



2) *Adoption of Agenda*

**Vice Chair Catlett moved to adopt the agenda as presented. The motion carried by the following vote:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

3) *Citizen’s Comment Period*

No persons appeared to address the Board.

4) *Resolution of Recognition & Appreciation for Sheriff Anthony W. “Tony” Roper (2023-23R)*

**Supervisor McKay moved to adopt the Resolution of Recognition & Appreciation for Sheriff Anthony W. “Tony” Roper (2023-23R) as presented. The motion carried by the following vote:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

The Board shared that it has been a tremendous honor to serve the community alongside Sheriff Roper and wished him well in his retirement.

Chairman Weiss read the following resolution aloud:

### Clarke County Board of Supervisors



**Berryville Voting District**  
Matthew E. Bass  
(540) 955-5175

**Millwood Voting District**  
Terri T. Catlett – Vice Chair  
(540) 837-2328

**Russell Voting District**  
Doug Lawrence  
(540) 955-2144

**Buckmarsh Voting District**  
David S. Weiss – Chair  
(540) 955-2151

**White Post Voting District**  
Bev B. McKay  
(540) 837-1331

**County Administrator**  
Chris Boies  
(540) 955-5175

#### Resolution of Recognition and Appreciation for Anthony W. “Tony” Roper 2023-23R

**WHEREAS**, Clarke County Sheriff Anthony W. “Tony” Roper began his law enforcement career as a 911 dispatcher after graduating from Clarke County High School in 1978, and he quickly advanced to correctional officer and then Sheriff’s Deputy; and

**WHEREAS**, over the years he has studied at Bluefield College, the Virginia Forensic Science Academy, the FBI National Academy at Quantico, and the National Sheriff’s Institute; and

**WHEREAS**, Tony first ran for sheriff – and was elected – in 2003, and voters re-elected Sheriff Roper to his fifth four-year term in November 2019; and

**WHEREAS**, under Tony’s leadership the Clarke County Sheriff’s Office has earned the prestigious “Accredited Agency” certification from the Virginia Law Enforcement Professional Standards Commission every four years for the past 16 years, most recently in 2023; and

**WHEREAS**, Tony has also served on the Virginia Alcohol Safety Action Program, the Virginia Center for Policing Innovation, the Northwestern Regional Jail Authority, and the Virginia Sheriffs’ Institute Board for which he was once president as well as many other community boards and initiatives; and,

**WHEREAS**, as a born-and-raised Clarke countian there are very few residents Tony does not know; and

**WHEREAS**, everyone who knows Tony knows he is truly kind, compassionate, honest, and fair; and

**WHEREAS**, after 45 years in law enforcement Sheriff Tony Roper – Clarke’s 25th sheriff since the county was established in 1836 – officially retires on Dec. 31, 2023,

**NOW, THEREFORE** the Clarke County Board of Supervisors does hereby salute Sheriff Anthony W. “Tony” Roper for his exemplary service to our community and the extraordinary humanity he demonstrates to everyone, every day.

**APPROVED AND ORDERED ENTERED** in the official records by the unanimous vote of the Clarke County Board of Supervisors’ members assembled on the 19th day of December 2023.

Attest: 2022-23R



David Weiss, Chair

#### 5) Resolution of Recognition & Appreciation for Senator Jill Vogel (2023-24R)

**Supervisor Lawrence moved to adopt the Resolution of Recognition & Appreciation for Senator Jill Vogel (2023-24R) as presented. The motion carried by the following vote:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

Chairman Weiss read the following resolution aloud:



### Clarke County Board of Supervisors

<b>Berryville Voting District</b> Matthew E. Bass (540) 955-5175	<b>Millwood Voting District</b> Terri T. Catlett – Vice Chair (540) 837-2328	<b>Russell Voting District</b> Doug Lawrence (540) 955-2144
<b>Buckmarsh Voting District</b> David S. Weiss – Chair (540) 955-2151	<b>White Post Voting District</b> Bev B. McKay (540) 837-1331	<b>County Administrator</b> Chris Boies (540) 955-5175

### Resolution of Recognition and Appreciation for Senator Jill Vogel 2023-24R

**WHEREAS** Jill Holtzman Vogel was first elected to the Virginia State Senate in 2007; and

**WHEREAS** she was born and raised in the Shenandoah Valley and dutifully served Virginia’s 27<sup>th</sup> district for four consecutive four-year terms; and

**WHEREAS**, Senator Vogel has been a powerful voice in the Virginia Senate, having served on the Finance Committee, General Laws and Technology Committee, the Rules Committee, and the Privileges and Elections Committee; and

**WHEREAS** during her sixteen-year tenure, she has faithfully advocated for Clarke County’s interests in Richmond, provided exemplary constituent services, and devoted thousands of hours to attending events, answering phone calls, and being available when we have called on her; and

**WHEREAS** Senator Vogel has always been a strong ally and friend for Clarke County and its citizens; and

**WHEREAS** following an esteemed career, Senator Vogel decided to not seek re-election in 2023.

**NOW, THEREFORE, BE IT RESOLVED** by the Clarke County Board of Supervisors that Senator Jill Holtzman Vogel be recognized and congratulated for her service and dedication to the citizens of Clarke County.

**APPROVED AND ORDERED ENTERED** in the official records by the unanimous vote of the Clarke County Board of Supervisors assembled on the 19<sup>th</sup> day of December, 2023.

ATTEST 2023-24R



\_\_\_\_\_  
David S. Weiss, Chair

Chairman Weiss

- Shared that Senator Vogel has been an outstanding advocate for Clarke County. Her work with the Virginia Inland Port and Camp 7 property has allowed the county to get the property into economic development, which would not have happened without her assistance.

6) *Clarke County Sheriff's Office Accreditation Presentation*

Westmoreland County Sheriff C.O. Balderson presented the following:

- Sheriff Roper has served on many boards and commissions and has earned a reputation for being dedicated, committed, and hard working; his peers hold him in high regard.
- Accreditation through the Virginia Law Enforcement Professional Standards Commission is a hard process. Every aspect of the agency is looked at: administration, operations, personnel, training, and everything in between.
- There are 191 standards for accreditation over a four-year period and hundreds of proofs must be provided.
- Of those 191 standards, the Clarke County Sheriff's Office had zero returns. This speaks volumes for the Sheriff, the Sheriff's Office, the Sheriff-Elect and staff.
- The Clarke County Sheriff's Office has met the requirements set forth by the Virginia Law Enforcement Professional Standards Commission and is therefore certified as an accredited agency for another four-year period, this being their fourth award.

Clarke County Sheriff-Elect Travis Sumption and Accreditation Manager Janine Rose accepted the certificate on behalf of the Sheriff's Office.

7) *VDOT Update*

Residency Administrator Ed Carter provided the following update for the month of December:

Maintenance Matters

- Conducting tree-trimming operations on Route 7 at Longwood Lane to mitigate sight distance issues.

- Longwood Lane is a private lane with nine homes and there have been complaints about safety issues there. VDOT has also looked at providing a left turn lane at that location and is currently seeking funding sources, as it is an expensive project.
- Will continue tree trimming on Borden Spring Road.
- Have done some patching on Old Charlestown Road and Bishop Meade Road.
- Still cleaning up debris from Blue Ridge Mountain Road and will continue this month.
- Will be doing some pipe cleaning on various routes as weather permits.
- Anticipating a busy pothole season over the next few months.

#### Board Matters

- Meeting with the Millwood group in January to stake out speed table locations in the field. The community's next step will be to approach the Board.
- Held a pre-construction meeting for remaining safety project on Route 7 on December 18. The project involves placing a ten-foot paved shoulder on the right and a two-foot shoulder on the median side of Route 7, from the bridge to the county line. Rumble strips will be placed on both sides as well. Work on this project is restricted to between 9:00 am and 3:00 pm.
- Temporary traffic control signs for the Route 340 closure in West Virginia have been removed; that project was completed and 340 opened back up in Harpers Ferry.
- VDOT is coordinating with law enforcement and NOVA traffic regarding speeding issues on Route 50/17 at the county line. Speeds are insanely high in the 45 mph zone; 80% of drivers are maintaining 65+ mph there and into 55 mph zone. VDOT is trying to work out getting some regulated enforcement up there, as Traffic Engineering is hesitant to lower the speed limit when it is not enforced. VDOT is concerned about the intersections where drivers need to make U-turns to access residences on the north side.
- Completed paving correction on the entrance to Blue Ridge Estates and citizens have been pleased with the outcome.

#### Vice Chair Catlett

- Advised that there is a sign for the Historic Mill close to the intersection of Route 340 and Bishop Meade Road that has been down for quite a while and requested that VDOT put it back up.

#### Supervisor Lawrence

- Reported a traffic light error at Route 7 and Crums Church Road.
  - Ed Carter responded that anyone can report an issue by calling 1-800-FOR-ROAD, which is staffed 24/7 and can address issues quickly.

- Further inquired if VDOT would paint alert lines on Route 340 near where it narrows from two lanes to one, to increase awareness there because that area will soon be a construction zone.
  - Mr. Carter replied that they would look into it, though VDOT is hesitant to do that on primary routes if it is not at an intersection.

#### 8) *FY23 Audit Presentation*

Copies of the FY23 financial audit report were distributed at the meeting. The report is available to reference on the county's website.

Michael Lupton of Robinson, Farmer, Cox Associates presented the following:

- Management is responsible for the financial statements that are presented and for maintaining a system of controls that is conducive to the fair presentation, proper accounting, and proper reporting of the financial statements.
- Robinson, Farmer, Cox Associates are responsible for auditing the financial statements that are presented in accordance with professional standards and to render an opinion on the financial statements after obtaining sufficient and appropriate audit evidence.
- Auditors are pleased to report that there were no difficulties in performing the audit of the FY23 financial statements. Any misstatements detected as a result of audit procedures were corrected by management and proper journal entries were posted and there were no disagreements with management in the application of accounting principles.
- Auditors are also pleased to report that management has not consulted with any other auditors and finally, there were no other audit issues or findings to relay at this time.
- Auditors have attested that the procedures performed over the Virginia Retirement System were in compliance with state code requirements and no deviations from the standard were noted during those procedures.
- The Independent Auditors Report starts on page 1 of the financial report and contains the auditor's opinion. This opinion is a clean and unmodified opinion, meaning that the financial statements presented are materially correct in accordance with generally accepted accounting principles.
- Page 15, Exhibit 3 is the governmental funds balance sheet, showing total assets of the county to be almost \$39.5 million, total liabilities of approximately \$3.7 million, and deferred resources (revenues unavailable for

use in the current term, mostly relating to property tax) amounting to almost \$15.8 million.

- The balance sheet also shows the fund balance, broken into the following categories: nonspendable, restricted, committed, assigned, and unassigned. The majority of the fund balance is assigned for other purposes, which is explained in note 15 of the financial statements. Total fund balances as of June 30, 2023 were almost \$20 million.
- Page 17, Exhibit 5 is the statement of revenues, expenditures, and changes in fund balances for the year. Total revenues were about \$39.5 million, total expenditures were slightly over \$38 million, resulting in an excess of revenue over expenditures of approximately \$1.5 million. After transfers in and out and insurance proceeds, there was a net increase in fund balance of about \$1.5 million for the year.

Chairman Weiss

- Clarified that Clarke County generally has a higher fund balance than some other localities, due to the county’s long standing “pay-as-you-go” philosophy.

Mr. Lupton continued:

- Notes to the financial statements begin on page 24 and include detailed information to support how things are measured and presented within the financial statements.
- Page 96, Exhibit 12 is a schedule of revenues, expenditures, and changes in fund balance for the general fund as assessed against the budget. Total revenues exceeded budgeted revenues by almost \$2 million and total expenditures trailed budgeted expenditures by about \$1.3 million, resulting in a positive variance of approximately \$3.3 million.
- Page 168 is a report on internal controls relative to the auditors’ ability to obtain the financial information necessary for audit procedures. Auditors are required to relay any material deviations or deficiencies in the control process and are pleased to report that no significant or material deficiencies were encountered.
- The final report is on compliance on major programs, in accordance with the uniform guidelines. Any government or single organization that expends more than \$750,000 in federal awards is required to undergo a single audit.
- During FY23, two such programs were single-audited: the State and Local Fiscal Recovery Funds (ARPA) and the Education Stabilization Funds (ESSER). No matters of non-compliance with uniform guidelines were noted.
- A metric of overall financial strength is the fund balance as compared to general expenditures. The vast majority of total fund balance is either committed, assigned, or unassigned, which can be used at the Board’s discretion. Clarke’s fund balance is roughly 50% of the total expenditures for



the year, which means that, theoretically, the county could operate on fund balance for half a year without collecting any revenue. Localities more typically have fund balance coverage of 20-30%, so Clarke’s financial position is quite sound.

Chairman Weiss

- Observed that the county has been able to accrue and maintain that fund balance while maintaining or even lowering tax rates over the past few years.
- Offered the Board’s thanks and commendations to the Joint Administrative Services staff and the County Administrator for their efforts and contributions during this audit.

9) *Approval of Minutes*

**Supervisor McKay moved to approve the minutes of the November 21, 2023 Regular Meeting as presented. The motion carried by the following vote:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

10) *Consent Agenda*

**Vice Chair Catlett moved to approve the consent agenda as presented. The motion carried by the following vote:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

- 36 E Main Street Lease Agreement with FISH of Clarke County, Inc.

**THIS LEASE AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 202\_, by and between **THE COUNTY OF CLARKE, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter called the Lessor, and **FISH OF CLARKE COUNTY, INC.**, a Virginia non-stock corporation, hereinafter called the Lessee.

**WITNESSETH:**

For and in consideration of the rental sums reserved hereunder and the mutual promises and covenants herein contained, Lessor does hereby lease to Lessee the following described property upon the following terms and conditions:

1. **DESCRIPTION:** The Lessor hereby leases to the Lessee that certain lot or parcel of land, and the building located thereon lying and being situated in the Town of Berryville, County of Clarke, Virginia, and situated on that certain lot or parcel of land designated as Tax Map No. 14A2-A-75, and being the same property conveyed unto the Lessor by deed from Herman Bell Lloyd and Alice L. Lloyd dated November 13, 1984 and recorded in the Office of the Clerk of the Circuit Court of Clarke County in Deed Book 158 at Page 532, said lot being designated for street purposes as 36 East Main Street, Berryville, Virginia.
2. **TERM:** The term of this lease shall be five (5) years commencing upon January 1, 2024.
3. **RENT:** As rental for the leased premises, Lessee shall pay to Lessor the sum of One Dollar (\$1.00) per year, payable in advance on or before January 1, 2024 and on the first day of January of each succeeding year thereafter.
4. **OPTION TO EXTEND:** At the expiration of the primary term of this Lease, provided Lessee shall not be in default in the payment of rent or the performance of any of the covenants on its part to be performed, and except as hereinafter provided, Lessee shall have the option to renew this Lease for an additional term of five (5) years, upon giving written notice of the intention to renew to Lessor not less than ninety (90) days prior to expiration of the primary term. The terms and conditions on the renewal term shall be the same as set forth herein, except as to rent. Upon being notified of Lessee's intention to renew, Lessor shall advise Lessee of the rental amount for the renewal term not less than sixty (60) days prior to the expiration of the primary term; Lessee shall then notify Lessor not less than forty-five (45) days prior to expiration of the primary term whether Lessee shall elect to renew at the new rental rate. Provided, however, that if the Lessor intends to use the Property for its own uses at the expiration of the primary term, it

shall notify Lessee in writing not less than one (1) year prior to the expiration of the primary term, in which event the option to renew contained herein shall become null and void and in no further force and effect.

5. ASSIGNMENT: Lessee shall not assign this lease or sublet the described Property or any part thereof without the written consent of Lessor.

6. USE: The Property shall be used by the Lessee as office space, to maintain their organization's resources, and to centralize their operations, including the organization's usual and customary activities of sales and other distribution of food, clothing, and necessities to those in need. No other use of the Property shall be permitted without the prior express written consent of Lessor. No use of the Property may be maintained that would be in violation of any contractual obligation or duty of Lessor. Lessor shall have the right to terminate this Lease when, in its sole judgment, the Lessee is no longer using the Property for the approved use stated above or becomes inactive or unable to regularly use and maintain the Property for the approved purposes stated above.

7. UTILITIES AND HEAT: During the term of this Lease, Lessee shall be responsible for arranging and paying for all utilities (electricity, phone, water and sewer) and for fuel costs for heat (oil and/or gas).

8. BASEMENT: Lessor discloses and Lessee acknowledges that the basement of the Property is subject to water and moisture infiltration, especially in instances of heavy storm water. Such condition is mitigated and managed by a sump pump.

Lessee is hereby put on notice that no guarantee is made by Lessor as to the fitness or usefulness of the Property's basement area for storage of any items that might be compromised by exposure to or contact with moisture.

9. PARKING: Three (3) parking spaces in the gravel lot directly behind the Property shall be reserved exclusively for Lessee's use. Lessor shall mark such spaces with appropriate signs or other markings. All other parking shall be subject to availability of shared use spaces in the gravel lot and unreserved spaces in the paved courthouse parking lot.

The gravel lot may be accessed by vehicular traffic from Church Street by way of the courthouse parking lot or from East Main Street by way of the driveway located on 34 East Main Street to the west of the Property.

Lessor shall provide for snow removal from the gravel lot in accordance with Lessor's established snow/inclement weather maintenance plan. All other snow removal shall be the sole responsibility of Lessee.

10. GRASSY AREA: Upon consent of the Lessor through the County Administrator, Lessee and Sub-Lessee are authorized to use the grassy area owned by Lessor located beyond the gravel lot for certain of their organization's special events and fundraisers. Such use shall be subject to conditions established by Lessor.

Lessee shall be solely responsible for damage or liability arising from such use of the space.

11. REPAIRS AND MAINTENANCE: Lessee agrees to maintain the Property in a good and sufficient state of repair and in a clean and healthy condition, loss by fire and ordinary wear and tear excepted.

Lessee agrees that, during the term of this Lease and any renewal thereof, Lessee shall do the following:

- A. Keep the interior plumbing systems in proper and substantial repair, including completing renovation of the upstairs bathroom facility;

Lessor agrees that, during the term of this Lease and any renewal thereof, Lessor shall do the following:

- A. Keep the exterior walls in proper and substantial repair;
- B. Keep the roof in proper and substantial repair;
- C. Keep the heating system in proper and substantial repair;
- D. Maintain exterior landscaping, including mowing the Property lawn; and
- E. Maintain the exterior of the building, including siding, paint, and windows.

It is agreed by the parties that Lessor is not an insurer and that Lessor's responsibility and liability for each of the terms of maintenance and repair set forth above shall be to make the proper repairs within a reasonable time after the necessity, nature, and location thereof has been called to Lessor's attention by Lessee.

12. EXTERIOR SIGNAGE: All signage must comply with requirements and restrictions imposed by the Town of Berryville.

- A. Permanent Signs: The Lessee shall have the right to place and maintain, on the exterior of the Property, at its own expense, necessary or appropriate signs identifying the organization located therein; provided, however that no such sign shall be placed without the prior approval of Lessor as to design and location, which approval shall not be unreasonably withheld.
- B. Temporary Signs: The Lessee shall have the right to place, from time to time, on the exterior of the Property, at their own expense, appropriate signs

advertising certain of the organization's events that are of interest to the public; provided however, that no such sign shall be placed without the prior approval of Lessor as to design and location, which approval shall not be reasonably withheld.

13. IMPROVEMENTS:

- A. Improvements by Lessee: Lessee shall have the right to make modifications and improvements to the Property to adapt it for Lessee's use of the Property as described above. However, no alterations of the building will be permitted without prior written consent of Lessor, which consent will not be unreasonably withheld. All interior work shall be subject to all Building Code and local permitting requirements.
- B. Improvements by Lessor: Lessor is under no obligation to make any improvements to Property. Lessee accepts Property as-is. Lessor reserves the right to address any exterior building features that it deems compromised or in disrepair by repairing or removing the feature.

14. DAMAGE OR DESTRUCTION: If the leased premises shall, without fault of Lessee, be destroyed or be so damaged as to become wholly or partially untenable by fire or by providential means, then, if the Lessor shall elect to rebuild or repair, this lease shall remain in force and Lessor shall rebuild or repair the premises within a reasonable time after such election, putting premises in as good condition as they were at time of destruction or damage, and for that purpose they may enter said premises, and rent shall abate during time the premises are untenable; but if Lessor does not elect, as aforesaid, to rebuild or repair, then Lessor shall have possession of the premises hereby let, Lessee shall deliver and surrender to Lessor possession of the premises, this lease shall terminate, and the Lessee shall have no obligation for the payment of rent from the date the premises became wholly or partially untenable.

15. DEFAULT: If any rent shall be due or unpaid for a period of twenty (20) days, or if default shall be made in any of the conditions or covenants herein contained, and if such a default should continue for thirty (30) days after written notification thereof is given to Lessee, Lessor shall have the right to terminate this lease and to recover any amounts due and owing by Lessee upon termination.

16. INSURANCE:

- A. Property Insurance: Lessor shall maintain in full force and effect during the term of this Lease Agreement a policy of hazard insurance on the Property

at Lessor's sole cost and expense, to its full insurable value. Such policy shall be sufficient to protect against loss incurred by damage or destruction by fire or other perils covered by the standard form of extended coverage endorsements to fire insurance policies in the Commonwealth of Virginia in effect at the time the policy is obtained.

Lessee shall be solely responsible for maintaining contents insurance for Lessee's personal property and equipment, should Lessee be so advised.

- B. Liability Insurance: Lessee shall maintain in effect throughout the terms of this Lease, and any extension thereof, general public liability insurance coverage with limits of at least One Million Dollars (\$1,000,000.00). Lessee shall annually provide Lessor with a proof of such insurance coverage. Lessor shall be listed as an additional named insured under said policy. The policy shall be subject to the term and condition that it shall not be cancelled prior to thirty (30) day written notice to Lessor. Failure to obtain or maintain such insurance shall be grounds for termination of this Lease Agreement by Lessor without further notice to Lessee.

17. INDEMNIFICATION: Lessee agrees to indemnify and hold Lessor harmless from any and all liability, cost, expense, including attorney's fees, which the Lessor may or shall be required to pay or undertake as a result of the use, occupancy and operation of the Property by the Lessee under this Lease.

18. NOTICES: Any notice, invoice, statement, instructions, or direction required or permitted by this Lease Agreement shall be addressed as follows:

A. To the Lessor: Clarke County Administrator  
101 Chalmers Court, Suite B  
Berryville VA 22611

B. To the Lessee: \_\_\_\_\_  
FISH of Clarke County, Inc.  
P.O. Box 1154  
Berryville VA 22611

19. MODIFICATION OF AGREEMENT: Any modification of this agreement or additional obligation assumed by either party in connection with this Lease Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

20. MISCELLANEOUS:

- A. Entire Agreement: This Lease Agreement shall constitute the entire agreement between Lessor and Lessee. Any prior understanding or representation of any kind preceding the date of this agreement shall not be binding upon either party except to the extent to the extent incorporated in this Agreement.
- B. Governing Law: This Lease Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Virginia, and any action brought to enforce its provisions shall be brought in the Circuit Court of Clarke County, Virginia.
- C. Provisions Several: The provisions of the Lease Agreement are several, and should a court of competent jurisdiction declare that any one or more of the provisions is unenforceable, the remainder shall remain in full force and effect.
- D. Attorneys' Fees: In the event that any legal action is taken in relation to this Lease Agreement, the unsuccessful party in the action shall pay to the successful party in addition to all sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.

WITNESS the following signatures and seals:

COUNTY OF CLARKE, VIRGINIA, Lessor

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

FISH OF CLARKE COUNTY, INC., Lessee

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

– Memorandum of Understanding Between Clarke County Department of Social Services and County of Clarke, Virginia

MEMORANDUM OF UNDERSTANDING

Between

Clarke County Department of Social Services

And

County of Clarke, Virginia

**PURPOSE:**

This Agreement (MOU) provides for the Clarke County Department of Social Services (CCDSS) to occupy office space located at 311 E. Main Street, Berryville, Virginia, 22611, and to provide the County of Clarke, Virginia reimbursement for the office space provided based on the operating costs of the building.

**PERIOD OF AGREEMENT:**

This Agreement replaces the existing agreement approved in June of 2021 and is effective February 1, 2024, until replaced by a future agreement approved by the Clarke County Board of Supervisors and Clarke County Board of Social Services.

**DESCRIPTION OF PROPERTY:**

The Clarke County DSS will occupy 5,819 square feet of the facility located at 311 East Main Street, Berryville, Virginia 22611. Reimbursement of facility costs is limited to the monthly proportionate share of general operating costs.

**GENERAL CONDITIONS:**

Reimbursement of facility costs will be provided for space occupied by the Clarke County DSS staff and any contract/volunteer positions that perform Department of Social Services functions. All payments arising hereunder are conditioned upon and subject to the annual appropriation of funding by the Commonwealth of Virginia to Clarke County Department of Social Services.

**OPERATING COSTS:**

Applicable operating costs will be provided for the facility are allowable based on the actual expense of the service or goods provided and supported by appropriate documentation.

- A. The Clarke County DSS is responsible for paying and will pay for the cost of the following services:
  - 1. Utilities (based on bills for actual usage for 311 E. Main St., Berryville, VA)
  - 2. Repair, maintenance, and renovations-including labor, materials, and supplies (based on actual time worked and materials used);
  - 3. Mowing and landscaping services (based on actual time worked and materials used);
  - 4. Snow removal (based on actual time worked)



5. Liability and property insurance (based on percentage calculated for CCDSS building, contents, and CCDSS vehicles)
6. Cleaning services for 311 E. Main Street (based on actual time worked)
7. Pest Control services (based on actual expenses incurred for building and services)
8. Security/Alarm Services (based on actual expenses incurred for building and services)
9. Other contractual services directly related to the repair and maintenance of the Clarke County Department of Social Services Facility as agreed upon
10. Other expenses incurred reasonably related to maintenance and repair of the CCDSS facility.

**MODIFICATIONS, RENOVATIONS AND FIXTURES:**

The Clarke County DSS agrees that no alterations, installations, and/or major renovations shall be done to the space provided without the County's written consent. Such consent will not be unreasonably withheld.

The Clarke County DSS, at its sole cost and expense has the right to install and maintain any fixtures, equipment, facilities, and other improvements to conduct social services business on the premises. Upon termination of this agreement, the Clarke County DSS at its option and expense may remove from the premises all improvements, equipment, appliances or other property owned by it and shall deliver the premises in good order and condition, normal wear and tear excepted.

**MODIFICATIONS OR ADMENDMENTS:**

Should it become necessary for the County to make capital improvements to the building occupied by the Clarke County Department of Social Services, thus potentially changing its depreciation value, both parties agree to an amendment of this original Memorandum of Understanding new payment terms related to the capital expense associated therewith.

The parties agree that any modification or amendment of this MOU shall be in writing, signed by all parties before such modification or amendment shall have force or effect.

The Parties shall provide each other with notice as may be necessary under the MOU at the following addresses:

Attn: Director of Social Services  
Clarke County Dept. of Social Services  
311 East Main Street  
Berryville, VA 22611

Attn: Clarke County Administrator  
101 Chalmers Court  
Berryville, VA 22611



- FY24 Agreement Between the Virginia Department of Health and the Clarke County Board of Supervisors for Funding and Services of the Lord Fairfax Health Department

DocuSign Envelope ID: 7DBBA142-DB18-4743-9999-2B43535281A6

Electronic Signature Agreement Page

**STATEMENT OF AGREEMENT TO  
PROCESS NEEDED SIGNATURES OF  
THE VIRGINIA DEPARTMENT OF  
HEALTH (VDH) LOCAL  
GOVERNMENT AGREEMENT  
ELECTRONICALLY**

VDH and The Clarke County Board of Supervisors agree to use electronic signatures, as authorized in Title 59.1, Chapter 42.1 Uniform Electronic Transactions Act of the Code of Virginia.

Chris Boies, Administrator  
Authorizing officer printed name and title

\_\_\_\_\_  
Authorizing officer signature

Robert W. Hicks  
Acting Deputy Commissioner, Community Health Services  
Virginia Department of Health

Robert W. Hicks  
Authorizing signature

LGA-Revised December 2022

DocuSign Envelope ID: 7DBBA142-DB18-4743-9999-2B43535281A6

**AGREEMENT BETWEEN THE VIRGINIA DEPARTMENT OF HEALTH AND THE CLARKE COUNTY BOARD OF SUPERVISORS FOR FUNDING AND SERVICES OF THE LORD FAIRFAX HEALTH DEPARTMENT**

This agreement ("Agreement") for the services to be provided by the Lord Fairfax Health Department and the funding therefore is by and between the Virginia Department of Health ("VDH") and Clarke County Board of Supervisors (collectively "the Parties").

The Agreement is created in satisfaction of the requirements of § 32.1-31 of the Code of Virginia (1950), as amended, in order to operate the Lord Fairfax Health Department under the terms of this Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements in this Agreement, the sufficiency of which is acknowledged, the Parties agree as follows.

§ 1. VDH, over the course of one fiscal year, will pay an amount not to exceed \$379,341.00, from the state general fund to support the cooperative budget in accordance with, and dependent upon, appropriations by the General Assembly, and in like time frame, the Board of Supervisors of Clarke County will provide by appropriation and in equal quarterly payments a sum of \$220,000.00 local matching funds and \$5,000.00 one-hundred percent local funds for a total of \$225,000.00 local funds for this fiscal year.

LB 12.06.23

In addition, the Board of Supervisors has approved the Clarke County Health Department to carry forward \$90,370.00 in local matching funds for a total of \$310,370.00 matching funds and an additional \$24,154.00 in one-hundred percent local funds from the prior fiscal year closing locality balance.

These joint funds will be distributed in timely installments, as services are rendered in the operation of the Clarke County Health Department, which shall perform public health services in Clarke County as indicated in Attachment A(1.), and will perform services required by local ordinances as indicated in Attachment A(2.). Payments from the local government are due on the third Monday of each fiscal quarter.

§ 2. The term of the agreement begins July 1, 2023. This Agreement will be automatically extended on a state fiscal year to year renewal basis under the existing terms and conditions of the Agreement unless timely written notice of termination is provided by either party. Such written notice shall be given at least 60 days prior to the beginning of the fiscal year in which the termination is to be effective.

§ 3. The Commonwealth of Virginia ("Commonwealth") and VDH shall be responsible for providing liability insurance coverage and will provide legal defense for state employees of the local health department for acts or occurrences arising from performance of activities conducted pursuant to state statutes and regulations.

- A. The responsibility of the Commonwealth and VDH to provide liability insurance coverage shall be limited to and governed by the Commonwealth of Virginia Public Liability Risk Management Plan, established under § 2.2-1837 of the Code of Virginia (1950), as amended. Such insurance coverage shall extend to the services specified in Attachments A(1.) and A(2.), unless the locality has opted to provide coverage for the employee under the Public Officials Liability Self-Insurance Plan, established under § 2.2-1839 of the Code of Virginia (1950), as amended, or under a policy procured by the locality.
- B. The Commonwealth and VDH will be responsible for providing legal defense for those acts or occurrences arising from the performance of those services listed in Attachment A(1.), conducted in the performance of this contract, as provided for under the Code of Virginia and as provided for under the terms and conditions of the Commonwealth of Virginia Public Liability Risk Management Plan.

LGA-Revised December 2022

DocuSign Envelope ID: 7DBBA142-DB18-4743-9999-2B43535281A6

- C. Services listed in Attachment A(2.), any services performed pursuant to a local ordinance, and any services authorized solely by Title 15.2 of the Code of Virginia (1950), as amended, when performed by a state employee, are herewith expressly exempted from any requirements of legal defense or representation by the Attorney General or the Commonwealth. For purposes of assuring the eligibility of a state employee performing such services for liability coverage under the Commonwealth of Virginia Public Liability Risk Management Plan, the Attorney General has approved, pursuant to § 2.2-507 of the Code of Virginia (1950), as amended, and the Commonwealth of Virginia Public Liability Risk Management Plan, the legal representation of said employee by the city or county attorney, and, the Board of Supervisors of Clarke County hereby expressly agrees to provide the legal defense or representation at its sole expense in such cases by its local attorney.
- D. In no event shall the Commonwealth or VDH be responsible for providing legal defense or insurance coverage for local government employees.

§ 4. Title to equipment purchased with funds appropriated by the local government and transferred to the Commonwealth, either as match for state dollars or as a purchase under appropriated funds expressly allocated to support the activities of the local health department, will be retained by the Commonwealth and will be entered into the Virginia Fixed Asset Accounting and Control System. Local appropriations for equipment to be locally owned and controlled should not be remitted to the Commonwealth, and the local government's procurement procedures shall apply in the purchase. The locality assumes the responsibility to maintain the equipment and all records thereon.

§ 5. This Agreement may only be amended or otherwise modified by an instrument in writing signed by the Parties.

\_\_\_\_\_  
Robert W. Hicks  
Acting Deputy Commissioner  
Community Health Services  
Virginia Department of Health

\_\_\_\_\_  
Date

\_\_\_\_\_  
Local authorizing officer signature

Chris Boies  
Authorizing officer printed name

Administrator  
Authorizing officer title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tara Blackley, MA, MPH, MBA  
District Health Director  
Lord Fairfax Health District

\_\_\_\_\_  
Date

Approved as to form by the Office of the Attorney General on July 23, 2018

Attachments: Local Government Agreement, Attachment A(1.)  
Local Government Agreement, Attachment A(2.)

LGA-Revised December 2022

DocuSign Envelope ID: 7DBBA142-DB18-4743-9999-2B43535281A6

CLARKE COUNTY LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

FIPS: 043

BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS  
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT (32.1-11)

For Each Service Provided, Check Block for Highest Income Level Served			
	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
<b>COLLABORATIVE COMMUNITY HEALTH IMPROVEMENT PROCESS</b>			
Assure that ongoing collaborative community health assessment and strategic health improvement planning processes are established. To include public health, health care systems and community partners. As provided for in §32.1-122.03 Code Link- <a href="#">32.1-122.03</a> ; State Health Plan Link <a href="#">Virginia Plan for Well-Being 2016-2020</a>			X
<b>COMMUNICABLE DISEASE SERVICES</b>	Income A only	Defined by Federal Regulations	All (specify income level if not ALL)
Immunization of patients against certain diseases, including Childhood Immunizations As provided for in 32.1-46 Code Link- <a href="#">32.1-46</a>			X
Sexually transmitted disease screening, diagnosis, treatment, and surveillance 32.1-57. Districts may provide counseling Code Link- <a href="#">32.1-57</a>			X
Surveillance and investigation of disease 32.1-35 and 32.1-39 Code Links- <a href="#">32.1-35</a> , <a href="#">32.1-39</a> , <a href="#">32.1-43</a>			X
HIV/AIDS surveillance, investigation, and sero prevalence survey 32.1-36, 32.1-36.1, 32.1-39 Code Links- <a href="#">32.1-36</a> , <a href="#">32.1-36.1</a> , <a href="#">32.1-39</a>			X
Tuberculosis control screening, diagnosis, treatment, and surveillance 32.1-49, 32.1-50.1, and 32.1-54 Code Links- <a href="#">32.1-49</a> , <a href="#">32.1-50</a> , <a href="#">32.1-50.1</a>			X
<b>FAMILY PLANING SERVICES</b>	Income A only	Defined by Federal Regulations	All
Clinic services including drugs and Contraceptive supplies Family Planning Population Research Act of 1970, Title X Code Link- <a href="#">32.1-77</a> , 42 U.S.C 300 et seq., and 42 CFR Part 59		X	
Pregnancy testing and counseling Family Planning Population Research Act of 1970, Title X Code Link- <a href="#">32.1-77</a> , 42 U.S.C. 300 et seq., and 42 CFR Part 59\		X	

Revised 10/2019

1

DocuSign Envelope ID: 7DBBA142-DB18-4743-9999-2B43535281A6

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS  
INCOME LEVEL A IS DEFINED BY THE BOARD OF HEALTH TO BE MEDICALLY INDIGENT ([32.1-11](#))

CHILD HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Children Specialty Services: diagnosis, treatment, follow-up, and parent teaching 32.1-77, 32.1-89 and 32.1-90 Code Links <a href="#">32.1-77</a> , <a href="#">32.1-89</a> , <a href="#">32.1-90</a>			
Screening for genetic traits and inborn errors of metabolism, and provision of dietary supplements Code Links <a href="#">32.1-65</a> , <a href="#">32.1-67</a> , <a href="#">32.1-68</a>			
Well child care up to age 19 Board of Health Code Link <a href="#">32.1-77</a>			X
WIC : Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C. § 1786; 7 C.F.R. Part 26		X	
EPSDT: DMAS MOA Social Security Act section 1905(r) (5) Code Link <a href="#">32.1-11</a>			
Blood lead level testing Code Link <a href="#">32.1-46.1</a> , <a href="#">32.1-46.2</a>			X
Outreach, Patient and Community Health Education Code Link <a href="#">32.1-11</a> , <a href="#">32.1-11.3</a>			X
Community Education Code Link <a href="#">32.1-11</a> , <a href="#">32.1-23</a>			X
Pre-school Physicals for school entry Code Link <a href="#">22.1-270</a>			X
Services for Children with Special health care needs Title V, Social Security Act Code Link <a href="#">32.1-77</a>			X
Child restraints in motor vehicles Code Link <a href="#">46.2-1095</a> , <a href="#">46.2-1097</a>		X	
Babycare, Child: DMAS MOA		X	
MATERNAL HEALTH SERVICES	Income A only	Defined by Federal Regulations	All
Prenatal and post partum care for low risk and intermediate risk women, Title V, Social Security Act Code Link <a href="#">32.1-77</a>		X	
Babycare, Maternal: DMAS MOA		X	
WIC: Federal grant requirement Public Law 108-265 as amended, Child Nutrition Act of 1966; Child Nutrition and WIC Reauthorization Act 2009 Code Link 42 U.S.C §1786 and 7CFR Part 26		X	

Revised 10/2019

2

DocuSign Envelope ID: 7DBBA142-DB18-4743-9999-2B43535281A6

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES  
BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

<p>The following services performed in accordance with the provisions of the Code of Virginia, the regulation of the Board of Health and/or VDH agreements with other state or federal agencies and VDH policies. Data regarding the below services shall be entered in, or exported to, the statewide environmental health database for all available data fields. Local health department staff shall be responsible for responding to all complaints, constituent responses, media inquiries, and Freedom of Information Act request related to the following services.</p>	
<p><b>Investigation of communicable diseases:</b> Pursuant to §§ 32.1-35 and 32.1-39 of the Code of the Code of Virginia, the local health director and local staff are responsible for investigating any outbreak or unusual occurrence of a preventable disease that the Board of Health requires to be reported. Code Links-<a href="#">32.1-35</a>, <a href="#">32.1-39</a></p>	X
<p><b>Marinas:</b> Pursuant to § 32.1-246 of the Code of Virginia, local health department staff are responsible for permitting marinas and other places where boats are moored and is responsible for inspecting them to ensure that their sanitary fixtures and sewage disposal facilities are in compliance with the Marina Regulations (12VAC5-570-10 et seq.) Code Link-<a href="#">32.1-246</a></p>	
<p><b>Migrant labor camps:</b> Pursuant to §§ 32.1-203-32.1-211 of the Code of Virginia, local health departments are responsible for issuing, denying, suspending and revoking permits to operate migrant labor camps. Local health departments also must inspect migrant labor camps and ensure that the construction, operation and maintenance of such camps are in compliance with the Rules and Regulations Governing Migrant Labor Camps (12VAC5-501-10 et seq.). Code Links-<a href="#">32.1 Chapter 6 Article 6</a></p>	X
<p><b>Milk:</b> Pursuant to §§ 3.2-5206, 3.2-5208 of the Code of Virginia and the agency's MOA with VDACS, the local health department is responsible for issuing, denying, suspending and revoking permits for Grade "A" milk processing plants which offer milk and or milk products for sale in Virginia. Local health departments are also responsible for the inspection of Grade "A" milk plants for compliance with the Regulations Governing Grade "A" Milk (2VAC5-490-10). Code Links- <a href="#">3.2-5206</a>, <a href="#">3.2-5208</a></p>	
<p><b>Alternative discharging sewage systems:</b> Pursuant to § 32.1-164(A) of the Code of Virginia, local health departments are responsible for issuing, denying and revoking construction and operation permits for alternative discharging systems serving individual family dwellings with flows less than or equal to 1,000 gallons per day on a monthly average. Local health departments are also required to conduct regular inspections of alternative discharging systems in order to ensure that their construction and operation are in compliance with the Alternative Discharging Sewage Treatment Regulations for Individual Family Dwellings (12VAC5-640-10 et seq.). Code Link-<a href="#">32.1-164</a></p>	
<p><b>Onsite sewage systems:</b> Pursuant to § 32.1-163 et seq. of the Code of Virginia, local health department staff is responsible for reviewing and processing site evaluations and designs of onsite sewage systems in accordance with applicable state regulations and may perform such evaluations and designs as allowed. Local health department staff is also responsible for issuing, denying and revoking construction and operation permits for conventional and alternative onsite sewage systems. Local health department staff are responsible for assuring that onsite sewage systems are inspected at time of construction for compliance with the Sewage Handling and Disposal Regulations (12VAC5-610-20 et seq.; "SHDR") and the Alternative Onsite Sewage System Regulations (12VAC5-613-10 et seq.; "AOSS Regulations"); local health department staff may perform such inspections as required. Local health department staff is also responsible for assuring the performance, operation, and maintenance of onsite sewage systems are in compliance with the SHDR and AOSS Regulations. Code Link-<a href="#">32.1-163</a></p>	X
<p><b>Rabies:</b> Pursuant to § 3.2-6500 et seq. of the Code of Virginia, the local health department is responsible for investigating complaints and reports of suspected rabid animals exposing a person, companion animal, or livestock to rabies. Code Link- <a href="#">3.2-6500</a></p>	X

Revised 10/2019

3



DocuSign Envelope ID: 7DBBA142-DB18-4743-9999-2B43535281A6

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

ENVIRONMENTAL HEALTH SERVICES

BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

<p><b>Restaurants/eating establishments:</b> Pursuant to § 35.1-14 of the Code of Virginia, local health departments are responsible for issuing, denying, renewing, revoking and suspending permits to operate food establishments. In addition, local health departments are required to conduct at least one annual inspection of each food establishment to ensure compliance with the requirements of the Food Regulations (12VAC5-421-10 et seq.). These regulations include requirements and standards for the safe preparation, handling, protection, and preservation of food; the sanitary maintenance and use of equipment and physical facilities; the safe and sanitary supply of water and disposal of waste and employee hygiene standards. Code Link- <a href="#">35.1-14</a></p>	<p>X</p>
<p><b>Hotels/Motels:</b> In accordance with § 35.1-13 of the Code of Virginia, local health department staff is responsible for issuing, denying, revoking and suspending permits to operate hotels. The local health department is responsible for conducting inspections of hotels to ensure compliance with the Hotel Regulations (12VAC5-431-10 et seq.). These regulations include requirements and standards for physical plant sanitation; safe and sanitary housekeeping and maintenance practices; safe and sanitary water supply and sewage disposal and vector and pest control. Code Link-<a href="#">35.1-13</a></p>	<p>X</p>
<p><b>Wells:</b> Pursuant to § 32.1-176.4, and the resulting authority provided by the Board, local health departments are responsible for issuing, denying and revoking construction permits and inspection statements for private wells. Local health departments are also responsible for inspecting private wells to ensure that their construction and location are in compliance with the Private Well Regulations. (12VAC5-630-10 et seq.) Code Link-<a href="#">32.1-176.4</a></p>	<p>X</p>
<p><b>Homes for adults:</b> The local health department, at the request of the Department of Social Services (DSS), will inspect DSS-permitted homes for adults to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))</p>	<p>X</p>
<p><b>Juvenile Justice Institutions:</b> Pursuant to § 35.1-23 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of juvenile justice institutions in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-<a href="#">35.1-23</a></p>	<p>X</p>
<p><b>Jail Inspections:</b> Pursuant to § 53.1-68 of the Code of Virginia and the agency's memorandum of understanding with the Department of Corrections, local health departments are responsible for conducting at least one annual unannounced inspection of correction facilities in order to evaluate their kitchen facilities, general sanitation and environmental health conditions. Code Link-<a href="#">53.1-68</a></p>	<p>X</p>
<p><b>Daycare centers:</b> At the request of DSS will inspect DSS-permitted daycare centers to evaluate their food safety operations, wastewater disposal and general environmental health conditions. (22VAC40-80-160(B)(3))</p>	<p>X</p>
<p><b>Radon</b> Pursuant to § 32.1-229, local health department may assist VDH Central Office with Radon testing and analysis. Code Link-<a href="#">32.1-229</a>.</p>	<p>X</p>
<p><b>Summer camps/ Campgrounds:</b> Pursuant to §§ 35.1-16 and 35.1-17 of the Code of Virginia and the corresponding regulations, local health departments are responsible for issuing, denying, and revoking permits to operate summer camps and campgrounds. The local health department is responsible for conducting inspections of summer camps and campgrounds not less than annually to ensure that their construction, operation and maintenance are in compliance with the Regulations for Summer Camps (12VAC5-440-10 et seq.) and the Rules and Regulations Governing Campgrounds (12VAC5-450-10 et seq.). Code Links-<a href="#">35.1-16</a>, <a href="#">35.1-17</a></p>	<p>X</p>

Revised 10/2019

4

DocuSign Envelope ID: 7DBBA142-DB18-4743-9999-2B43535281A6

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

OTHER PUBLIC HEALTH SERVICES  
BASIC PUBLIC HEALTH SERVICES TO BE ASSURED BY LOCAL HEALTH DEPARTMENTS

The following services performed in accordance with the provisions of the Code of Virginia, the regulations of the Board of Health and/or the policies and procedures of the State Department of Health	
Pre-Admission Screenings (PAS) DMAS MOA Code Link- <a href="#">32.1-330</a>	X
Comprehensive Services Act Community Policy and Management Teams (CPMT) 2.2-5201-2.2-5211 Code Link- <a href="#">2.2-5201</a> , <a href="#">2.2-5211</a>	X
Interagency Coordinating Council (Infants/Toddlers) Early Intervention Services Code Link- <a href="#">2.2-5305</a> , <a href="#">2.2-5306</a>	
Vital Records Code Link- <a href="#">32.1-254</a> , <a href="#">32.1-255</a> , <a href="#">32.1-272</a>	X
Immunizations for maternity and post-partum patients Code Link- <a href="#">32.1-11</a> , <a href="#">32.1-325</a> , <a href="#">54.1-3408</a> .	X
AIDS Drug Assistance Program (ADAP) Code Link- <a href="#">32.1-11</a> .	X
Emergency Preparedness and Response Code Link- <a href="#">32.1-42</a> , <a href="#">32.1-43</a> et seq., <a href="#">32.1-229</a> .	X
HIV Counseling, Testing and Referral Code Link- <a href="#">32.1-37.2</a>	X

Revised 10/2019

5

DocuSign Envelope ID: 7DBBA142-DB18-4743-9999-2B43535281A6

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

**OPTIONAL PUBLIC HEALTH SERVICES**

For Each Service Provided, Check Block for Highest Income Level Served			
	Income A only	Defined by Federal Regulations	All
<b>COMMUNICABLE DISEASE SERVICES</b>			
Foreign Travel Immunizations			X
Other:			
<b>CHILD HEALTH SERVICES</b>			
Disabled disability Waiver Screenings DMAS MOA Code Link: <a href="#">32-1-330</a> Other:			
Other: Community Education			X
Other: EDCC Waiver			X
<b>MATERNAL HEALTH SERVICES</b>	Income A only	Defined by Federal Regulations	All
Other: Community Education			X
<b>FAMILY PLANNING SERVICES</b>	Income A only	Defined by Federal Regulations	All
Nutrition Education		X	
Preventive Health Services		X	
Pre-Conception Health Care		X	
Other: Community Education			X
<b>MEDICAL SERVICES - Please identify services</b>	Income A only	Defined by Federal Regulations	All
Community Education			X
Pharmacy services-Alternate Drug Delivery Site			X
Hypertension screening, referral, and counseling			X
Other			

Revised 10/2019

6

DocuSign Envelope ID: 7DBBA142-DB18-4743-9999-2B43535281A6

LOCAL GOVERNMENT AGREEMENT, ATTACHMENT A(1.)

VIRGINIA DEPARTMENT OF HEALTH  
COMMUNITY HEALTH SERVICES

OPTIONAL PUBLIC HEALTH SERVICES

For Each Service Provided, Check Block for Highest Income Level Served

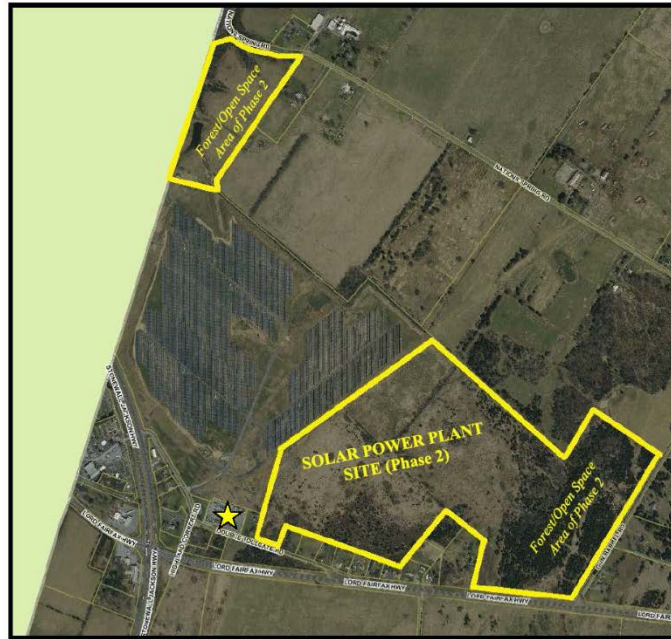
SPECIALTY CLINIC SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
N/A			
DENTAL HEALTH SERVICES - Please identify services	Income A only	Defined by Federal Regulations	All
WIC Dental Varnish		X	



11) *Set Public Hearing: Solar Power Plant Use and Regulations Text Amendment (PH2023-13: TA23-04)*

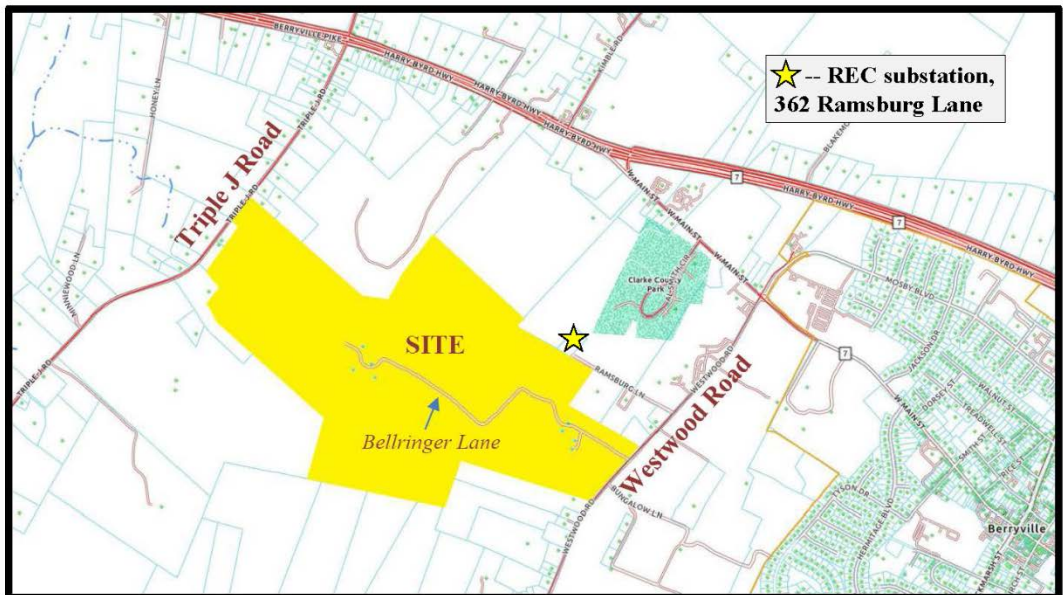
Planning Director Brandon Stidham presented the following:

- In July, the Board adopted a resolution initiating the development of a text amendment that would accomplish three purposes:
  1. Prohibit the development of any new solar power plants in the County.
  2. Preserve solar power plants in existence or with zoning approval as conforming uses with the ability to expand within one mile of the pre-existing electrical substation that originally qualified the facility for development.
  3. Protect the ability of County landowners to use “behind-the-meter” solar power primarily for their own onsite consumption and with incidental resale of excess power to service providers.
- Staff and the Planning Commission have developed this text amendment as requested.
- Currently, solar power plants must be located adjacent to and all facilities located within one mile of a 138kV or higher voltage substation. The Potomac Edison substation in Double Tollgate and the REC substation on Ramsburg Lane are the only two substations that meet this requirement.
- During deliberations, there were concerns about the possibility of a future applicant developing a solar power plant adjacent to a new substation that could meet these requirements. This is a possibility under the current ordinance; however, such a substation would have to gain its own approval through the special use permit process. That substation would then need to be constructed and activated before somebody could apply for a solar power plant special use permit.
- The proposed text amendment modifies Use Regulation 1 so as to limit the development of solar power plants to these two existing substations specifically:



★ -- Potomac Edison substation, 234 Double Tollgate Road

- The Double Tollgate substation is predominantly surrounded by the properties containing both Hecate Phase 1 and Phase 2. All other adjacent properties would be too small to develop a solar power plant.
- If this text amendment is adopted, Hecate Phase 2 would be developed as a conforming use on that property.



★ -- REC substation, 362 Ramsburg Lane

- In the near future, the Board will review a special use permit application on the Bellringer property (yellow area) for Horus Virginia to do a 50 megawatt

solar power plant. The remainder of property adjacent to the substation is the County Park.

- The text amendment makes a minor modification to the definition for behind the meter solar so that it describes a typical residential solar array system, which typically provides back-up or supplemental power for the house and property. In some cases, depending on individual power company policies, customers are able to re-sell excess energy generated for credits on their electricity bill.
- The proposed text amendment would allow that practice to continue and provide some flexibility for larger property owners, such as farmers, who could put up larger arrays to provide supplemental power for their operations. The predominant use or purpose of that solar-generating system must be for on-site power generation and incidental resale of the excess. If the predominant use were generating power for sale, then it would be considered a solar power plant.
- The Planning Commission held a public hearing on this text amendment on December 1 and received comments from various citizens, which are provided in the staff report found in the meeting packet.
- The Planning Commission voted 8-1-1, Chair Ohrstrom against, to recommend that the Board of Supervisors adopt the text amendment as presented.
- If the Board is ready to adopt the text amendment as presented, recommend scheduling a public hearing for the next meeting.

#### Vice Chair Catlett

- Shared that the Planning Commission discussed at length the fact that Clarke County is not against solar, but is trying to find a balance so as not to overwhelm farmland.
  - Mr. Stidham added that the Planning Commission intends to work through the Rural Lands Plan development in 2024, to explore community-scale solar.

#### Chairman Weiss

- Noted that the comments the Planning Commission received are somewhat industry-based. This is a land use issue and the Board is not taking an opinion on whether solar is good or bad. In terms of land use, solar is detrimental to agriculture in the long run. Land is a finite source and solar prohibits people from actively farming land.

#### Supervisor Lawrence

- Observed that active farming is key. Solar takes away the land available for those who are trying to make a living by farming.



**Supervisor Lawrence moved to set a public hearing on Solar Power Plant Use and Regulations Text Amendment (PH2024-01: TA23-04) for January 16, 2024, at 6:30 pm or as soon thereafter as the matter may be heard. The motion carried by the following vote:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

**12) Update on Fire & EMS Commission**

County Administrator Chris Boies presented the following:

- The Fire & EMS Commission met on December 14 and voted unanimously to recommend dissolving the Commission.
- County staff worked with the three Fire Chiefs and the Presidents of the three companies to determine what they wanted to see in a governance structure.
- Based on those discussions, the Fire & Rescue Advisory Group (FRAG) was set up last year. The composition and framework for the FRAG were supported by all three companies, who felt that it was the right way to move forward.
- For the past year, the Fire & EMS Commission has been operating alongside and monitoring the FRAG. The Commission feels that the FRAG is accomplishing what it needs to, which is why the Commission is comfortable recommending their own dissolution.
- If the Board agrees with the Commission’s recommendation, dissolving the Fire & EMS Commission would require an amendment to the Code of Clarke County, Chapter 17 – Fire, EMS, & Emergency Management.

**Chairman Weiss**

- Advised that the Commission members understand that the rank-and-file had issues with the Commission over time, for various reasons. In the end, the Commission’s main concern was how the public would know what was going on and how to be transparent about spending and fund allocations.
- It has been suggested that the Chief make an annual status presentation, which will allow the Board to ask questions about response times and how the system is functioning.
- It was also suggested that, at a separate meeting annually, the FRAG Chairperson would make a presentation on their work and functions.

**Supervisor Lawrence moved to set a public hearing on Clarke County Code Chapter 17 – Fire, EMS, & Emergency Management Text Amendment (PH2024-02: CC2024-01) for January 16, 2024, at 6:30 pm or as soon thereafter as the matter may be heard. The motion carried by the following vote:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

13) *Board of Supervisors Personnel Committee Items from December 11, 2023*

A. Expiration of Term for Appointments Expiring through February 2024

2023-12-11 Summary: Following review, the Personnel Committee recommends the following:

- Appoint Anne Cushman to replace Margaret Legard on the Board of Social Services for a four-year term that will expire December 31, 2027.
- Reappoint Barbara Byrd to the Board of Social Services for a four-year term that will expire December 31, 2027.
- Reappoint Chris Bates as the parent representative to the Community Policy & Management Team for a three-year term that will expire December 31, 2026.
- Reappoint Christy Dunkle as the Town of Berryville representative to the Economic Development Advisory Committee for a four-year term that will expire December 31, 2027.
- Reappoint Lisa Goshen to the Northwestern Community Services Board for a three-year term expiring December 31, 2026.
- Appoint Sheriff-Elect Travis Sumption to the Northwestern Regional Jail Authority for a four-year term that will expire December 31, 2027.
- Reappoint Chris Boies to the Northwestern Regional Jail Authority for a one-year term that will expire on December 31, 2024.
- Reappoint Susan Merriman to the Parks & Recreation Advisory Board for a four-year term that will expire December 31, 2027.
- Reappoint Tom Elliston to the Parks & Recreation Advisory Board for a four-year term that will expire December 31, 2027.

- Reappoint Emily Rhodes to the Parks & Recreation Advisory Board for a four-year term that will expire December 31, 2027.
- Reappoint Berkeley Reynolds as the Town of Boyce representative to the Parks & Recreation Advisory Board for a four-year term that will expire December 31, 2027.
- Reappoint Cathy Seal as alternate to the Shenandoah Valley Chief Local Elected Officials Consortium for a four-year term that will expire December 31, 2027.

2023-12-11 Action: Chris Boies reviewed the above summary.

**Supervisor McKay moved to approve the Personnel Committee recommendations as presented. The motion carried by the following vote:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

14) *Board of Supervisors Work Session Items from December 11, 2023*

Board of Supervisors Work Session Items  
Berryville/Clarke County Government Center, 2<sup>nd</sup> Floor  
101 Chalmers Court, Berryville, Virginia 22611  
December 11, 2023, 10:00 am, Meeting Room AB

Board Members Present: David S. Weiss, Matthew E. Bass, Terri T. Catlett, Beverly B. McKay, Doug M. Lawrence

Board Members Absent: None

Officer / Staff Present: Chris Boies, Catherine Marsten, Cathy Kuehner, Brandon Stidham

Others Present: None

Press Present: Mickey Powell, Winchester Star

2023-12-11 Summary: At 10:04 am, Chairman Weiss called the meeting to order.

- A. Continued Discussion: Campground Regulations Text Amendment (PH2023-12: TA23-01): Planning Director Brandon Stidham reviewed campground

ordinances in place in other surrounding localities. Each Board member expressed his or her thoughts on campgrounds. There was consensus to ask the Planning Commission to develop significant use regulations for campgrounds instead of removing campgrounds completely from the ordinance. The Board generally agreed that new campgrounds proposed should require a Special Use Permit, should not allow RV's, should not contain more than a certain number of campsites (a limit of 20 was mentioned), that there should be some requirement for the property owner to live on-site if the campground exceeded a certain size, and that regulations from other localities (and in some cases more stringent regulations) be incorporated into our ordinance. The Planning Commission's work would be reviewed by the Board in a work session before the Planning Commission schedules a public hearing on any proposed text amendments. There was also discussion on how to handle existing campsites on the river that may not meet current or proposed regulations, but there was no consensus on how to handle these circumstances.

At 10:51 am, Chairman Weiss adjourned the meeting.

2023-12-19 Action: Chris Boies reviewed the above summary.

#### 15) *Board of Supervisors Finance Committee Items from December 11, 2023*

##### A. FY24 Supplemental Appropriation Requests

1. The Children's Services Act Office is requesting supplemental revenue and expenditure appropriation for several of their program budget lines. Each of the CSA's budgeted program lines qualify for additional revenue from the State; however, each of them require a local match. Therefore, the CSA Office is requesting additional expenditure budget and appropriation of \$448,008, with revenue from the State in the amount of \$359,133 and a local match of \$88,875.

2023-12-11 Summary: Following review, the Finance Committee recommends, "Be it resolved that FY24 Children's Services Act operating fund budgeted expenditure and appropriation be increased \$448,008, revenue budget and appropriation be increased by \$359,133, and fund balance designation for CSA be decreased in the amount of \$88,875, all for the purpose of receiving additional State revenue for the Children's Services Act programs budget".

2023-12-19 Action: Brenda Bennett reviewed the above summary:

- A few individuals have required extensive services through the CSA, resulting in significant additional expenses. Staff applied for additional state revenue based on projections of these expenses through the remainder of the fiscal year.

Chairman Weiss

- Noted that the county maintains a fund balance designation (currently \$500,000) for this purpose, as this scenario has occurred before.

**Supervisor Lawrence moved, be it resolved, that FY24 Children’s Services Act operating fund budgeted expenditure and appropriation be increased \$448,008, revenue budget and appropriation be increased by \$359,133, and fund balance designation for CSA be decreased in the amount of \$88,875, all for the purpose of receiving additional State revenue for the Children’s Services Act programs budget. The motion carried by the following vote:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

2. The Planning Department has received a Litter Prevention and Recycling Program grant in the amount of \$16,551.93. The current FY24 budget includes \$8,000 for this program. This request is for an additional \$8,551.93 in supplemental revenue and expenditure appropriation in order to recognize the full grant amount. There is no local match required.

2023-12-11 Summary: Following review, the Finance Committee recommends, “Be it resolved that FY24 Litter Control operating fund budgeted expenditure and appropriation be increased \$8,551.93, revenue budget and appropriation be increased by \$8,551.93, all for the purpose of receiving additional State revenue for the Litter Prevention and Recycling Program Grant”.

2023-12-19 Action: Brenda Bennett reviewed the above summary:

- This program has, over the past few years, received more funding than before.
- These funds will be expended through the Litter Committee, which has submitted a list of budgeted projects.

**Supervisor Lawrence moved, be it resolved, that FY24 Litter Control operating fund budgeted expenditure and appropriation be increased \$8,551.93, revenue budget and appropriation be increased by \$8,551.93, all for the purpose of receiving additional State revenue for the Litter Prevention and Recycling Program Grant. The motion carried by the following vote:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

3. The Sheriff’s Office has been awarded an additional \$5,000 in ARPA funds and is requesting supplemental expenditure and revenue appropriation for this amount with no local match required.

2023-12-11 Summary: Following review, the Finance Committee recommends, “Be it resolved that FY24 Government Capital Projects fund expenditure budget and appropriation be increased \$5,000 and that revenue budget and appropriation be increased by the same amount, all for the purpose of receiving additional ARPA revenue to be used to purchase bullet resistance vests for the Sheriff’s Office”.

2023-12-19 Action: Brenda Bennett reviewed the above summary.

**Supervisor McKay moved, be it resolved, that FY24 Government Capital Projects fund expenditure budget and appropriation be increased \$5,000 and that revenue budget and appropriation be increased by the same amount, all for the purpose of receiving additional ARPA revenue to be used to purchase bullet resistance vests for the Sheriff’s Office. The motion carried by the following vote:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

- The Registrar’s Office has been awarded a State Homeland Security Grant from the Virginia Department of Emergency Management in the amount of \$45,000 for security improvements. The funds will be used for cameras to monitor the ballot box, programmable key pads for the equipment room, polling place signs, name/ID tags, and two backup generators. The Registrar is requesting \$45,000 supplemental revenue and expenditure appropriation for this grant and there is no local match required.

2023-12-11 Summary: Following review, the Finance Committee recommends, “Be it resolved that FY24 Government Capital Projects fund expenditure budget and appropriation be increased \$45,000 and that revenue budget and appropriation be increased in the same amount, all for the purpose of receiving a Virginia Department of Emergency Management grant to provide security improvements and equipment for the Registrar’s Office”.

2023-12-19 Action: Brenda Bennett reviewed the above summary:

- The Voter Registrar is managing the grant, which is very detailed and complicated.
- These security improvements are required by the state, so being able to use grant funds for them is very helpful.

**Supervisor McKay moved, be it resolved, that FY24 Government Capital Projects fund expenditure budget and appropriation be increased \$45,000 and that revenue budget and appropriation be increased in the same amount, all for the purpose of receiving a Virginia Department of Emergency Management grant to provide security improvements and equipment for the Registrar’s Office. The motion carried by the following vote:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye

Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

5. Courthouse Green Project supplemental appropriation request of \$83,425

2023-12-11 Summary: Following review, the Finance Committee recommends, “Be it resolved that FY24 Government Capital Projects fund expenditure budget and appropriation be increased \$83,425 for the Courthouse Green Project, and that fund balance designation for the County Courthouse Green Project be reduced by the same amount, all for the purpose providing budget for the next design phase of the Courthouse Green project”.

2023-12-19 Action: Chris Boies reviewed the above summary:

- The first part of this request is to move to the next phase of design for the Courthouse Green and to create more detailed plans for the actual demolition, landscaping, grading, and stormwater work to be done. These plans will get the project closer to having documents to use for bidding. Within this contract is a proposal for a construction estimate, which will help with budgeting.
- The second part of this request is for the consultants to assist the county in working through a design contest for the second feature. An hourly contract, up to \$10,000, is proposed for this portion. A staff person from the Virginia Museum of Fine Arts will also assist at no additional cost.

**Vice Chair Catlett moved, be it resolved, that FY24 Government Capital Projects fund expenditure budget and appropriation be increased \$83,425 for the Courthouse Green Project, and that fund balance designation for the County Courthouse Green Project be reduced by the same amount, all for the purpose providing budget for the next design phase of the Courthouse Green project. The motion carried by the following vote:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye



6. Clarke County Public Schools received additional State funding and is requesting supplemental expenditure and revenue appropriation of \$290,898. There is no local match required. The additional appropriation would be used for the following items:
  - a. \$218,607 All-in Virginia Plan. The total amount of All-in Virginia funds awarded to CCPS is \$321,709. However, the school division plans to spend \$218,607 in FY24 and the remainder in FY25. The All-in VA plan includes funds for High Intensity Academic Tutoring, Acceleration and Expansion of the Virginia Literacy Act, and Addressing Chronic Absenteeism.
  - b. \$72,291 Compensation Supplement. This will be used to provide additional salary compensation. When the FY24 (current year) budget was developed, teacher-scale employee salaries were increased by 7%. All other salaries were increased by 5%. The additional state funding will be used to increase the other salaries by an additional 2% effective January 1, 2024, bringing the salary increase for all employees to 7%.

2023-12-11 Summary: Following review, the Finance Committee recommends, “Be it resolved that FY24 School Operating fund expenditure budget and appropriation be increased \$290,898 and that revenue budget and appropriation be increased by the same amount, all for the purpose of accepting additional State revenue from the Virginia Department of Education for the All-in Virginia Program Implementation and to provide a 2% salary increase to all CCPS employees, other than teachers who received a 7% increase when the FY24 budget was adopted”.

2023-12-19 Action: Brenda Bennett reviewed the above summary.

**Supervisor McKay moved, be it resolved, that FY24 School Operating fund expenditure budget and appropriation be increased \$290,898 and that revenue budget and appropriation be increased by the same amount, all for the purpose of accepting additional State revenue from the Virginia Department of Education for the All-in Virginia Program Implementation and to provide a 2% salary increase to all CCPS employees, other than teachers who received a 7% increase when the FY24 budget was adopted. The motion carried by the following vote:**

Matthew E. Bass                      -     Aye

Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

B. Transfer Request from Operating Fund Budget to Capital Projects Fund Budget: The Clarke County Health Department had excess fund balance at the end of FY23. As a result, they are returning \$25,000 to Clarke County, which will create savings within the FY24 Operating Health Department expense budget. This request is to transfer that \$25,000 in savings from the operating fund budget to the Capital Projects fund budget line for the Health and Human Services Space Project. The transfer would help cover future expenses for that project.

2023-12-11 Summary: Following review, the Finance Committee recommends, “Be it resolved that FY24 budgeted expenditure of \$25,000 be transferred from the Clarke County Operating fund to the Clarke County Capital Projects fund, for the purpose of receiving \$25,000 from the Clarke County Health Department”.

2023-12-19 Action: Chris Boies reviewed the above summary:

- Every year, the Health Department requests their carryforward from the previous year. They have carried forward approximately \$140,000, predominantly from vacancy savings over the years.
- Staff asked them to return \$25,000 of those funds, so that the county could allocate them towards the proposed new Health & Human Services building.

**Vice Chair Catlett moved, be it resolved, that FY24 budgeted expenditure of \$25,000 be transferred from the Clarke County Operating fund to the Clarke County Capital Projects fund, for the purpose of receiving \$25,000 from the Clarke County Health Department. The motion carried by the following vote:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

C. Update on Opioid Abatement Funds: Information Only.

2023-12-11 Summary: The Finance Committee heard an update from staff, no action was taken.

2023-12-19 Action: Chris Boies reviewed the above summary:

- A workgroup has looked at how the opioid abatement funds can be best spent appropriately within the county government.
- Regulations governing the use of these funds are extensive and restrictive.
- Only thing that may come before the Board in this fiscal year is a software request from the Sheriff’s Office.
- Neither the Department of Social Services nor the schools have any immediate uses, but will have proposals for the FY25 budget.
- Funds will continue to accumulate and be set aside, to be used as the Board approves in the future.

D. Bills and Claims

2023-12-11 Summary: Following review, the Finance Committee recommends approving the November 2023 Invoice History report.

2023-12-19 Action: Brenda Bennett reviewed the above summary.

**Vice Chair Catlett moved to approve the November 2023 Invoice History Report as presented. The motion carried by the following vote:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

E. Standing Reports

- a. Year to Date Budget Report
- b. Reconciliation of Appropriations
- c. Capital Projects Report

2023-12-19 Action: Information Only.

### 16) *Joint Administrative Services Board Update*

Brenda Bennett advised the following:

- The JAS Board met December 18 and received updates.
- Staff is still working through issues with the county’s previous health insurance administrator, Benefit Plan Administrators (BPA).
- Staff is still trying to reconcile and resolve the final account balance and hopes to wrap everything up by next month. The JAS Board feels that there is enough money involved to warrant continued efforts.
- Also discussed were upcoming changes to the VRS hybrid retirement plan. The employer contribution rate will change in July and will then have a variable component, which makes budgeting more complicated.

### 17) *Government Projects Update*

Chris Boies provided the following update:

- We received seven proposals from architects to help us study the space needs for the new health department and social services building. We will interview firms over the next couple weeks. The procurement was done in a manner that if we like the firm that performs this work, we could use them for the full design of the building. As a reminder, the building is programmed in the CIP for FY 26. This preliminary work will help us determine our site needs and will assist in developing a better project budget.
- REC is working through the County site plan process for the pump station site off of Featherbed Road. There is a karst feature, which needs to be avoided, but I think a solution was developed this morning, which satisfied the geotech’s comments. I am not sure if revised drawings will be done in time for the January Planning Commission meeting but hopefully everything can be wrapped up in February at the latest. The site plan approval will help Frederick Water in their efforts to go to bid early next spring.
- The recent rains have been a welcome change. The Drought Monitoring Task Force was scheduled to meet yesterday but I have not heard if they changed our drought status which is currently still in the warning category. The Opequon not surprisingly was much above normal following this weekend’s rain but ground water remains very low.
- I want to thank Lisa Cooke and her staff for working with two community volunteers to bring “Cooking Matters” classes to Clarke County. These are free cooking classes aimed at helping families prepare healthy meals. Cooking

Matters is a national program and our local volunteers are Anne Cushman and Margie Sollee.

- I would like to thank Sheriff-elect Sumption on the successful completion of the radio project. It was a project loaded with challenges but he stayed on top of things and got the project across the finish line. Wayne Whetsell and Pam Hess were also instrumental in getting the project completed.

18) *Miscellaneous Items*

None presented.

19) *Summary of Required Action*

<u>Item</u>	<u>Description</u>	<u>Responsibility</u>
1.	Process approved minutes	Catherine Marsten
2.	Execute approved resolutions and appointment letters	David Weiss
3.	Process appointments and resolutions	Catherine Marsten
4.	Present resolutions to Sheriff Roper and Senator Vogel	Chris Boies
5.	Execute approved agreements	Chris Boies
6.	Process approved agreements	Catherine Marsten
7.	Process bills & claims and finance items	Brenda Bennett
8.	Advertise PH2024-01 & PH2024-02	Chris Boies
9.	Post FY23 audit report on website	Cathy Kuehner

20) *Board Member Committee Status Reports*

Supervisor Bev McKay

Town of Boyce

- Recently hosted a dinner and Christmas tree lighting.

Northern Shenandoah Valley Regional Commission

- Did not meet, recent meeting was canceled.

Regional Airport Authority

- Nothing to report.

Conservation Easement Authority

- Discussing possible fairgrounds easement with Ruritan Club.

Sanitary Authority

- Installed a new effigy on the Boyce water tower to keep crows away.
- Grease levels are being tested and are being addressed at several locations.

Berryville-Clarke County Joint Building Committee

- Next meeting is in January.

Vice Chair Terri Catlett

Career and Technical Education

- Did not meet.

Historic Preservation Commission

- Did not meet.

Clarke County Humane Foundation

- Nothing to report.

Village of Millwood

- Recent Christmas tree lighting was well attended.

Planning Commission

- Nothing to report.

Community Policy & Management Team

- Continuing discussions on budget and community needs.

Supervisor Doug Lawrence

Board of Social Services

- Meets December 20.

School Board

- Nothing did not attend last meeting due to schedule conflict.

Regional Jail Authority

- Did not meet.

Broadband Implementation Committee

- Has not met in quite some time, but watching project progress in Northern Neck and Loudoun County closely; they are on a different grant and schedule and slated to be finished before Clarke.

Chairman David Weiss

Berryville-Clarke County Joint Committee on Economic Development & Tourism

- Has not met.

Fire/EMS Commission

- Update already provided.
- Industrial Development Authority
- Has not met.

21) & 22) *Closed Session Pursuant to §2.2-3711(A)(3) and §2.2-3711(A)(7)*

**At 2:38 pm, Supervisor Bass moved to enter closed session pursuant to §2.2-3711(A)(3) to discuss the acquisition of real property for a public purpose, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body, and pursuant to §2.2-3711(A)(7) to consult with legal counsel regarding actual litigation where such consultation in open meeting would adversely affect the negotiating or litigating posture of the public body. The motion carried by the following vote:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

**At 3:31 pm, with the members of the Board of Supervisors being assembled within the designated meeting place with open doors and in the presence of members of the public and/or the media desiring to attend, Vice Chair Catlett moved to reconvene in open session. The motion carried as follows:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

**Vice Chair Catlett further moved to execute the following Certification of Closed Session:**

**CERTIFICATION OF CLOSED SESSION**

**WHEREAS, the Board of Supervisors of the County of Clarke, Virginia, has convened a closed meeting on the date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and**

**WHEREAS, Section 2.2-3700 of the Code of Virginia requires a certification by the Board of Supervisors of the County of Clarke, Virginia, that such closed meeting was conducted in conformity with Virginia law.**

**NOW, THEREFORE BE IT RESOLVED, that the Board of Supervisors of the County of Clarke, Virginia, hereby certifies that, to the best of each members knowledge, (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which the 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 Board of Supervisors of the County of Clarke, Virginia. The motion was approved by the following roll-call vote:**

Matthew E. Bass	-	Aye
Terri T. Catlett	-	Aye
Doug M. Lawrence	-	Aye
Beverly B. McKay	-	Aye
David S. Weiss	-	Aye

No action was taken following the closed session.

*22) Adjournment*

Chairman Weiss adjourned the meeting at 3:51 pm.

*23) Next Regular Meeting Date*

The date of the next regular meeting of the Board of Supervisors will be determined at the January 8, 2024 Organizational Meeting.

ATTEST: December 19, 2023

---

David S. Weiss, Chairman

---

Chris Boies, County Administrator

---

Recorded and Transcribed by Catherine D. Marsten