily rate.

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Mr. Kolb stated that he had been approached by someone from the ministry, and they have been not allowed in the jail for some time, and the jail only allows a limited number of inmates out a couple days a week to pick up trash. He would like for the ministries to be able to get back into the jail and for the inmates to be allowed out four or five days a week.

---

Mr. Poe stated that covid cases are on a rapid increase and he feels that could have an impact on the jail allowing people in and out.

---

It was moved by Mr. Kolb, seconded by Mr. Smith, for Mr. Poe to draft a letter to the Regional Jail regarding inmates being allowed out more days a week and for the ministries to be allowed into the jail. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemp, Mr. Smith

---

It was moved by Mr. Mosley, seconded by Mr. Kolb, to adopt Resolution 22-002 and to approve the Consolidated Amendment and Consent Agreement for the City of Bristol to join the Southwest Virginia Regional Jail Authority. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemp, Mr. Smith

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**RESOLUTION OF LEE COUNTY, VIRGINIA APPROVING THE  
JOINDER OF CITY OF BRISTOL, VIRGINIA AS MEMBER OF THE  
SOUTHWEST VIRGINIA REGIONAL JAIL AUTHORITY  
22-002**

WHEREAS, the Southwest Virginia Regional Jail Authority (the “Authority”) is a public instrumentality of the Commonwealth of Virginia created pursuant to Article 3.1, Chapter 3, Title 53.1, Code of Virginia of 1950, as amended (the “Act”) by resolutions duly adopted by the governing bodies of the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington and Wise and the City of Norton (collectively, the “Member Jurisdictions”) for the purpose of developing regional jail facilities (collectively, the “Regional Jail”) to be operated on behalf of the Member Jurisdictions by the Authority; and,

WHEREAS, the Authority and the Member Jurisdictions have entered into a Southwest Virginia Regional Jail Authority Service Agreement, dated February 1, 2003, which was amended to include Tazewell County, Virginia by an Amended Service

Agreement, dated as of July 1, 2005 (together, the “Service Agreement”), pursuant to which the Authority constructed the Regional Jail and obtained financing therefor; and,

WHEREAS, the Authority has issued and sold to the Virginia Resources Authority (“VRA”), a public body corporate and political subdivision of the Commonwealth of Virginia, its \$65,955,000 Jail Facilities Revenue and Refunding Bond, Series 2013, as amended by an Allonge in connection with the 2020 Bond as described below (the “2013 Bond”), the proceeds of which, together with other available funds, were used to finance and refinance the construction of the Regional Jail; and,

WHEREAS, VRA purchased the 2013 Bond from a portion of the proceeds of its Series 2013A VRA Bonds pursuant to a Local Bond Sale and Financing Agreement dated as of April 4, 2013, between VRA and the Authority, as amended (the “2013 Local Bond Sale and Financing Agreement”); and,

WHEREAS, the Authority has also issued and sold to VRA its \$37,880,000 Regional Jail Facility Revenue and Refunding Bond, Series 2020 (the “2020 Bond”), the proceeds of which, together with other available funds, were used to refund a portion of the 2013 Bond; and,

WHEREAS, VRA purchased the 2020 Bond from a portion of the proceeds of its Series 2020A VRA Bonds in accordance with the terms of a Local Bond Sale and Financing Agreement dated as of April 14, 2020, between VRA and the Authority (the “2020 Local Bond Sale and Financing Agreement”); and,

WHEREAS, VRA’s purchase of the 2013 Bond and the 2020 Bond were also conditioned upon each of the Member Jurisdictions undertaking non-binding obligations to appropriate from time-to-time moneys to the Authority in connection with payments due on the 2013 Bond and the 2020 Bond if needed; and,

WHEREAS, the County of Lee (the “County”) entered into such a non-binding obligation to appropriate funds in connection with the 2013 Bond and the 2020 Bond in its Amended and Restated Support Agreement dated as of June 1, 2020 (the “Local Support Agreement”) between the County, the Authority and VRA pursuant to the contribution formula provided in the Service Agreement; and

WHEREAS, the City Council (the “City Council”) of the City of Bristol, Virginia (“Bristol”) has determined that the most cost-effective method to finance its jail facility needs is to join the Authority as a member jurisdiction and access the Regional Jail as a full member and has requested the same of the Authority; and,

WHEREAS, pursuant to the Service Agreement, consent from each of the existing Member Jurisdictions is required for the joinder of a new member and any related amendment to the Service Agreement in connection therewith and, pursuant to the 2013 Local Bond Sale and Financing Agreement and 2020 Local Bond Sale and Financing Agreement, written consent from VRA is required for the same; and,

WHEREAS, the Authority at its regular meeting on October 19, 2021, approved the joinder of Bristol as a Member Jurisdiction, the execution and delivery of the Second Amended Service Agreement (the “Second Amended Service Agreement”) amending and restating the Service Agreement to provide that Bristol receive the services and payments pursuant to the formula set forth in the Second Amended Service Agreement and the execution and delivery of the Bristol Support Agreement to secure Bristol’s share of debt service payments under the 2013 Bond and the 2020 Bond; and,

WHEREAS, the Second Amended Service Agreement is intended to include Bristol as a Member Jurisdiction of the Authority and does not disrupt, disturb, or otherwise impair the provisions of the Service Agreement which was used to secure the 2013 Bond and 2020 Bond.

BE IT RESOLVED, by the Board of Supervisors of Lee County, Virginia (the “County”), subject to compliance with the 2013 Local Bond Sale and Financing Agreement and the 2020 Local Bond Sale and Financing Agreement and the written consent of VRA, to-wit:

1) The joinder or addition of Bristol to the Authority pursuant to Va. Code § 53.1-95.5 as a Member Jurisdiction is hereby approved.

2) Bristol shall have three (3) representatives to the Authority, to-wit: the Sheriff of Bristol and two members appointed by the City Council of Bristol. The total representation of the Member Jurisdictions shall be thirty-three (33). The initial representatives from Bristol shall be:

Tyrone Foster, Sheriff of Bristol, 417 Cumberland Street, Bristol, VA 24201;

Randall C. Eads, City Manager of Bristol, 300 Lee Street, Bristol, VA 24201; and

Anthony Farnum, Mayor of Bristol, 300 Lee Street, Bristol, VA 24201.

The terms of office of the above representatives, other than the Sheriff, shall be at the will of the governing body of Bristol. Each of the above representatives shall have one vote on the Authority. The aforesaid Sheriff and his duly elected successors shall serve on the Board of the Authority during their respective terms of office.

3) The Second Amended Service Agreement attached hereto as “Exhibit A” which includes Bristol as one of the Member Jurisdictions and provides for the sharing of the costs of constructing, financing, refinancing, equipping, operating, and maintaining the Regional Jail is hereby approved in substantially similar form as presented with such completions, omissions, insertions, or changes not inconsistent with this resolution as may be approved by the Authority, in its sole discretion.

4) The Chairman or Vice Chairman is hereby authorized and directed to execute the Second Amended Service Agreement.



5) The Chairman or Vice Chairman and the County Administrator are hereby authorized to deliver an acknowledgment, certificate or other agreement acceptable to VRA acknowledging that the obligation of the County set forth in the Local Support Agreement shall continue under the terms thereof while the 2013 Bond and 2020 Bond and any bonds issued to refund the same remain outstanding, subject to the modification in the contribution formula of the Member Jurisdictions provided in the Second Amended Service Agreement.

6) Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and record such document where appropriate.

7) All other acts that are in conformity with the purposes and intent of this Resolution and in furtherance of the joinder or addition of Bristol as a Member Jurisdiction is hereby approved and ratified.

8) Nothing in this Resolution, the Service Agreement, the Amended Service Agreements, the Bristol Support Agreement is or shall be deemed to be a lending of the credit of Bristol or any other Member Jurisdiction of the Authority to VRA or to any holder of the 2013 Bond and 2020 Bond or to any other person and nothing herein contained is or shall be deemed to be a pledge of the faith and credit or taxing power of Bristol or any other Member Jurisdiction.

9) This Resolution shall take effect immediately.

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**CONSOLIDATED AMENDMENT AND CONSENT AGREEMENT**

This **CONSOLIDATED AMENDMENT AND CONSENT AGREEMENT** (this “Agreement”) is dated \_\_\_\_\_, 2022 (**the “Closing Date”**) and is among the **VIRGINIA RESOURCES AUTHORITY (“VRA”)**, the **SOUTHWEST VIRGINIA REGIONAL JAIL AUTHORITY (“SWVRJA”)** and the **CITY OF BRISTOL, VIRGINIA (“Bristol”)**, and acknowledged and consented to by the Existing Member Jurisdictions (as defined below).

**RECITALS**

A. SWVRJA is a public instrumentality of the Commonwealth of Virginia created pursuant to Article 3.1, Chapter 3, Title 53.1, Code of Virginia of 1950, as amended (**the “Act”**), consisting of members joining by resolutions duly adopted by the governing bodies of the Counties of Buchanan, Dickenson, Lee, Russell, Scott, Smyth, Tazewell, Washington and Wise and the City of Norton (**collectively, the “Existing Member Jurisdictions”**) for the purpose of developing regional jail facilities (**collectively, the “Regional Jail”**) to be operated on behalf of the Existing Member Jurisdictions by SWVRJA;

B. SWVRJA and the Existing Member Jurisdictions (other than Tazewell County) entered into a Southwest Virginia Regional Jail Authority Service Agreement, dated February 1, 2003, which was amended to include Tazewell County, Virginia by an Amended Service Agreement, dated as of July 1, 2005 (**together, the “Service Agreement”**), pursuant to which SWVRJA constructed the Regional Jail and obtained financing therefor.

C. SWVRJA has issued and sold to VRA, a public body corporate and political subdivision of the Commonwealth of Virginia, its \$65,955,000 Jail Facilities Revenue and Refunding Bond, Series 2013, as amended by an Allonge in connection with the 2020 Bond as described below (**the “2013 Bond”**), the proceeds of which, together with other available funds, were used to finance and refinance the construction of the Regional Jail (**the “Project”**);

D. VRA purchased the 2013 Bond from a portion of the proceeds of its Series 2013A VRA Bonds (**as more particularly defined in the below-defined 2013 Local Bond Sale and Financing Agreement, the “2013 VRA Bonds”**), in accordance with the terms of a Local Bond Sale and Financing Agreement dated as of April 4, 2013, between VRA and SWVRJA, as amended (**the “2013 Local Bond Sale and Financing Agreement”**);

E. SWVRJA has also issued and sold to VRA its \$37,880,000 Regional Jail Facility Revenue and Refunding Bond, Series 2020 (**the “2020 Bond”**), the proceeds of which, together with other available funds, were used to refund a portion of the 2013 Bond;

F. VRA purchased the 2020 Bond from a portion of the proceeds of its Series 2020A VRA Bonds (**as more particularly defined in the below-defined 2020 Local Bond Sale and Financing Agreement, the “2020 VRA Bonds”**), in accordance with the terms of a Local Bond Sale and Financing Agreement dated as of April 14, 2020, between VRA and SWVRJA (**the “2020 Local Bond Sale and Financing Agreement”**);

G. VRA's purchase of the 2013 Bond and the 2020 Bond were also conditioned upon each of the Existing Member Jurisdictions undertaking non-binding obligations to appropriate from time to time moneys to SWVRJA in connection with payments due on the 2013 Bond and the 2020 Bond;

H. The City Council (**the “City Council”**) of the City of Bristol, Virginia (**“Bristol”**) has determined that the most cost-effective method to finance its jail facility needs is to join SWVRJA as a member jurisdiction and access the Regional Jail as a full member and has requested the same of SWVRJA;

I. Pursuant to the Service Agreement, consent from each of the existing Member Jurisdictions is required for the joinder of a new member and any related amendment to the Service Agreement in connection therewith and, pursuant to the 2013 Local Bond Sale and Financing Agreement and 2020 Local Bond Sale and Financing

Agreement (**together, the “Financing Agreements”**), written consent from VRA is required for the same;

J. SWVRJA has indicated that for the required consents to join SWVRJA, Bristol must agree to a Second Amended Service Agreement, the form of which is attached hereto as **Exhibit A (the “Second Amended Service Agreement”)** where Bristol agrees to contribute to the payment of costs and expenses of SWVRJA pursuant to the formula set forth in the Second Amended Service Agreement and to a Support Agreement similar in form to those provided by the Existing Member Jurisdictions in connection with the issuance of the 2013 Bond and the 2020 Bond, the form of which is attached hereto as **Exhibit B (the “Bristol Support Agreement”)** and Bristol has agreed to same.

K. As set forth below, VRA, SWVRJA and Bristol desire to set forth VRA’s consent to Bristol’s joinder in SWVRJA and the execution and delivery of the Second Amended Service Agreement and to amend the Financing Agreements in connection with the joinder of Bristol and the execution and delivery of the Second Amended Service Agreement.

NOW THEREFORE, VRA, SWVRJA and Bristol agree as follows:

## **ARTICLE I AMENDMENT TO FINANCING AGREEMENTS; DEFINITIONS**

### **1.1 Amendments to Financing Agreements and Support Agreements.**

(a) The term “Service Agreement” as used in the Financing Agreements and the Local Indenture, as defined in the Financing Agreements, shall hereafter mean the Second Amended Service Agreement, plus any amendments or supplements thereto agreed upon by VRA in writing.

(b) The definition of “Member Jurisdictions” in the Financing Agreements and the Local Indenture is hereby amended to mean the Existing Member Jurisdictions, plus Bristol, plus any other political subdivisions of the Commonwealth approved by VRA in writing.

(c) The terms "Revenues" and "Operation and Maintenance Expense" as used in the Financing Agreements and the Support Agreements (including the Bristol Support Agreement) shall have the same meanings as the terms "Revenues" and "Operating Expenses" used in the Local Indenture, respectively.

**1.2 Definitions.** Unless otherwise defined or the context otherwise requires, each capitalized term used in this Agreement shall have the meaning set forth in the Financing Agreements.

## ARTICLE II VRA CONSENT

**2.1 VRA Consent to Bristol Joinder.** VRA consents to the joinder of Bristol as a member of SWVRJA and to the execution and delivery of the Second Amended Service Agreement reflecting the same. The parties acknowledge and agree that VRA's consent is conditioned upon the execution and delivery of the acknowledgements of each of the Existing Member Jurisdictions in the form attached hereto as **Exhibit C** relating to the joinder of Bristol as a member of SWVRJA and the continuation of the Existing Member Jurisdictions of their obligations under their respective Support Agreements.

**2.2 Indemnification of VRA and SWVRJA and Payment of Costs.** To the extent permitted by law, Bristol agrees to indemnify, defend and save harmless VRA and SWVRJA, their officers, members, directors, employees and agents from and against all liabilities, obligations, claims, damages, penalties, fines, losses, cost and expenses in any way connected with the joinder of Bristol as a member jurisdiction of SWVRJA, including, but not limited to, the execution and delivery of this Agreement, the Second Amended Service Agreement and the Bristol Support Agreement and any approvals in connection therewith. Bristol acknowledges and agrees to pay any expenses of SWVRJA or VRA and any professionals or advisors thereto in connection with Bristol joining SWVRJA, including, but not limited to, the execution and delivery of this Agreement, the Second Amended Service Agreement and the Bristol Support Agreement and any approvals in connection therewith.

## ARTICLE III REPRESENTATIONS

**3.1 No Default.** SWVRJA represents that no event or condition has happened or existed, or is happening or existing, which constitutes, or which, with notice or lapse of time, or both, would currently constitute, an Event of Default under the Financing Agreements.

## ARTICLE IV MISCELLANEOUS

**4.1 Further Assurances.** SWVRJA and Bristol shall, to the fullest extent permitted by law, pass, make, do, execute, acknowledge and deliver such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming the rights, revenues and other funds pledged or assigned by the 2013 Bond, the 2020 Bond and this Agreement, or as may be required to carry out the purposes of the 2013 Bond, the 2020 Bond and this Agreement.

**4.2 Successors and Assigns.** This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns.

**4.3 Applicable Law.** This Agreement shall be governed by the laws of the Commonwealth of Virginia.

**4.4 Ratification of Financing Agreements.** VRA and SWVRJA hereby reaffirm, ratify and confirm all terms of the Financing Agreements except as amended or modified by the terms of this Agreement.

**4.5 Severability.** If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement, which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of VRA, SWVRJA and Bristol, as the case may be, only to the extent permitted by law.

**4.6 Headings.** The headings of the several articles and sections of this Agreement are inserted for convenience only and do not comprise a part of this Agreement.

**4.7 Counterparts.** This Agreement and any Exhibit referenced herein may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

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**DOMESTIC VIOLENCE GRANT AWARD**

Mr. Poe stated that he received notification of award of the Domestic Violence Program grant for the calendar year 2022. This grant is in the amount of \$48,075.00 with a \$12,019.00 local match. This grant and match is included in the Fiscal Year 2021-2022 budget.

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It was moved by Mr. Mosley, seconded by Mr. Smith, to approve the Domestic Violence Program grant in the amount of \$48,075.00 with a \$12,019.00 local match. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slempp, Mr. Smith

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**COST ALLOCATION PLAN PROPOSAL**

Mr. Poe presented the Board with a proposal from Robinson, Farmer, Cox Associates for preparation of the County's annual Central Services Cost Allocation Plan. The proposed cost for the fiscal year ending June 30, 2021 is \$4,825.00. As an alternative, the County can elect to contract this service for a three year period, fiscal

years ending June 30 2021, 2022 and 2023, at a total cost of \$12,975.00. This is a savings of \$500.00 per year. The Cost Allocation Plan is prepared to allow the County to recover indirect costs incurred in performing federally supported programs and grants.

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It was moved by Mr. Smith, seconded by Mr. Kolb, to approve the Cost Allocation Plan for a three year period in the amount of \$12,975.00. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemp, Mr. Smith

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### **LOCAL LAW ENFORCEMENT BLOCK GRANT**

Mr. Poe reported he received notification of award of the Fiscal Year 2019 Justice Assistance Grant in the amount of \$1,284.00 with no local match. The Sheriff's Department typically uses these funds for Prevention and Education by providing educational aids to students in elementary schools in the county.

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It was moved by Mr. Mosley, seconded by Mr. Slemp, to accept the Local Law Enforcement Block Grant in the amount of \$1,284.00 with no local match. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemp, Mr. Smith

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### **JET A FUEL PROJECT UPDATE**

Mr. Poe stated that there were three proposals received for the Jet A Tank. The Airport Authority met this past Friday and reviewed the proposals with the engineer, and made a recommendation to award the bid, contingent upon the Virginia Department of Aviation approving funding, to Gas Station Supply out of Lynchburg, Virginia in the amount \$98,325.00. There was a lower cost proposal submitted, however, the quote was only good for ten days and had expired before the Authority was able to meet. Gas Station Supply's proposal price was valid for thirty days, and will be valid as of the State Aviation Board meeting on February 4, 2022. If that funding is approved, the order will be placed with an estimated delivery time of ten to fourteen weeks. The proposal also included setting and anchoring of the tank.

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### **CENSUS RESULTS AND REDISTRICTING REQUIREMENTS**

Mr. Poe reported that results of the 2020 census are now available with Lee County's census population listed as 22,173. This is a 13.34% decrease from the 2010 census count of 25,587. Unfortunately, this decrease is not uniform across the five election districts and changes will have to be made to bring each district into compliance with federal and state requirements that each election district's population must be within the average district population. Per the 2020 census, adjusted for the reported Federal Prison population, the county's population by district is as follows:

Total Population	22,173 – 1,352 (USP Lee) = 20,821	
Ideal District Population	20,821 ÷ 5 = 4,164	
District 1	4,138	- 0.62%
District 2	4,627	+11.12%
District 3	5,083	+22.07%
District 4	4,214	+ 1.20%
District 5	2,759	-33.74%

Within this framework, District's 1 and 4 are within the ± 5% allowance. Districts 2 and 3 are over the allowance and District 5 is significantly under the allowance. Mr. Poe will be meeting with LENOWISCO Planning District Commission staff to begin discussion on possible alternatives to bring all districts into compliance.

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Mr. Kolb stated that losing 13.34% of the population over a ten year period is not sustainable and suggested the Board consider ways to spend the ARPA funding in ways that make people want to stay in Lee County.

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Mr. Poe stated that he expected a decrease in population, but did not expect it to be such a significant decrease.

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Mr. Leonard stated that without knowing the percent of questionnaires that were returned to the census there is no way to know if that decrease is correct.

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**REPORTS AND RECOMMENDATIONS OF THE COUNTY ATTORNEY**

None.

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**REPORTS AND RECOMMENDATIONS OF THE COUNTY ADMINISTRATOR**

**CLOSED SESSION REQUEST**

Mr. Poe stated he has one item to discuss in closed session under personnel.

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**GROUND LEASE AT AIRPORT**

Mr. Poe reported that the Airport Authority has received a request from a plane owner for a ground lease that would allow them to construct their own hanger. The Airport Authority made a recommendation the County approve the ground lease. Mr. Poe is doing research on ground lease agreements; and will report back to the Board for approval of granting a ground lease. This could be discussed further in closed session.

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**FIRE DEPARTMENTS ARPA FUNDING REQUEST**

Mr. Poe stated that the fire departments have met and agreed on some changes on their ARPA funding request, reducing the number of air pack units requested from 120 units to 100 units. This could be taken up in closed session as well.

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**REPORTS AND RECOMMENDATIONS OF THE BOARD**

**SURVEY INVOICE**

Mr. Kolb stated that there was a survey done by Cumberland Partners for the land at the old Head Start building and there is an invoice for \$1,000.00 he recommends the Board paying.

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It was moved by Mr. Kolb, seconded by Mr. Smith, to pay the invoice to Cumberland Partners for the survey conducted at the old Head Start Building in the amount of \$1,000.00. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Mosley, Mr. Leonard, Mr. Slemp, Mr. Smith

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**AGENDA ON WEBSITE**

Mr. Kolb stated that the he had been contacted by someone that had called the County Administrator's office about the agenda for this meeting not being on-line, and



the person was told to check back in the afternoon because the agenda needed to have changes made. Mr. Kolb requested that the agendas be put on the website the day after Board packets go out regardless of needing to be updated.

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### **CALENDAR ON WEBSITE**

Mr. Kolb stated that same person that asked about the agenda also stated that the calendar shows the Board meetings beginning at 5:30 p.m. and ending at 6:00 p.m. He stated that a Board meeting cannot be completed within thirty minutes and asked that be changed.

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Mr. Poe stated that the calendar is set up for thirty minute blocks and there is no way to know what time the Board meetings would end.

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### **CLOSED SESSION REQUEST**

Mr. Mosley stated he would like to go into closed session for investing of public funds.

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### **CLOSED SESSION**

It was moved by Mr. Kolb, seconded by Mr. Smith, to enter Closed Session pursuant to 2.2-3711 A.1. Discussion, consideration or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific public officers, appointees or employees of any public body, 2.2-3711 A. 3. Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, 2.2-3711 A.6. The investing of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected, 2.23711 A.7. Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigation posture of the public body; and consultation with legal counsel employed or retaining by a public body regarding specific legal matters requiring the provision of legal advise by such counsel, and 2.23711 A.29. Discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion

of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body.. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemph, Mr. Smith

-----

It was moved by Mr. Mosley, seconded by Mr. Kolb, to exit Closed Session. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemph, Mr. Smith

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**CERTIFICATE OF CLOSED SESSION**

**WHEREAS**, the Lee County Board of Supervisors has convened a Closed Meeting on this date pursuant to an affirmative recorded vote and in accordance with the provision of the Virginia Freedom of Information Act; and

**WHEREAS**, Section 2.2-3711 of the Code of Virginia requires a Certification by this Lee County Board of Supervisors that such Closed Meeting was conducted within Virginia law;

**NOW, THEREFORE, BE IT RESOLVED**, that the Lee County Board of Supervisors hereby certified that, to the best of each member’s knowledge, (i) only public business matters lawfully exempted from Closed Meeting in which this Certification Resolution applies and (ii) only such public business matters as were identified in the Motion convening the Closed Meeting were heard, discussed or considered by the Lee County Board of Supervisors.

Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemph, Mr. Smith

-----

It was moved by Mr. Kolb, seconded by Mr. Mosley, to accept and enter into a contract identified in closed session as Contract A. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemph, Mr. Smith

-----

It was moved by Mr. Mosley, seconded by Mr. Kolb, to recess to January 27, 2022 at 5:00 p.m. Upon the question being put the vote was as follows.

VOTING AYE: Mr. Kolb, Mr. Leonard, Mr. Mosley, Mr. Slemph, Mr. Smith

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CHAIRMAN OF THE BOARD

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CLERK OF THE BOARD