



AGENDA

Town Council of Bluefield, Virginia
Meetings conducted at Town Hall
112 Huffard Drive, Bluefield, VA 24605
Tuesday, October 24th, 2023, 7pm.

7PM Call to Order

Invocation and Pledge of Allegiance

Approval of Agenda, [Vote](#)

Consent Agenda, [Minutes from September 26th and October 12th, Vote](#)

Financial Report, James Hampton

Citizen's Request & Special Presentation

Citizen's Comments (limited to 2-3 minutes)

Committee Reports

- *VFW Ceremony, November 11th at 11am.*

Old Business & Reports

- *Vote on title only reading of ordinances.*
- *Reading of ordinances changes by title only.*

New Business

- *Town sponsored Veterans Day Parade, November 11th at 10am.*
- *Budget Amendments, Lori Stacy*

Police Chief's Report, Chief Shane Gunter

Town Manager's Report, Andrew Hanson

Town Attorney's Report, Alan McGraw

- VACORP agreement 07/01/2023-07/01/2024
- Helicopter Powerline Services
- Quarterly Budget review.
- Social Media Policy

Council Comments

Adjournment

All,

To record our Fincastle budget discussions that we did on 9/20/23.

40-41-1220-

3310 -\$3000
3320 -\$3000
5850 +\$6000
6003 +\$16,000

6008 and 6009 flip flop

6014 +\$11,000
8201 +\$10000

40-41-1240-2300 -\$10,000

40-41-1250-

1100 -\$8400
1200 -\$250
2710 -\$20000

Those are my notes.

Andy

Andrew S. Hanson

Manager

Town of Bluefield

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BUDGET AMENDMENTS

2023/2024 (3)

PURPOSE: Purchase 2 Police cruisers

Revenue

Line Item		Original Budget	Amended Budget	Change
0100-0509	Prior Year Reserve	<u>\$3,070,000</u>	<u>\$3,176,179.44</u>	<u>\$106,179.44</u>
		<u>\$3,070,000</u>	<u>\$3,176,179.44</u>	<u>\$106,179.44</u>

Expenditure

Line Item		Original Budget	Amended Budget	Change
3110-8105	Motor Vehicles & Equipment	<u>\$135,000</u>	<u>\$241,179.44</u>	<u>\$106,179.44</u>
		<u>\$135,000</u>	<u>\$241,179.44</u>	<u>\$106,179.44</u>

**VIRGINIA ASSOCIATION OF COUNTIES
GROUP SELF INSURANCE RISK POOL**

COVERSHEET TO MEMBER AGREEMENT

Member: Town of Bluefield

Contract #: VA-TO-119-24

Coverage Certificate Term - Effective Date: 07/01/2023

Expiration Date: 07/01/2024

COVERAGE	LIMIT OF LIABILITY*	ANNUAL CONTRIBUTION
I.		
A. <u>Property</u>		\$12,198
Buildings/Contents - Replacement Cost, unless otherwise noted		
• Business Interruption/Extra Expense	\$100,000	
• Back-up of Sewers and Drains (Per Occurrence)	\$10,000,000	
• Debris Removal	\$25,000,000	
• Pollutant Clean-up and Removal	\$500,000	
• Newly Acquired Locations (per occurrence up to 120 days)	\$25,000,000	
• Property in Transit	\$5,000,000	
• Utility Services Time Element	\$5,000,000	
• Increased Cost of Construction/Ordinance/Demolition	\$20,000,000	
• Earthquake (Pool Aggregate)	\$100,000,000	
• Flood (outside 100-year flood plain; Pool Aggregate)	\$100,000,000	
B. <u>Equipment Breakdown</u>		\$1,229
• Limit Per Breakdown	\$100,000,000	
C. <u>Inland Marine</u>		\$18,489
Replacement Cost if scheduled, otherwise Actual Cash Value		
• Bridges	\$10,000,000	
• Bridges (Pool Aggregate)	\$20,000,000	
D. <u>General Liability</u>		\$9,114
• Bodily Injury & Property Damage	\$2,000,000	
• Personal Injury & Advertising	\$2,000,000	
• Products & Completed Operations	\$2,000,000	
• Fire Legal Liability - Real Property	\$500,000	
• Employee Benefits Liability	\$2,000,000	
• Premises Medical Payments (Per Person)	\$10,000	
• Premises Medical Payments (Per Accident)	\$10,000	
E. <u>Automobile</u>		\$48,720
• Bodily Injury & Property Damage - Owned & Hired Autos	\$2,000,000	
• Medical Payments	\$10,000	
• Non-Owned Liability	\$1,000,000	
• Uninsured Motorists (per person)	Statutory **	
• Uninsured Motorists (per accident)	Statutory **	
• Uninsured Motorists (property damage)	Statutory **	
• Garage Liability	\$1,000,000	
• Garagekeepers	\$100,000	
• Automobile Physical Damage	Actual Cash Value or Cost of Repairs Less Deductible	
F. <u>Public Officials Liability</u>		\$5,665
• Per Occurrence	\$1,000,000	
• Annual Aggregate	\$0	
G. <u>Law Enforcement Liability</u>		Included
• Per Occurrence	\$2,000,000	

H.	<u>Crime</u>		\$750
	• Employee Dishonesty, Faithful Performance	\$250,000	
	• Broad Form Monies and Securities–Inside/Outside	\$250,000	
	• Money Orders, Counterfeit, Depositors Forgery	\$250,000	
I.	<u>Cyber Risk</u>		\$4,000
	• Limit of Liability	\$1,000,000	
J.	<u>Environmental Liability</u>		Included
	• Each Incident and Aggregate	\$1,000,000	
	• Pool Aggregate	\$2,000,000	
K.	<u>Security Risk Management</u>		Included
	• Assault with a Weapon	\$1,000,000	
	• Negotiators, Public Relations, Counseling Fees	\$1,000,000	
	• Ransom, Legal Liability, Business Interruption, Temporary Security	\$1,000,000	
L.	<u>Excess Liability</u>		\$3,564
	• Excess Automobile Liability - Limit	\$1,000,000	
	• Excess General Liability - Limit	\$1,000,000	
	• Excess Law Enforcement Liability - Limit	\$1,000,000	
	• Excess Public Officials Liability - Limit	\$2,000,000	
	Excess Liability does not include coverage for Non-Owned Automobile Liability, Garage Liability, or Uninsured/Underinsured Motorists.		
M.	<u>Workers' Compensation</u>		\$77,817
	• Employers' Liability (Coverage B)	\$1,000,000	
	• Coverage A	Statutory	
N.	<u>LODA</u>		\$8,132
	• LODA Coverage Amount	Statutory	
	• Total Past Liabilities Prior Years, \$0 included in above, if applicable.		
	Program Credit, if Applicable		Included in Above
	Total Annual Contribution		\$189,678

*Coverages provided are limited to those listed herein.

*Limits noted are subject to the terms, conditions, and exclusions of the contract. Sublimits may apply.

**Statutory limits shall mean the minimum limits required by §46.2-472.3 of the Code of Virginia, 1950, as amended, except the limits shall be increased to the minimum required to meet the limit or limits specified by a compulsory or financial responsibility law.

DEDUCTIBLES (Per Occurrence)

II.

A. Property	
• Per Building and Contents Final Contribution Allocation Schedule (PR_76527) Attached Below	
• Flood	\$25,000
• Earthquake	\$25,000
B. Equipment Breakdown	
• Per Occurrence	\$1,000
C. Inland Marine	
• Per Final Contribution Allocation Schedule (IM_76527) Attached Below	
D. General Liability	
• General Liability	\$0
E. Automobile	
• Comp/Coll Deductibles Per Final Contribution Allocation Schedule (BA_76527) Attached Below	
• Liability	\$0
• Hired Car Physical Damage Comprehensive	\$1,000
• Hired Car Physical Damage Collision	\$1,000
• Garagekeepers	\$1,000
F. Public Officials Liability	
• Per Occurrence	\$2,500
G. Law Enforcement Liability	
• Per Occurrence	\$2,500
H. Crime	
• Per Occurrence	\$250
I. Cyber Risk	
• Per Claim	\$0
J. Environmental Liability	
• Per Occurrence	\$25,000
K. Security Risk Management	
• Per Occurrence	\$0
L. Excess Liability	
• Per Occurrence	Underlying Limits
M. Workers' Compensation	
• Per Occurrence	\$0
N. LODA	
• LODA	\$0

III. EXCESS COVERAGE OF POOL

- A. **Property:** The Pool maintains reinsurance coverage up to \$500,000,000 in excess of the Pool's per occurrence retention of \$1,000,000. Each member chooses coverage limits which are set forth in the individual Member Contract. The Reinsurance limits do not increase the limits or benefits available to individual Members or Covered Persons. There could be instances where the reinsurance limits are exhausted, and the Reinsurance obligation ceases. If the Reinsurer coverage obligation ceases, VAcorp will continue to honor each Member Contract up to the limits set forth in the individual Member Contract.
- B. **Liability:** The Pool maintains reinsurance coverage up to the limit of liability shown on page one of this document in excess of the Pool's per occurrence retention of \$1,000,000.
- C. **Worker's Compensation:** The Pool maintains reinsurance coverage up to the statutory limit of liability in excess of the Pool's per occurrence retention of \$1,000,000 except for class codes 7705, 7710, 7720 which is \$1,500,000, and \$500,000 for class code 7711.
- D. **Line of Duty Act:** The Pool retains up to the statutory limit of liability per occurrence.
- E. **Accident and Sickness:** The Pool maintains reinsurance coverage up to \$2,000,000 in excess of the Pool's per occurrence retention of \$1,000,000.
- F. **Stop Loss:** The Pool maintains an aggregate Stop Loss limit of \$5,000,000 that attaches at \$70,000,000 of losses across all lines of business.

IV. CONTRIBUTION ASSESSMENT

The contributions were based on Pool Members' experience modified in accordance with an actuarially derived formula. Workers' Compensation rates have been filed with and approved by the State Corporation Commission.

Whenever the Supervisory Board and the State Corporation Commission determine that the fund account is actuarially insufficient, when considering Pool assets and reserves to cover known claims both reported and unreported, the board shall make an assessment of the Members of the Pool. Such assessments shall be paid within 90 days.

V. SERVICE AGENT – RISK MANAGEMENT PROGRAMS, INC.

Note: Local government group self-insurance pools are not protected by any Virginia insurance guaranty association against default due to insolvency. In the event of insolvency, Members and persons filing claims against Members may be unable to collect any amount owed to them by the Pool regardless of the terms of the Member agreement. In the event the Pool is in a deficit position, a Member may be liable for any and all unpaid claims against such Member.

With regards to Workers' Compensation liability, each Member agrees to assume and discharge, jointly and severally, any liability under the Virginia Workers' Compensation Act of any and all employers party to such agreement and which provides that, in addition to the rights of the Pool, in the event of failure of the Pool to enforce such rights after reasonable notice to the Pool, the Commission shall have the right independently to enforce on behalf of the Pool the joint and several liability of its Members under the Virginia Workers' Compensation Act and the liability of Members for any unpaid contributions and assessments.

ACCEPTED
BY:



Andrew Henson
Town Manager





**CUMBERLAND PLATEAU REGIONAL
HOUSING AUTHORITY**

H. Truman Mullins, Chairman
Ramona Simmons, Vice Chair
James N. Horn, Commissioner
Judy E. Lockridge, Commissioner
Richard Blankenship, Commissioner
Jim O'Quinn, Commissioner

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Keith L. Viers, Executive Director

September 1, 2023

The Honorable Donnie Linkous
Mayor of the Town of Bluefield
P.O. Box 1026
Bluefield, Virginia 24605

RE: Payment in Lieu of Taxes for Graham Manor Apartments

Dear Mayor Linkous,

On behalf of the Cumberland Plateau Regional Housing Authority, I am writing to request that the Town of Bluefield continue to waive the Authority's payment in lieu of taxes in the amount of \$840.55 for fiscal year ending March 31, 2023.

I want to thank you in advance for your favorable consideration of our request and ask that you signify your agreement by signing the attached statement as our auditor requires confirmation of your agreement.

Please contact me with any questions regarding this request. As always, we appreciate your interest in and the continued support of Graham Manor Apartments.

Sincerely,

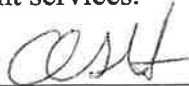


Keith L. Viers
Executive Director

Attachment



I, as agent for the Town of Bluefield, hereby agree to waive the payment in lieu of taxes for fiscal year of 2023. This agreement will require annual consideration for future waiver approval. The Authority has identified use of these funds for resident services.

Signed: 
Title: Andrew Hanson Town Manager
Date: 10/20/2023