

**At a Regular Meeting of the Sussex County Board of Supervisors
Held in the General District Courtroom on
Thursday, November 19, 2015 – 7 pm**

BOARD MEMBERS PRESENT

Charlie E. Caple, Jr.
C. Eric Fly, Sr.
Alfred G. Futrell
Robert E. Hamlin
John A. Stringfield
Raymond L. Warren

STAFF PRESENT

Deborah A. Davis, County Administrator
Vandy V. Jones, III, Deputy County Administrator
Michael F. Kaestner, County Attorney
Raymond R. Bell, Sheriff
Ellen G. Boone, Commissioner of the Revenue
Shilton R. Butts, Assistant to the County Administrator
Susan Chappell, Sheriff's Department
Deste J. Cox, Deputy Treasurer
Brenda H. Drew, Housing Coordinator
Marvin J. Drew, II, Permits Technician
Anne K. Ellis, Finance Supervisor
Chequila H. Fields, Director of Social Services
Andre M. Greene, Director of Community Development
William Jenkins, General Registrar
Michael Kessinger, Town of Wakefield
Lyndia P. Ramsey, Commonwealth's Attorney
Gary M. Williams, Clerk of the Circuit Court
Onnie L. Woodruff, Treasurer

Item 1. Call To Order/Determine Quorum (7:15 pm)

The November 19, 2015 meeting of the Board of Supervisors was called to order by Chairman Hamlin.

Due to technical issues with the recording device, there was a delay in the start of the Board meeting.

Item 2. The Invocation

The Invocation was offered by Supervisor Warren.

Item 3. The Pledge of Allegiance

The Pledge of Allegiance was recited by all.

Item 4. Agenda Amendments

Supervisor Warren requested the following agenda amendments: under the consent agenda, move Items 6c. Appropriation of \$30,000.00, CDBG Planning Grant Funds, and Item 6d. Restoration of Funds, \$3,600.00 Community Development Office as Items 11a.25 and 11a.26, respectively, under the County Administrator's report.

Supervisor Fly requested the following agenda amendments: under the County Administrator's report, move Item 11a.10, Resolution of Southampton Academy Girls softball team to consent agenda as Item 6c.; amend Item 15b. Closed Session to include from under the County Administrator's report, item 11a.12. Closed Session to discuss Building Official's staff.

Item 5. Approval of Regular Agenda

ON MOTION OF SUPERVISOR WARREN, seconded by SUPERVISOR STRINGFIELD and carried: RESOLVED that the November 19, 2015 regular agenda of the Sussex County Board of Supervisors inclusive of the following: (a) under the consent agenda, move Items 6c. Appropriation of \$30,000.00, CDBG Planning Grant Funds, and (b) Item 6d. Restoration of Funds, \$3,600.00 Community Development Office as Items 11a.25 and 11a.26, respectively, under the County Administrator's report; (c) under the County's Administrator's report, move Item 11a.10, Resolution of Southampton Academy Girls softball team to consent agenda as Item 6c.; and (d) amend Item 15b. Closed Session to include from under the County Administrator's report, item 11a.12. Closed Session to discuss Building Official's staff, is hereby approved.

Voting aye: Supervisors Caple, Fly, Futrell, Hamlin, Stringfield, Warren

Voting nay: none

Item 6. Approval of Consent Agenda

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR CAPLE and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the November 19, 2016 consent agenda inclusive of: (a) Minutes of October 15, 2015 meeting; (b) Warrants and Vouchers; and, (c) Resolution for Southampton Academy Girls softball team.

Voting aye: Supervisors Caple, Fly, Futrell, Hamlin, Stringfield, Warren

Voting nay: none

Item 7. Public Hearing

ON MOTION OF SUPERVISOR STRINGFIELD, seconded by SUPERVISOR CAPLE and carried: RESOLVED that the Sussex County Board of Supervisors hereby enters public hearing to consider: (a) Conditional Use Permit Application 2015-02, Verizon Wireless, applicant; (b) Purchase and Sale Agreement, Parcel ID 61A2-A-6M 11.03 Acres; and (c) Purchase and Sale Agreement of the former Annie B. Jackson School Building.

Voting aye: Supervisors Caple, Fly, Futrell, Hamlin, Stringfield, Warren
Voting nay: none

a. Conditional Use Permit Application 2015-02, Verizon Wireless, applicant

County Administrator Davis read a letter addressed to Mr. Andre Greene, Director of Community Development, dated November 18, 2015, from Jeff Holland, AICP, (Zoning Manager) representing Verizon Wireless. The letter submitted was its official withdrawal of Verizon Wireless' Conditional Use Permit Application for a proposed 199' monopole telecommunications tower and related accessory improvements on Tax Map #12-A-7 in Sussex County. Mr. Hollands' letter stated that the withdrawal was due to Verizon Wireless reevaluating all of their sites and their schedules for the next couple of years.

A copy of the letter was provided to the Board members.

b. Purchase and Sale Agreement, Parcel ID 61A2-A-6, 11.03 Acres

Mike Kaestner, County Attorney, advised that local government must hold public hearing to sell County-owned property.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (hereinafter "Contract" or "Agreement") is made, in duplicate, as of the _____ day of _____, 2015, by and between, SUSSEX COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia, whose address is P.O. Box 1397, 20135 Princeton Road, Sussex, Virginia 23884, hereinafter referred to as "Seller", party of the first part, and the TOWN OF WAKEFIELD, a Virginia Municipal Corporation, whose address is P. O. Box 550, Wakefield, Virginia 23888, hereinafter referred to as "Purchaser", party of the second part:

1. **Real Property:** Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon (the "Property" or "Premises"), located near the Town of Wakefield, Virginia and generally described as:

Tax Map #: 61A2-A-6

All that certain piece or parcel of land designated as Tax Parcel 61A2-A-6, being in the Wakefield Magisterial District, Sussex County, Virginia and containing 11.03 acres, more or less, as shown on that certain survey or plat, "PLAT SHOWING SUBDIVISION OF A PORTION OF TAX PARCEL 61A2-A-6 SHOWN HEREON AS PARCEL A FOUND IN THE NAME OF COUNTY OF SUSSEX WHEREAS THE RESIDUAL OF T.P. 61A2-A-6 IS TO BE ACQUIRED BY TOWN OF WAKEFIELD, WAKEFIELD MAGISTERIAL DISTRICT, SUSSEX COUNTY, VIRGINIA," dated August 28, 2015 and made by Stafford C. Camp, land surveyor.

SAVE & EXCEPT, that portion of the property to be retained by the County of Sussex and designated as Parcel A on the aforesaid survey or plat containing 0.55 acres, more or less, and being property currently used by the County of Sussex as a dumpster or refuse/trash disposal site.

2. **Condition of Premises:** Seller grants Purchaser the right of entry and right to inspect and otherwise investigate the condition of the Property. Seller makes no warranty as to the condition of the Property, and the Property is being purchased by the Purchaser on an “as is” basis.

3. **Purchase Price:** The purchase price (the “Purchase Price”) of the Property is TWENTY THOUSAND SEVEN HUNDRED DOLLARS (\$20,700.00), which shall be paid to the Settlement Agent (designated in paragraph 7 below) at settlement (“Settlement”) by certified or cashier’s check, or wired funds, subject to the prorations described herein. No deposit is required by Seller.

4. **Fees:** Purchaser and Seller shall each pay their own closing costs. See Paragraph 6(a) and 6(b) below.

5. **Settlement and Possession.** Settlement shall be made at the office of Settlement Agent selected by Purchaser on or before the ____ day of _____, 2015 (“Settlement Date”). Possession shall be given at Settlement, unless otherwise agreed in writing by the parties. Settlement Agent for Purchaser to be Timothy W. Drewry, Esquire, or such other Settlement Agent that Purchaser may deem appropriate.

6. (a) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, the recordation tax applicable to grantors, and the Seller’s attorney’s fee. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs, and the fees of Purchaser’s attorney, shall be borne by Purchaser. All real estate taxes, assessments, interest and rent, if any, shall be prorated as of Settlement.

6. (b) **Realtor Commissions/Broker Fees:** The parties have not retained nor intend to retain any realtor, real estate agent, or real estate broker for this real estate transaction and no fees of any kind are intended or owed by the parties for same.

7. **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by deed of general warranty containing English covenants of title, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions, easements, conditions and reservations appearing of record, or that may be ascertainable upon a physical inspection of the Property. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller’s expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser, with deposit, if any, being returned to Purchaser. Seller may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

8. **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. Purchaser shall be responsible to provide full coverage for such loss or damage after Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, and Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage to the subject Property. If an Early Possession Agreement or Purchaser's Possession Agreement is entered into between the parties, then all risk of loss or damage to the Property is assumed by the Purchaser, and Purchaser shall be responsible to provide full coverage for such loss or damage to Property.

9. **Assignability.** This Contract may not be assigned by Purchaser without the written consent of the Seller.

10. **Adjoining Property.** Seller makes no representations as to matters affecting adjacent parcels, and Purchaser should exercise whatever due diligence that Purchaser deems necessary with respect to adjacent parcels.

11. **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

12. **Materialmen's/Mechanic's Liens, etc.** Virginia law (§ 43-1 *et seq.* of the Code of Virginia, 1950, as amended) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lien or last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DAY OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

13. **Other General Disclaimers and/or Disclosures.** Seller makes no representations with respect to matters set forth and described at a website maintained by the by the Real Estate Board. Seller makes no representations or warranties as to the condition of the Property or any improvements thereon. Seller represents at the date of this Agreement that there are no pending enforcement actions pursuant to the Uniform Statewide Building Code that affect the safe, decent, sanitary living conditions of the Property of which the Seller has been notified in writing by the

locality nor any pending violation of local zoning ordinance that the violator has not abated or remedied under the zoning ordinance within a time period set out in the written notice of the violation from the locality. Seller makes no representations to any matters that pertain to whether the provision of any historic district ordinance affects the Property. Seller makes no representations with respect to whether the Property contains any resource protection areas established in an ordinance implementing the Chesapeake Bay Preservation Act. Seller makes no representations with respect to information on any sexual offenders registered under Va. Code §19.2-387 et seq., as amended. Seller makes no representations with respect to whether the Property is within a dam break inundation zone. Seller makes no representations as to aircraft noise zones. Seller makes no representations with respect to the presence of any storm water detention facilities located on Property. Seller makes no representations with respect to the presence of any wastewater system located on Property. Seller makes no representations with respect to any right to install or use solar energy collection devices on Property. Seller has no actual knowledge that the Property was previously used to manufacture methamphetamine. Purchaser shall use such due diligence as Purchaser deems necessary to investigate the above stated matters and any other matters referenced in this Agreement.

14. **Choice of Settlement Agent.** Purchaser shall have the right to select a settlement agent to handle the closing of this transaction. The settlement agent's role in closing the transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender will instruct the settlement agent as to the signing and recording of the loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

15. **Notices.** Any notices, requests or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or a widely recognized national overnight courier service or mailed by United States registered or certified mail, return receipt requested, postage prepaid and addressed to each party at its/their address as set forth below:

To Seller: County of Sussex, Virginia
ATTN: Deborah A. Davis, County Administrator
P. O. Box 1397
Sussex, VA 23884

and to Purchaser: C. Winston Britt, Mayor
Town of Wakefield
P. O. Box 550
Wakefield, VA 23888

cc: Timothy W. Drewry, Esquire
P. O. Box 247
Courtland, VA 23837

Any such notice, request or other communication shall be considered given or delivered, as the case may be, on the date of hand or overnight courier delivery or upon deposit in the United States mail as provided above. Rejection or other refusal to accept or inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, request or other communication. By giving at least five (5) days prior written notice thereof, any party may from time to time at any time change its mailing address hereunder.

16. **Default.**

(a) **Seller's Default.** One of the purposes of this Contract is to bind Seller to sell the Premises described in Paragraph (1). If the sale and purchase of the Premises contemplated by this Contract is not consummated on account of Seller's default hereunder, all deposits, if any, shall be refunded to Purchaser on notice by Purchaser to the firm or individual holding such deposit, without prejudice to any other rights or remedies of Purchaser hereunder, at law or in equity, which shall include that of specific performance. Seller shall pay for all damages and costs, including but not limited to court costs and attorney's fees, suffered by Purchaser as a result of Seller's breach of Contract.

(b) **Purchaser's Default.** One of the purposes of this Contract is to bind Purchaser to purchase the Premises described in Paragraph (1). If the sale and purchase of the Premises contemplated by this Contract is not consummated on account of Purchaser's default hereunder, the entire sum of deposits, if any, shall be forfeited by Purchaser, and shall be paid to Seller on notice by Seller to the firm or individual holding such deposit, without prejudice to any other rights or remedies of Seller hereunder, at law or in equity, which shall include that of specific performance. Purchaser shall pay for all damages and costs, including but not limited to court costs and attorney's fees, suffered by Seller as a result of Purchaser's breach of Contract.

17. **Waiver.** The failure to enforce any particular provision of this Contract on any particular occasion shall not be deemed a waiver by either party of any of its rights hereunder, nor shall it be deemed to be a waiver of subsequent or continuing breaches of that provision, unless such waiver be expressed in a writing signed by the party to be bound.

18. **Date for Performance.** If the time period by which any right, option or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, or by which the closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period will be automatically extended through the close of business on the next following business day.

19. **Severability.** In the event any provision or portion of this Contract is held by any court of competent jurisdiction to be invalid or unenforceable, such holding will not effect the remainder hereof, and the remaining provisions shall continue in full force and effect at the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

20. **Miscellaneous.** TIME IS OF THE ESSENCE. The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall survive Settlement. This Contract contains the final agreement between

the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract can only be amended in writing signed by the parties hereto. This Contract shall be construed under the laws of the Commonwealth of Virginia. Prior to the execution of this Agreement, Seller held a public hearing as required by Virginia Code §15.2-1800 on November 19, 2015. The undersigned parties hereby represent, covenant and warrant that all actions necessary by their Boards, Councils and/or other controlling bodies, as may apply, have been obtained and that the individuals signing have been specifically authorized to enter into this Agreement on behalf of the parties and that no additional action will be necessary in order to make this Agreement legally binding upon the parties in all respects.

PURCHASER:

Town of Wakefield, Virginia

_____ (SEAL) DATE: _____
Print Name:
Title

SELLER:

County of Sussex, Virginia

_____ (SEAL) DATE: _____
Print Name:
Title

The Purchase and Sale Agreement was included in the Board packet.

Public Comments were heard from Damien Bennett (Waverly District).

There were no Board comments.

c. Purchase and Sale Agreement, former Annie B. Jackson School Building

The Jessica A. Moore Foundation (“Foundation”) submitted a proposal to the County proposing its desire to renovate and operate a community center at the Annie B. Jackson Elementary School (“School”) located at 408 School Street, Waverly, Virginia 23890.

The foundation will offer a number of valuable charitable services to the citizens of Sussex County at the School.

A Contract of Purchase has been drafted between the County of Sussex and the Jessica Ann Moore Foundation.

Public Comments were heard from the following:

Pastor Marvin Drew (Waverly, Valley Development)
Jannette Green (Courthouse District)
Rev. Tyrone Harper (Waverly, Rose of Sharon Apostolic Church)
Bill Collins (Courthouse District)
Damian Bennett (Waverly District)
Kevin Bracy (Courthouse District)
Marvin J. Drew, II (Waverly District)
Thomas Jones (Waverly District)

Board Comments were heard from the following:

Supervisor Caple (Stony Creek District)
Supervisor Futrell (Waverly District)
Supervisor Hamlin (Henry District)
Supervisor Stringfield (Wakefield District)
Supervisor Warren (Blackwater District)

Item 8. Return to Open Session

ON MOTION OF SUPERVISOR FUTRELL, seconded by SUPERVISOR STRINGFIELD and carried: RESOLVED that the Sussex County Board of Supervisors hereby returns to Open Session.

Voting aye: Supervisor Caple, Fly, Futrell, Hamlin, Stringfield, Warren

Voting nay: none

Item 9. Action on Public Hearing Items

- a. Conditional Use Permit Application #2015-02, Verizon Wireless, applicant

No action was needed. Conditional Use Permit Application #2015-02, Verizon Wireless, applicant, was withdrawn by applicant. Letter of official withdrawal was provided to Board members.

- b. Purchase and Sale Agreement, Parcel ID 61A2-A-6

Mike Kaestner, County Attorney, clarified that the Board would be adopting the resolution included the Board packet by reference which elaborates on the sale of the property to the Town of Wakefield.

ON MOTION OF SUPERVISOR WARREN, seconded by SUPERVISOR STRINGFIELD and carried: RESOLVED that the Sussex County Board of Supervisors hereby authorizes the sale of a portion of certain County-owned property identified by Tax Map Parcel #61A2-A-6, and consisting of approximately 10.48 acres located near the Town of Wakefield, Virginia for \$20,700.00 as follows:

WHEREAS, the County and Atlantic Waste Disposal, Inc. operate a convenience center on land owned by Sussex County.

WHEREAS, this property is located adjacent to the Wakefield baseball fields and is more particularly known as Tax Map Parcel #61A2-A-6 and in its entirety consists of 11.03 acres (“the Property”).

WHEREAS, the County desires to retain a portion of the Property consisting of 0.55 acres for the continued operation of the convenience center and as illustrated on a plat prepared by S. V. Camp, III & Associates, Inc., dated August 28, 2015.

WHEREAS, the Board duly advertised and held in a public hearing on the question of the transfer of public property as required by subsection B of Virginia Code 15.2-1800, and considered public input on the transfer.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SUSSEX:

That pursuant to Virginia Code 15.2-1800, the Board hereby authorizes the County Administrator to execute the Purchase and Sale Agreement in a form substantially similar to that presented to the Board, and to execute all documents necessary to consummate the sale of the School, all subject to the approval of the County Attorney.

Voting aye: Supervisors Caple, Fly, Futrell, Hamlin, Stringfield, Warren

Voting nay: none

c. Purchase and Sale Agreement, former Annie B. Jackson School Building

Mike Kaestner, County Attorney, clarified that the Board would be adopting the resolution included the Board packet by reference which elaborates on the sale of the Annie B. Jackson Elementary School to the Jessica A. Moore Foundation.

SUPERVISOR FUTRELL made the motion, SUPERVISOR HAMLIN seconded the motion so that the Sussex County Board of Supervisors authorize the sale of certain County-owned property located at 408 School Street, Waverly, VA 23890 and commonly known as the Annie B. Jackson Elementary School, to the Jessica Ann Moore Foundation for \$50,000.00 as follows:

WHEREAS, the Jessica Ann Moore Foundation (“Foundation”) submitted a proposal to the County proposing its desire to renovate and operate a community center at the Annie B. Jackson Elementary School (“School”);

WHEREAS, the Foundation will offer a number of valuable charitable services to the citizens of Sussex County at the School; and

WHEREAS, the Board duly advertised and held a public hearing on the question of the transfer of public property as required by subsection B of Virginia Code §15.2-1800, and considered public input on the transfer.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF SUSSEX:

That pursuant to Virginia Code §15.2-1800, the Board hereby authorizes the County Administrator to execute the Contract of Purchase in a form substantially similar to that presented to the Board, and to execute all documents necessary to consummate the sale of the School, all subject to the approval of the County Attorney. Such Contract shall provide that sale of the School is on an “as-is” basis.

Chairman Hamlin opened the floor for further discussion of the motion.

Supervisor Fly offered a secondary motion.

ON MOTION OF SUPERVISOR FLY, seconded by SUPERVISOR STRINGFIELD and carried: RESOLVED that the Sussex County Board of Supervisors hereby offers the Annie B. Jackson Elementary School for sale under a sealed bid.

Voting aye: Supervisors Caple, Fly, Hamlin, Stringfield, Warren

Voting nay: Supervisor Futrell

Item 10. Appointments

a. Appointments to Sussex Service Authority Board of Directors

Frank Irving, Executive Director, Sussex Service Authority, explained that the term of Supervisor Raymond Warren will expire on December 31, 2015, which ran concurrently with his term of office on the Board of Supervisors. The Board needs to make a new appointment for a four year term, to expire on December 31, 2019.

In addition, Mr. William J. Collins currently serves as the At-Large member, but since he is an elected official, is unable to serve in that capacity. An appointment is required to fill this term, to expire December 31, 2016.

Mr. Irving gave a brief overview of the projects that Sussex Service Authority was currently working on that required someone with knowledge of the project and how to deal with the organizations such as DEQ and state legislature. Mr. Irving believes Supervisor Raymond Warren and Mr. William J. Collins would be assets for the Authority and provide a historical knowledge and continuity that Sussex Service Authority considers valuable for the current projects and issues.

A copy of the letter from Mr. Frank Irving, Executive Director, Sussex Service Authority, was included in the Board packet.

ON MOTION OF SUPERVISOR FLY, seconded by SUPERVISOR CAPLE and carried: RESOLVED that the Sussex County Board of Supervisors hereby appoints Mr. Raymond L. Warren to the Sussex Service Authority Board, to serve as an At-Large member, term expiring December 31, 2016; and

FURTHER RESOLVED that Mr. William J. Collins be appointed to the Sussex Service Authority Board as the Board of Supervisors' representative, concurrent with the term of his elected office, expiring December 31, 2019.

Voting aye: Supervisors Caple, Fly, Futrell, Hamlin, Stringfield, Warren

Voting nay: none

b. Appointment to Social Services Board

County Administrator Davis advised that the term of Supervisor Alfred G. Futrell on the Sussex County Social Services Board will expire on December 31, 2015. Supervisor Futrell is eligible for reappointment with a term expiring December 31, 2019.

ON MOTION OF SUPERVISOR CAPLE, seconded by SUPERVISOR FUTRELL and carried: RESOLVED that the Sussex County Board of Supervisors hereby reappoints Mr. Alfred G. Futrell to the Sussex Social Services Board, term concurrent with his elected term of office, expiring December 31, 2019.

Voting aye: Supervisors Caple, Fly, Futrell, Hamlin, Stringfield, Warren

Voting nay: none

c. Appointment to Virginia's Gateway Region

County Administrator Davis advised that the term of Mr. Raymond Warren on the Virginia's Gateway Region Board of Directors will expire on December 31, 2015 as a result of his retirement from the Board of Supervisors. The Board will need to appoint a member to serve in this capacity, term expiring February 29, 2016 (which will be for two (2) months only) after which time the Board will have to appoint an elected official to Virginia's Gateway Region Board of Directors.

ON MOTION OF SUPERVISOR HAMLIN, seconded by SUPERVISOR CAPLE and carried: RESOLVED that the Sussex County Board of Supervisors hereby appoints Supervisor Futrell to serve on the Virginia's Gateway Region Board of Directors with a term expiring February 29, 2016.

Voting aye: Supervisors Caple, Fly, Futrell, Hamlin, Stringfield, Warren

Voting nay: none

Item 11. Staff/Committees/Organization/Standing Reports

Item 11a. County Administrator's Report

1. Presentation/Update: Jerry Kee, Asst. Residency Administrator, VDOT

Mr. Jerry Kee, Virginia Department of Transportation (VDOT) Assistant Residency Administrator, gave a brief presentation on some maintenance items that has been completed and scheduled for completion by VDOT.

Mr. Kee advised that they have completed final mowing cycle for the year on primary with their contractor. In the next couple of months, VDOT will be mowing on back slope with their crew on the dormant material such as leaves, limbs, etc.

They will also be picking up litter in numerous locations on approximately fourteen (14) routes with inmate labor. Most of those requests were received from citizens via work orders generated from the toll free phone number (800-FOR-ROAD). He advised that a lot of statutory signs were being updated. VDOT was also addressing unpaved roads with issues from so much rain. Routes are being reviewed for tree trimming and removal of dead trees from right-of-way. Mr. Kee offered that if citizens are having issues with low hanging limbs to advise County Administrator Davis, himself, or call the toll free number. He advised that street cleaning and sweeping are being done in Waverly, Wakefield, and Jarratt.

VDOT has reviewed the intersection at Route 40 and Route 35. Drainage repair work and shoulder work will be done to this area.

Mr. Kee advised that VDOT is preparing all winter equipment for snow. VDOT has stockpiles of sand for snow. A new brine maker is being installed in the Stony Creek office.

Mr. Kee answered questions from Board members and citizens after his presentation.

2. Presentation/Update: Cheryl Simmers, Principal, Rowanty Vocational Center

Cheryl Simmers became principal of Rowanty Vocational Center (“Rowanty”) in February 2015. She attended the Board meeting back in April 2015. Ms. Simmers informed the Board that her goal was to put a new face on Rowanty Vocational Center while maintaining the strong foundation. Ms. Simmers advised that Rowanty is comprised of students from Dinwiddie, Prince George and Sussex Counties. She shared that all of her second year welding students took the AWS (American Welding Society) Certification and passed. Two (2) of those students were Sussex students.

Ms. Simmers shared that one of her initiatives is that AWS Plate Welding Certification is not recognized as an approved certification from the State. The State recognizes other certifications. So, Rowanty does an additional certification; however, the industry recognizes the AWS Certification. Because the State doesn’t recognize AWS Plate Welding Certification, Ms. Simmers advised that she is trying to find money available to be able to offer this certification to students because the Plate Welding Certification costs over \$150.00 per student. Rowanty took the expense last year because they felt it was important to do. Rowanty is continuing to try to put those in place for all the areas that doesn’t have an “industry-recognized” certification, Rowanty wants to add those into the program in addition to what the state requires.

In the Certified Nursing Assistant (CNA) program, of all the students who qualified to take the State Board CNA exam, all of the students passed the exam. For the CNA Program the students

must maintain an eighty (80) average (“B”) and have at least forty (40) clinical hours in a local nursing home. Rowanty is currently using Golden Living Nursing Home; however, Waverly Nursing Home has expressed interest in the CNA Program to use clinical hours at their nursing home. Rowanty is looking to expand their service in clinical hours across the region.

Ms. Simmers reported that number of students have gotten the Occupational Safety and Health Administration 10 (OSHA 10) safety cards. All of the construction students have passed their Forklift Certification test.

Criminal Justice is now introducing General OSHA 10 curriculum in part of their curriculum as well.

Ms. Simmers shared that she is looking to working all three counties and their Economic Development Department to see what type of skilled workforce is needed for the counties, what businesses are trying to come in to the counties, and what kind of programs need to be added or increased at Rowanty. Rowanty is looking to add Plumbing, HVAC, Building Maintenance and to bring back Horticulture, as well as looking at other health sciences.

Ms. Simmers shared different projects students had done and or were completing. Ms. Simmers thanked County Administrator Davis and some of her staff for attending Open House to represent Sussex County. She also thanked County Administrator Davis for partnering with Rowanty.

Ms. Simmers advised that continued support is needed from the county schools to help continue to increase enrollment and the recognition of the need for Career and Technical Education (CTE) as a viable option for those students that will or do not need to pursue an Advanced Studies Diploma. She also advised that Rowanty needs improved communications between Rowanty and all the stakeholders such as businesses, schools, the counties, community members and Rowanty alumni; support from community in events and activities Rowanty will be having in the future; and, increased media support for all the positive things being done at Rowanty. Ms. Simmers also advised of the need of increased financial support to strengthen what Rowanty has and to build more; to purchase new equipment. She also advised of the inequity of salary of the Rowanty teachers and teachers at other technical centers. Also, there are 267 students enrolled at Rowanty. As enrollment increases, more staff will be needed.

Ms. Simmers announced that Rowanty will be having a job fair April 20, 2016. She ended with announcing that Rowanty will be having a job fair April 20, 2016 and September 2016 will be Rowanty’s 40th anniversary of opening their doors. The celebration will start off in the fall with a fundraiser with food and entertainment and a silent auction.

3. Presentation/Update: Curtis Byrd, District Director for Congressman J. Randy Forbes

Mr. Curtis Byrd, District Director for Congressman J. Randy Forbes gave a brief update. He advised that Sussex County is one (1) of the 16 localities in the 4th Congressional District that Congressman Forbes represents in Washington, DC. He advised that this year has been a very busy; however, a great deal has been done for Sussex County. Mr. Byrd has been in the County a number of times with individuals, groups, and businesses. Office hours were conducted at County

Administration. Mr. Byrd advised that it has been very exciting to have been accessible to constituents to help with issues with agencies of the federal government and that Congressman Forbes is in Washington and their voices are able to be heard by him.

Mr. Byrd welcomed the Board, County Administrator Davis, and any constituents to call Congressman Forbes' office if he could be of any assistance.

4. Presentation/Update: Shane Tilka, General Manager, Iluka Resources, Inc.

Mr. Shane Tilka, General Manager of Iluka Resources, Inc. reported that on 12 December 2014, Iluka Resources Limited (Iluka) announced that it would expect to complete mining and processing activities in the US at the end of 2015.

The closure of its mining and processing operations in Virginia, USA can be confirmed, effective December 2015. This announcement follows careful deliberation and the decision is a direct result of current market conditions for Iluka's US products.

The US Operations have been a major contributor to Iluka, and to the global minerals sands industry over many years. Recent plans have included the evaluation of two mineral sand deposits able to utilize the Stony Creek mineral separation plant, namely Aurelian Springs (North Carolina) and Hickory (Virginia).

However, like most mineral sands operations, the US operations are exposed to prevailing market conditions. In the context of those conditions, current capital expenditure priorities and an inability to arrive at appropriate commercial arrangements to underpin one or both of these projects, Iluka has decided to cease mining and processing operations in Virginia at the end of the year.

Iluka will continue to hold mineral leases over the land upon which the Aurelian Springs and Hickory resources are based and place its operational facilities on a care and maintenance program, to enable a production response in the future should market and commercial conditions permit.

Within Iluka, they are committed to operating in a sustainable manner. They have developed effective plans for the cessation of operations and are committed to the re-establishment of disturbed areas under our rehabilitation plan. They will also be working with the surrounding community through the transition to ensure the impact is minimized where possible.

The company is also working closely with those employees and contractors affected to ensure strong levels of support are provided. For employees who are impacted by this decision the company will provide employment transition and career planning assistance.

Mr. Tilka would like to thank all stakeholders involved in the US mining and processing operations for the contribution and commitment. He recognizes that these circumstances will be challenging but can assure the County that all people involved will be treated with dignity and respect.

A copy of Mr. Shane Tilka's letter was included in the Board packet.

5. Proposed Budget Calendar

County Administrator advised the Board that staff has formulated a proposed Fiscal Year 2017 budget calendar. The Board can alter this calendar if necessary.

November 15, 2015	Distribution of Letters to Outside Agencies
December 11, 2015	Administrative Staff Meeting to discuss development of Capital Improvement Budget
December 13, 2015	Outside Agency request due to County Administration
January 8, 2016	Distribution of Budget Worksheets to County Departments with instructions from County Administrator
Month of February	Development of Revenue Estimates with Treasurer, Commissioner, & Finance Supervisor
February 8, 2016	Budget Worksheets due to Finance Department from County Departments
February 15-19, 2016	Budget Work Sessions with Departments
March 2016	Preparation of Budget Schedule Budget Work Sessions with BOS
April 2016	Present Budget to BOS Public Hearing
May 2016	Adoption of the Budget

In addition, staff will communicate with the School staff and coordinate meeting with them for budget discussions as well.

Staff recommends beginning all budget work sessions at 6:30 p.m., and ending no later than 9:00 p.m.

6. Blackwater Library, Library Director's Report

County Administrator Davis advised that Ms. Jennie Bailey, Director of Blackwater Library, provided a report to the County regarding staffing and training updates, youth updates, branch items and Director's notes. Ms. Bailey welcomes any questions the Board or staff may have.

A copy of the Library Director's report was included in the Board packet.

- 7. Aid to locality money. Will it be passed through to the fire departments and if so when (*Item tabled*)**
- 8. During the October meeting Mr. Vick mentioned a 2011 resolution giving him permission "to do what he wants" I would like that resolution placed on the agenda and in the Board package (*Item tabled*)**
- 9. Resolution honoring Mr. Caple and Mr. Warren for their service to the County**

Resolutions will be presented at the December 17, 2015 Board of Supervisors meeting.

10. Resolution for Southampton Academy Girls softball team

Item added to the November 19, 2015 Board of Supervisors Consent Agenda.

11. Resolution for Seven Day Adventist Church for over 100 years of service. (*Item tabled*)

12. Close session to discuss Building Officials Staff

Item added to November 19, 2015 Board of Supervisors Agenda, as Item 15C. Closed Session, Discussion of employee, Code Section 2.2-3711A(1)

13. Redistricting and Polling places . (*Item tabled*)

14. Restoration of "Payment in lieu of taxes" develop a request for the General Assembly and have Delegate Morris to present. (*Item tabled*)

15. Update on renovations on old admin building

County Administrator Davis advised the Board that the storage pods have been delivered and installed. The Building and Grounds staff is in the process of moving boxes of files from the former County Administration building. Once everything has been removed, plans will be underway to get cost estimates of mold remediation, renovations, etc.

16. Update on renovation on old courthouse

County Administrator Davis reported that there have been some delays on the roof replacement of the Historic Courthouse because of rainy weather. There was also a need to special order metal to repair the cupola. The contractor is in the final stages. Staff called and left a message to request a more recent update from the contractor, but as of this writing, there has been no returned the call.

17. Update on Gary Williams office

County Administrator Davis advised that staff is consulting with other local governmental personnel to provide guidance on the preparation of the Scope of Work for the procurement solicitation for the arcade. We are also waiting on a response from the Department of General Services for assistance.

18. Update on Commissioner of the Revenues office

County Administrator Davis advised that staff is consulting with other local governmental personnel to provide guidance on the preparation of the Scope of Work for the procurement solicitation for the arcade. The County is also awaiting a response from the Department of General Services for assistance to move forward.

19. Update on Courthouse Water tower

No activity yet. Staff has communicated with Mr. Frank Irving, Sussex Service Authority, regarding rough estimates. Mr. Irving is willing to assist where needed.

20. Update on Communication System

County Administrator Davis referred to an e-mail sent out by Mr. Eddie T. Vick, Public Safety Coordinator, on Thursday, October 1, 2015 stating the following: system equipment has been ordered and is currently being built. All equipment for a system is custom built to the system specifications and customers order. After this is completed, the equipment will be shipped to the radio vendor who will setup (stage) all of the equipment, test all of the system components in a large warehouse and the County will go up and inspect the equipment. The County's radio contractor (FE) will inspect, confirm the equipment is what we ordered and confirm it is within specification. The County will then, sign off on the system; it will be shipped to Sussex County to install. Some of the electrical wiring will begin prior to the install. The old system will need to keep running during new install. This means both systems will be in the communication shelters and on the towers. The old system must be worked around and or moved to install the new equipment. After the installation of the new system, the old equipment will be removed.

After the hardware (backbone) is installed, then the new mobile will be installed in the vehicle, apparatus and ambulances (last). The system will be tested to insure specified coverage throughout the County. The proposed completion date is around July 2016, but this is not a harden date.

A copy of Mr. Vick's email was given to Board members.

21. Update on Sheriffs Payroll Line Item

County Administrator Davis reported that staff met with the Sheriff's Department on November 13, 2015 to discuss the payroll line item. After the discussion and exchange of information, it appeared that previous County staff had conversations with the Sheriff regarding the number of positions that were actually budgeted for FY 15; however, when the budget was adopted, funds were not included for all positions.

ON MOTION OF SUPERVISOR FLY, seconded by SUPERVISOR FUTRELL and carried: RESOLVED that the Sussex County Board of Supervisors hereby approves the addition of two (2) positions to the Sheriff's Department in the amount of \$50,805.78 which is to be included in the FY 16 budget; and

FURTHER RESOLVED that the funds shall be taken from the Reserve Fund Account.

Voting aye: Supervisors Caple, Fly, Futrell, Hamlin, Stringfield, Warren

Voting nay: none

22. Social Services to report on this year's Fuel Assistance Program

Ms. Chequila H. Fields, Director of Social Services, gave a brief overview of the reports that reflected that the Fuel Assistance Program is primarily funded at the State/Federal level. She advised that the state mandates a Fuel Assistance Program year.

Ms. Fields also advised that most applicants that have participated previously are automatically qualified if their information hasn't changed. Others seeking assistance can apply.

County Administrator Davis provided the Board with a handout from the Virginia Department of Social Services and an Energy Share Account Balance report.

23. Report on the money spent to date and remaining in the "Contingency Fund"

County Administrator Davis reported that the Contingency Fund was approved in the amount of \$25,000.00. A budget transfer to the Commonwealth's Attorney Salary and Wages expense item was approved by the Board of Supervisors at its October 15, 2015 meeting in the amount of \$13,290.00. The current balance is \$11,710.00.

24. Report on how we check and verify the daily tonnage at the landfill

County Administrator Davis reported that currently staff has no true quality control method of verifying the daily tonnage at Atlantic Waste Disposal. The current staff is unable to be at AWD every hour that the landfill is operational. Deputy County Administrator Jones has been familiarizing himself with the Contract and Ground Lease Agreement and has been involved in discussions to gain more knowledge. Deputy County Administrator Jones has reached out to the district manager of AWD to schedule a meeting. County Administrator Davis is hopeful that the Director of Environmental Inspections position will be filled within the next sixty (60) days, which will provide the management, administrative, technical, etc. expertise that is needed such as coordinating with AWD to move to manned convenience sites and other issues.

Supervisor Fly suggested that staff, when researching verification programs, look at some type of cellular electronic device or automated system that when trucks are received on scales, a receipt will automatically be generated and forwarded to County Administrator's email.

25. Submittal of \$30,000.00, CDBG Planning Grant Application – Pocahontas Neighborhood

Mr. Andre M. Greene, Director of Community Development, advised the Board that on November 12, 2015, a Facilitated Planning Strategy (FPS) was held with the Pocahontas Neighborhood Improvement Management Team and the Community Representative with the Department of Housing and Community Development (DHCD) to formulate a work-plan and time line to complete all remaining grant activities.

Mr. Greene informed the Board that within seven (7) days of the Facilitated Planning Strategy, the County must submit a formal Planning Grant application to DHCD that includes the work plan and costs associated with completing the activities.

Mr. Greene requested authorization from the Board to submit the Planning Grant application to DHCD requesting funds in the amount of \$30,000.00.

ON MOTION OF SUPERVISOR CAPLE, seconded by SUPERVISOR STRINGFIELD and carried: RESOLVED that the Sussex County Board of Supervisors hereby authorize County Administrator to submit the Planning Grant application to DHCD in the amount of \$30,000.00.

Voting aye: Supervisors Caple, Fly, Futrell, Hamlin, Stringfield, Warren

Voting nay: none

26. Restoration of Funds, \$3,600.00, Community Development Office

Mr. Andre M. Greene, Director of Community Development, advised the Board that Community Development received \$5,000.00 from Network Building & Consulting LLC for a Conditional Use Permit (CUP) application submitted on behalf of Verizon. Wireless. The Conditional Use Permit Application was sent to the County's consultant, Atlantic Technology, for technical review of the application. The review fee billed to the County by Atlantic Technology was in the amount of \$3,600.00. Due to the withdrawal of the CUP application, Mr. Greene is requesting the \$3,600.00 expended to be restored to line item 100-021400-1225-241-210 in his budget.

ON MOTION OF SUPERVISOR STRINGFIELD, seconded by SUPERVISOR FUTRELL and carried: RESOLVED that the Sussex County Board of Supervisors hereby authorizes \$3,600.00 received from Network Building & Consulting LLC to be restored to line item 100-021400-1225-241-210 in the Community Development's budget.

Voting aye: Supervisors Caple, Fly, Futrell, Hamlin, Stringfield, Warren

Voting nay: none

Item 11b. Treasurer's Report (included in Board packet)

Item 11c. Commissioner of the Revenue (no report)

Item 11d. Sheriff's Report (no report)

Item 11e. Superintendent of Schools

1. Conveyance of Surplus School Property to Board of Supervisors

Sussex County School Board provided for informational purposes a copy of a "Resolution of the Sussex County School Board Declaring its Intention for the Disposition of the former Annie B. Jackson Elementary School, Jefferson Elementary School, and Ellen Chambliss School Properties in Sussex County, Virginia".

County Attorney Kaestner advised that he had not been briefed; however, it is his understanding that in a previous Board meeting in February 2014, the School Board conveyed surplus school property back to the Board of Supervisors. It is believed that the School Board is going through the legal process now to actually surplus the schools to the County. At its November 12, 2015

meeting, the School Board adopted the resolution conveying the surplus property back to the Board of Supervisors. The next step will be the School Board signing the deeds over to the County.

A copy of the resolution is included in the Board packet.

Item 11f. Director of Social Services (no report)

Item 11g. General Registrar (no report)

Item 11h. Health Department (no report)

Item 11i. County Attorney's Report

1. **Atlantic Waste Disposal Leachate Treatment Plant Stormwater Management/
BMP Maintenance and Access Easement Agreement**

Mike Keastner, County Attorney, reported that at a previous meeting, Atlantic Waste Disposal, Inc. (AWD) is building a leachate treatment plant at the landfill. The Board has previously granted utility easements to Prince George Electric Cooperative (PGEC) to provide electrical service to this facility. As the project has progressed, PGEC has determined that the electrical lines serving the leachate treatment plant must be upgraded.

Deputy County Administrator Jones and County Attorney Kaestner are working with PGEC and Timmons to ensure that the final route of the new lines does not hinder the development opportunities at the mega site. These discussions are progressing, but a final route has been selected at this time.

A copy of the PGEC Utility Easement and Release of Liability for Damage forms necessary to grant easement were provided to the Board members.

Supervisor Stringfield made the motion and Supervisor Caple seconded motion to authorize the County Administrator to sign easement. Due to concerns with clarity of the easement, the motion was rescinded. The item has been tabled until the December 17, 2015 Board of Supervisors meeting.

Item 12. Hearing of Citizens Comments (9:13 pm)

Public comments were heard from the following:

Ann Joyner (Wakefield District)

Ms. Joyner advised the Board that WTKR Channel 3's Mike Mather did a story in November 2015 on an investigation of critical violations of some of the local animal shelters in Hampton Roads. The reporter made a FOIA request of all state veterinarian annual inspection reports in the Hampton Road animal shelters. Sussex County Animal Shelter was one of the shelters with significant problem areas. Eddie Vick, public safety coordinator, was interviewed. He confirmed

findings of inspection. Ms. Joyner discussed different issues and concerns including a dilapidated building at the animal shelter and the lack of hot water to clean shelter back in the winter months.

County Administrator Davis advised that she wasn't aware of the interview until after it had been done. Staff advised that violations and concerns had been addressed and had been reported on at a previous Board meeting by Mr. Vick. (The Animal Care & Services Division came under Mr. Vick's supervision in July 2015.) Staff also advised that it is the intent of the Animal Care & Services Division to tear down the "old shelter". In regards to the water lines, staff advised that lines have been relocated so they won't freeze

Rev. Tolliver (Courthouse District)
Ricky Hailstock (Intern, Jessica A. Moore Foundation)

Recessed at 9:23 pm

Reconvened at 9:30 pm

Item 13. Unfinished Business – none

Item 14. New Business – none

Item 15. Reports from Departments/Staff/Commissions

Item 16. Board Members' Comments

- a. Blackwater District – none
- b. Courthouse District – none
- c. Henry District – none
- d. Stony Creek District – none
- e. Wakefield District – none
- f. Waverly District

Supervisor Futrell shared with the Board that he obtained information regarding workforce, schools (K-12), profit of counties with BPOL taxes and other counties versus Sussex County's prison system at the VACo Conference held in November 8th – 10th. Supervisor Futrell will provide the County Administrator with the information.

Item 17. Closed Session

ON MOTION OF SUPERVISOR WARREN, seconded by SUPERVISOR FUTELL and carried: RESOLVED that the Sussex County Board of Supervisors hereby enters Closed Session for (a) consultation with legal counsel, applicable Code Section 2.2-3711(A)(7); (b) discussion, consideration of interviews of prospective candidates for employment as well as discussion of performance of a specific employee, applicable Code Section 2.2-3711A(1);

Voting aye: Supervisors Caple, Fly, Futrell, Hamlin, Stringfield, Warren

Voting nay: none

Item 18. Return To Open Session/Certification

ON MOTION OF SUPERVISOR STRINGFIELD, seconded by SUPERVISOR CAPLE and carried: RESOLVED that the Sussex County Board of Supervisors hereby returns to Open Session.

Voting aye: Supervisors Caple, Fly, Futrell, Hamlin, Stringfield, Warren

Voting nay: none

ON MOTION OF SUPERVISOR WARREN, seconded by SUPERVISOR FLY and carried: RESOLVED that the Sussex County Board of Supervisors of Sussex County, Virginia convened a Closed Meeting on this date pursuant to an affirmative recorded vote in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3712 of the Code of Virginia, as amended, requires a certification by the Board that such Closed Meeting was conducted in conformity with Virginia law.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors hereby certifies that, to the best of each member's knowledge (i) only public business matters lawfully exempted from Open Meeting requirements by Virginia law were discussed in the Closed Meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion convening the Closed Meeting were heard discussed or considered.

Voting aye: Supervisors Caple, Fly, Futrell, Hamlin, Stringfield, Warren

Voting nay: none

Item 19. Action on Closed Session Items

No action was taken on closed session items.

Item 20. Adjournment

ON MOTION OF SUPERVISOR FLY, seconded by SUPERVISOR STRINGFIELD and carried: RESOLVED that the November 19, 2015 Sussex County Board of Supervisors Meeting is hereby adjourned at 11:35 pm.

Voting aye: Supervisors Caple, Fly, Futrell, Hamlin, Stringfield, Warren

Voting nay: none