

February 9, 2022

The Regular Meeting of the Rockingham County Board of Supervisors was held on Wednesday, February 9, 2022, at 3:00 p.m., at the Rockingham County Administration Center, Harrisonburg, Virginia.

The following members were present:

- DEWEY L. RITCHIE, Election District #1
- SALLIE WOLFE-GARRISON, Election District #2
- RICK L. CHANDLER, Election District #3
- MICHAEL A. BREEDEN, Election District #5

WILLIAM B. KYGER, JR., Election District #4 was absent

Also present:

- STEPHEN G. KING, County Administrator
- THOMAS H. MILLER, JR., County Attorney
- CASEY B. ARMSTRONG, Assistant County Administrator for Development
- PATRICIA D. DAVIDSON, Assistant County Administrator for Finance & Operations
- RHONDA H. COOPER, Director of Community Development
- KIRBY W. DEAN, Director of Parks & Recreation
- ANN MARIE FREEMAN, Director of Court Services
- JENNIFER J. MONGOLD, Director of Human Resources
- ROSS C. MORLAND, Director of Engineering
- TERRI M. PERRY, Director of Technology
- PHILIP S. RHODES, Director of Public Works
- KELLY S. GETZ, Zoning Administrator
- JESSICA G. KILBY, Deputy Clerk
- DONALD F. KOMARA, Residency Administrator
Virginia Department of Transportation
- C. BURGESS LINDSEY, Assistant Residency Administrator
Virginia Department of Transportation

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**CALL TO ORDER.
PLEDGE OF ALLEGIANCE
INVOCATION.**

Chair Wolfe-Garrison called the meeting to order at 3:00 p.m.

Supervisor Chandler paused for a moment of silence in memory of Officers John E. Painter and Vashon “J. J.” A. Jefferson, who died in the line of duty on the Bridgewater College campus; and in memory of Glenn D. “Boo” Heatwole, lifelong resident and former County Supervisor, who recently passed.

Supervisor Chandler provided the invocation, and County Attorney Miller led the Pledge of Allegiance.

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APPROVAL OF MINUTES.

On motion by Supervisor Chandler, seconded by Supervisor Ritchie, and carried by a vote of 4 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; KYGER – ABSENT; RITCHIE – AYE; WOLFE-GARRISON – AYE; the Board approved the minutes of the regular meeting of January 26, 2022.

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**HARRISONBURG ROCKINGHAM 2045 LONG RANGE TRANSPORTATION PLAN
PHASE ONE – VISIONING SURVEY.**

Ann W. Cundy, Director of Transportation for the Central Shenandoah Planning District Commission (CSPDC) provided an update on the activities of the CSPDC and the 2045 Long Range Transportation Plan (LRTP) Phase One – Visioning Survey. The LRTP is a 25-year plan for current and long-term transportation needs, and planned investments in the region based on documented transportation data and public input. The goal of the CSPDC is to engage more stakeholders than ever before during the current LRTP update process, which began in 2021 and must be completed by May 2023. Ms. Cundy pointed out that the Phase One – Visioning Survey is underway and open to the public through March 2, 2022. She encouraged everyone to take 5-10 minutes to complete the survey which will provide insight related to the community’s travel habits, needs, concerns, and priorities. Ms. Cundy requested the Board encourage the community to get involved by filling out the survey prior to March 2, which is available at hrvampo.org/lrtp.

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TRANSPORTATION DEPARTMENT.

The Board heard Mr. Komara’s report on the activities of the Transportation Department, including updates to recent bridge, road, and rural rustic projects.

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**RESOLUTION – LEASE AGREEMENT WITH SHENANDOAH VALLEY JUVENILE
CENTER COMMISSION.**

Chair Wolfe-Garrison brought attention to a proposed resolution authorizing a lease agreement with the Shenandoah Valley Juvenile Center Commission. The County, a member of the Commission, currently leases bed space at the Detention Center for eligible juveniles, and the existing lease needs to be renewed.

On motion by Supervisor Chandler, seconded by Supervisor Breeden, and carried by a roll call vote of 4 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; KYGER – ABSENT; RITCHIE – AYE; WOLFE-GARRISON – AYE; the Board adopted the following Resolution:

**RESOLUTION
LEASE OF SPACE FROM
SHENANDOAH VALLEY JUVENILE CENTER COMMISSION**

WHEREAS, the Shenandoah Valley Juvenile Center Commission (the “Commission”) is a public body corporate duly formed under the provisions of Article 13, Chapter 11, of Title 16.1 of the Code of Virginia 1950, as amended; and

WHEREAS, the Commission operates a center (the “Center”) to house juvenile detainees, which Center is located in Augusta County, Virginia; and

WHEREAS, Rockingham County, Virginia is one of the members of the Commission and leases bed space within the Center for the purpose of housing eligible juveniles; and

WHEREAS, the existing lease agreements between the Commission and its members have been in place for many years and are in need of renewal; and

WHEREAS, the Commission proposes to enter into new leases with each of its members for an initial term of ten years, followed by two five-year renewal terms, and with other terms substantially similar to the prior leases and which reflect the Commission’s current operations and dealings with its members.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Rockingham County, Virginia as follows:

1. The lease agreement with the Shenandoah Valley Juvenile Center Commission is hereby approved in the form attached hereto as Exhibit A, with such changes as may be approved by the County Administrator.
2. The County Administrator or their designee is authorized to sign and deliver the lease agreement and to take any such other actions as may be reasonable and necessary to effect the purpose of this Resolution.

Adopted this 9th day of February 2022.

Exhibit A
SHENANDOAH VALLEY JUVENILE DETENTION
CENTER
LEASE AGREEMENT WITH
ROCKINGHAM COUNTY, VIRGINIA

THIS LEASE AGREEMENT FOR MEMBER JURISDICTIONS (this "Lease") is made by and between the Shenandoah Valley Juvenile Detention Center Commission, as landlord (the "Commission"), and Rockingham County, Virginia ("Tenant"), a political subdivision of the Commonwealth of Virginia. Tenant, together with the other jurisdictions that are members of the Commission, from time to time and pursuant to the Commission's Bylaws, are herein called individually, a "Member Jurisdiction" and collectively, the "Member Jurisdictions".

RECITALS

A. The Commission is a public body corporate duly formed under the provisions of Article 13, Chapter 11, Title 16.1 of the Code of Virginia (the "Act") and operates a juvenile detention center located in Augusta County, Virginia (the "Center").

B. Tenant is a member of the Commission pursuant to the Act and the Commission's Bylaws.

C. Tenant neither owns nor operates a facility to house juvenile detainees and uses the Center to house eligible juveniles.

D. The Commission and Tenant desire to enter into this Lease to set forth the terms and conditions governing the lease of bed space in the Center to the Member Jurisdictions. Except as expressly stated herein, this Lease is not intended to and does not create any right to use of space.

NOW, THEREFORE, the Commission and Tenant agree as follows:

1. Lease of Center Bed Space. Subject to the terms and conditions set forth in this Lease, the Commission leases to Tenant, and Tenant leases from the Commission, the bed space within the Center that is available from time to time for the purpose of housing eligible juveniles of Tenant, together with a nonexclusive license to use for their intended purposes those portions of the Center designated by the Commission as common areas for ingress, egress and related purposes. The Commission agrees to provide bed space to all of Tenant's juveniles who are eligible for detention at the Center during the Term (as defined in paragraph 2(a) below), so long as the Center is not then at capacity, as determined from time to time by the Executive Director appointed by the Commission to oversee operation of the Center (the "Executive Director"), in his sole discretion. Tenant acknowledges and agrees that bed space will be allocated by the Commission on a first-come, first-served basis, and that the Commission has the right to lease bed space to others on such terms as the Commission approves, so long as no other tenant is afforded priority over Tenant on any basis other than first-come, first-served.

2. Term; Non-appropriation.

a. Term. Subject to the non-appropriation limitations set forth in paragraphs 2(b) through 2(e) below, the term of this Lease (together with any applicable

renewals, the "Term") commences on July 1, 2022, and ends on June 30, 2032, unless earlier terminated by its terms or by law. This Lease shall automatically renew for two additional five-year periods unless notice of intent not to renew is provided by either party at least 180 days in advance of the expiration of the then-current Term. Notwithstanding anything to the contrary in this Lease, if the Tenant ceases to be a member of the Commission pursuant to the Commission's Bylaws, then this Lease shall automatically terminate with the termination of the Tenant's membership.

b. Non-appropriation. While recognizing that the Tenant is not empowered to make any binding commitment beyond its current fiscal year, it is the current intention of Tenant to make sufficient annual appropriations during the Term to pay all Rent (as defined in paragraph 3(b) below) and other amounts required to be paid by Tenant pursuant to this Lease. Notwithstanding anything in this Lease to the contrary, Tenant's obligation to pay Rent and other amounts, and the cost and expense of performing Tenant's other obligations under this Lease, are subject to and dependent upon appropriations being made from time to time by Tenant's governing body. Tenant directs its chief executive officer or other officer charged with the responsibility of preparing its budget to include in the budget for each fiscal year during the Term, a timely request that Tenant's governing body appropriate sufficient amounts to pay and perform its obligations pursuant to this Lease for such fiscal year. If at any time during any fiscal year the amount appropriated in the Tenant's budget for that fiscal year is insufficient to pay the Rent and other amounts when due under this Lease, Tenant directs its chief executive officer or other officer charged with the responsibility of preparing its budget to submit to its governing body at the next scheduled meeting, or as promptly as practicable but in any event within 45 days, a request for a supplemental appropriation sufficient to cover the deficit.

c. Notice as to Appropriation. Tenant agrees to provide notice to the Commission by June 30 of each year of the amount budgeted and appropriated by Tenant for all payments required to be made pursuant to this Lease in the fiscal year commencing on the immediately succeeding July 1. If no amounts are budgeted or appropriated by Tenant in connection with this Lease for a given fiscal year of Tenant by thirty (30) calendar days after the beginning of such fiscal year, or for any other reason Tenant is unable to obtain sufficient funds to pay the Rent and other amounts due pursuant to this Lease for such fiscal year, then Tenant shall give to the Commission immediate written notice of such failure or inability, and either Tenant or the Commission may elect to terminate this Lease. Any such termination of this Lease, at the option of the Commission, may also constitute termination of Tenant's membership in the Commission.

d. Essential Nature; Limitation. To the extent allowable by law, Tenant (i) declares that this Lease of bed space in the Center is essential to the efficient operation of Tenant, and anticipates that its need for such bed space will continue throughout the Term; and (ii) acknowledges and agrees that the non-appropriation provisions of this Lease are not intended to be used as a substitute for convenience termination nor for the purpose of permitting Tenant to transfer its juvenile detainees to another Center prior to the expiration of the Term of this Lease.

e. Effect of Non-appropriation or Failure to Give Notice of Appropriation. If Tenant fails to provide timely notice of appropriation as required above, or if the Commission requests but fails to receive evidence of sufficient appropriation to permit performance of Tenant's obligations for the then-current fiscal year, or the Tenant notifies the Commission that it lacks the financial resources to perform its obligations for the then-current fiscal year, then: (i) Tenant shall not be entitled to vote or participate in matters coming before the Commission unless and until such failure or deficiency is cured to the Commission's satisfaction; (ii) the Commission may, in addition to its other rights and remedies, refuse to accept any additional juvenile detainees from Tenant and request the removal from the Center of any juvenile detainees of Tenant then being held; and (iii) the Commission may immediately terminate this Lease as provided in paragraph 2(c) above.

3. Rent. Subject to the non-appropriation limitations and other provisions set forth in Section 2 above, Tenant shall pay to the Commission the Rent, as such term is defined and specified in this Section 3 below.

a. Base Rent. Tenant shall pay to the Commission the following:

(i) Amount and Payment. Tenant shall pay to the Commission for each fiscal year during the Term, an amount equal to Tenant's Proportionate Share (as defined in subparagraph (ii) below) of the Operating Costs of the Center (as defined below) (the "Base Rent"). Base Rent shall be due and payable to the Commission in quarterly installments due on July 1, October 1, January 1 and April 1 of each year during the Term. As used in this Lease, the term "Operating Costs" means, as to each fiscal year: (i) all costs and expenses reasonably determined by the Commission to be attributable, directly or indirectly, to the ownership, operation, management, maintenance, repair, design, construction, renovation or demolition of the Center for such fiscal year, including without limitation, the cost of annual audits contemplated by subparagraph 3(b)(vii) below, amortized debt service costs, capital costs, payments to any reserve fund established by the Commission (whether an operating reserve, debt service reserve, or otherwise), and all costs and expenses arising out of or required to comply with requirements of any financing obtained by the Commission in relation to the Center, less (ii) all reimbursements, grants, subsidies, or other similar monies received by the Commission from the Department of Juvenile Justice or other governmental or non-governmental sources for such fiscal year.

(ii) Tenant's Proportionate Share. Tenant's Proportionate Share of Operating Expenses shall be determined based upon the number of Daily Bed Spaces (as defined below) in the Center that were actually used by Tenant in relation to all other Member Jurisdictions during the immediately preceding three calendar years, as follows:

$$\begin{array}{l} \text{Proportionate Share of Tenant} = \\ \text{Percentage of Daily Bed Spaces Actually} \\ \text{Used During Preceding Three Calendar} \\ \text{Years by Tenant} \\ \text{Multiplied by} \\ \text{Operating Costs for Ensuing Fiscal Year} \end{array}$$

The Percentage of Daily Bed Spaces Actually Used by a Member Jurisdiction during the preceding three calendar years shall be determined by dividing the Daily Bed Spaces actually used by such Member Jurisdiction during the preceding three calendar years by the Daily Bed Spaces actually used by all Member Jurisdictions during such calendar years. "Daily Bed Space" is equal to one (1) for each day that each bed space in the Center is occupied. By way of example, if two (2) detainees are held at the Center for thirty (30) days each and one detainee is held at the Center for twenty (20) days, the total Daily Bed Space attributable to the Member Jurisdiction responsible for such detainees is eighty (80). If a Member Jurisdiction ceases to be a member of the Commission, for any reason, at any time during a fiscal year of the Commission, then the proportionate share allocated to such former member shall be allocated, pro rata, to the remaining Member Jurisdictions.

(iii) Sample Annual Rent Allocation. For purposes of example only, assume that: (A) the budgeted Operating Costs for the fiscal year 2022-2023 (July 1, 2022, through June 30, 2023) equal \$2,000,000, (B) the number of Daily Bed Spaces used by Member Jurisdiction X for the preceding three calendar years ended December 31, 2021, is 1500, and (C) the number of Daily Bed Spaces used by all Member Jurisdictions those three calendar years is 15,000. Based upon those assumptions, the Proportionate Share of Member Jurisdiction X for fiscal year 2022-2023 would be determined as follows:

$$\begin{array}{l} \text{Percentage of Daily Bed Spaces Actually Used by} \\ \text{Member Jurisdiction X during preceding three} \\ \text{calendar years} \\ = 1500 \text{ divided by } 15,000 = 0.1 \text{ (or } \\ \text{10\%)} \\ \text{Estimated Annual Rent Allocation for Member} \\ \text{Jurisdiction X} \\ = 0.1 \text{ multiplied by } \$2,000,000 = \\ \$200,000 \end{array}$$

Based on this example, each quarterly payment due from Member Jurisdiction X for fiscal year 2022-2023 would equal \$50,000. The actual Base Rent payable by Member Jurisdiction X would remain subject to any adjustment for Additional Rent based upon actual Operating Costs as provided in subparagraph (v) below.

(iv) Annual Determination of Base Rent. The Commission shall provide to Tenant, by January 1 of each year during the Term, notice of the Commission's estimate of the Base Rent to be payable by Tenant for the upcoming fiscal year, together with a statement showing calculation of Tenant's Base Rent and a copy of the annual budget for the upcoming fiscal year (July 1 to June 30) on which the Commission's determination of Base Rent is based.

(v) Annual Determination of Additional Rent, If Any. The Commission's budgetary estimates of Operating Costs shall not constitute any representation or assurance by the Commission of the actual amount of Operating Costs. If actual Operating Costs exceed budgeted Operating Costs at any time for any reason, the Commission may provide written notice to Tenant of such difference, and subject to the non-appropriation limitations and other provisions set forth in paragraphs 2(b) through 2(e) above, Tenant shall pay to the Commission, within thirty (30) days of such notice or such longer timeframe as the Commission may set forth in writing, an amount equal to Tenant's proportionate share of such difference (the "Additional Rent"). If actual Operating Costs are less than budgeted Operating Costs at any time for any reason, the Commission has no obligation to refund the difference to Tenant but shall apply such funds to Operating Costs for the subsequent fiscal year or use the funds for such other purpose as may be approved by the Commission's governing body.

(vi) Annual Audit. The Commission agrees to have an annual audit conducted of the accounts relating to the Center by independent accountants selected by the Commission, and to make such audit available to Tenant for review. The expense of each annual audit shall be allocated as an Operating Cost.

(vii) Additional Rent Generally. The Commission shall have all rights against Tenant for default in payment of Additional Rent as in the case of default in payment of Base Rent.

b. Place and Manner of Payment. All Base Rent and Additional Rent (collectively, "Rent") shall be paid without notice, demand, setoff or deduction, in lawful money of the United States of America, at the Commission's address or at such other place as the Commission may from time to time designate in writing.

c. Net Lease. This Lease shall be deemed and construed to be a net lease.

d. Not a Residential Lease. The Commission and Tenant acknowledge and agree that the Center is a juvenile detention facility and not a home or residence, and that this Lease is not subject to the Virginia Residential Landlord and Tenant Act.

4. Tenant's Covenants.

a. Tenant Commitment. To the extent allowable by law, Tenant agrees to commit to the Center all of the eligible juveniles within its jurisdiction. For purposes of this Lease, a juvenile shall be deemed to be the responsibility of the locality in which he or she is taken into custody or in which disposition is made, rather than the locality in which he or she may legally reside.

b. Removal of Juveniles from Center. If the Executive Director shall notify Tenant that removal of one or more of its juvenile detainees from the Center is necessary, for any reason, then Tenant shall remove such juvenile detainee(s) from the Center within twenty-four (24) hours of the time of notification.

c. Use. Tenant shall use and occupy the Center for detention of eligible juveniles in accordance with applicable law and for no other purpose.

d. Transportation. Tenant is responsible for transporting its eligible juveniles to the Center upon their initial admittance, to and from any court proceedings or hearings, or for whatever other reason, including without limitation, medical appointments, dental appointments, and psychological and/or psychiatric evaluations.

e. Additional Expenses. Subject to the non-appropriation limitations and other provisions of paragraphs 2(b) through 2(e) above, Tenant agrees to reimburse the Commission, upon demand, for any extraordinary or additional necessary expenses incurred by the Commission (including without limitation, employment of additional attendants) by reason of a juvenile placed in the Center by Tenant being intellectually disabled, epileptic, physically disabled or having physical or mental illness to an extent requiring hospitalization, treatment, or attention that the Executive Director, the medical staff, or the mental healthcare staff of the Center determines to be in such detainee's best interest.

f. Consideration of Commission Financing. Tenant agrees to consider proposals made by the Commission with respect to the Commission's attainment of financing from time to time in connection with any improvements or renovations to the Center including the maintenance, equipping and expansion thereof, as may be advisable from time to time.

5. Commission's Covenants.

a. Uniform Rules. The Commission agrees to apply uniform standards, rules, and policies with respect to similarly-situated juveniles housed pursuant to the leases with each Member Jurisdiction.

b. Confidentiality. The Commission agrees to comply with applicable laws regarding the confidentiality of records, files, and identity with respect to juvenile detainees.

c. Operation of Center. The Commission agrees to operate the Center in compliance with all applicable local, state and federal laws.

d. Books and Records. The Commission shall maintain such records and provide such reports to Tenant as are required by the Act or contemplated by the Commission's Bylaws from time to time.

6. Default. If the Commission defaults under this Lease and such default is not cured within thirty (30) calendar days of written notice from Tenant, then Tenant may terminate this Lease by written notice to the Commission, so long as such default remains uncured, in addition to all other rights and remedies available to Tenant at law or in equity. If Tenant defaults under this Lease and such default is not cured within thirty (30) calendar days of written notice from the Commission, then the Commission may terminate this Lease by written notice to the Tenant, so long as such default remains uncured, in addition to all other rights and remedies available to the Commission at law or in equity.

7. Damage or Destruction. If the Center is damaged or destroyed by fire or other casualty during the Term, the Commission shall rebuild or restore the Center, or build another detention center, provided that funding is available for the Commission to fulfill such obligation. Notwithstanding the foregoing, the Commission shall have no obligation to rebuild the Center or build another center if the Commission is terminated in accordance with its Bylaws and provision is made to satisfy any then-outstanding debt of the Commission.

8. Assignment. Tenant acknowledges and agrees that the Commission has the right to assign, in whole or in part, its rights pursuant to this Lease (including, without limitation, its right to receive all Rent and any other payments) to any third party to facilitate the Commission's attainment of financing in connection with renovations, improvements, or additions to the Center or otherwise. Tenant may not sublet or assign all or any part of its rights pursuant to this Lease without the prior written consent of the Commission, which may be withheld in the Commission's sole and absolute discretion. Any purported sublet or assignment by Tenant without the Commission's consent shall be null and void, and shall confer no rights to any third party.

9. Severability of Invalid Provisions. If any clause, provision or section of this Lease is held to be illegal or invalid by any court of competent jurisdiction, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections of this Lease, and this Lease will be construed and enforced as if the illegal or invalid clause, provision or section was not contained in it.

10. Notices. Any notice or other communication in connection with this Lease shall be delivered in writing, and may be delivered via hand delivery, U.S. mail (postage prepaid) or facsimile, as follows:

If to the Commission: Commission	Shenandoah Valley Juvenile Detention Center Attention: Executive Director 300 Technology Drive Staunton, VA 24401 Facsimile: 540-213-0255
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If to Tenant: To the address set forth by its signature below.

Any notice shall be conclusively deemed to have been received and shall be effective as follows: (a) if hand delivered, on the date actually delivered, (b) if mailed, on the earlier of actual receipt or the fifth day (not counting Sundays or legal holidays observed by the U.S. Postal Service) after the day on which mailed, or (c) if sent by facsimile, on the first business day after the sender's receipt of electronic confirmation of transmittal to the correct facsimile number given above. Either party may change its address or facsimile number for notice purposes by giving notice hereunder.

11. Governing Law. This Lease shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

12. Entire Agreement; Amendments. This Lease constitutes the entire agreement of the parties with regard to its subject matter, subject to the Commission's Bylaws, and may be amended only by written amendment executed by all parties and approved by a resolution adopted by the governing bodies of the Tenant and the Commission.

13. Successors and Assigns. This Lease shall be binding upon and inure to the benefit of all of the parties, their respective successors and, subject to Section 8 above, their respective assigns.

14. Effective Date. This Lease shall only be effective upon approval by resolution of each of the governing bodies of Tenant and the Commission. Each party agrees to provide notice of such approval to the other on or before March 1, 2022.

15. Counterparts. This Lease may be executed in any number of counterparts, all of which together shall constitute one and the same original.

16. Recordation. Tenant agrees, upon request by the Commission, to execute and deliver a Memorandum of Lease for recordation in the Office of the Clerk of the Circuit Court of Augusta County, Virginia.

17. Lease Shall Not Constitute Debt. It is the intent of the parties hereunder that this Lease shall not constitute debt or a pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the parties hereunder.

NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE PARTIES UNDER THIS LEASE, SHALL BE OBLIGATED TO PAY RENT HEREUNDER OR OTHER COSTS OR CHARGES EXCEPT AS MONIES MAY BE LAWFULLY AVAILABLE AND APPROPRIATED THEREFOR FROM TIME TO TIME BY THE RESPECTIVE GOVERNING BODIES OF THE PARTIES IN EACH THEN CURRENT FISCAL YEAR DURING THE TERM HEREUNDER, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF VIRGINIA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE PARTIES UNDER THIS LEASE, SHALL BE PLEDGED TO THE PAYMENT OF RENT OR OTHER COSTS OR CHARGES UNDER THIS LEASE.

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COUNTY ADMINISTRATOR’S STAFF REPORT.

Administrator King provided an update concerning the Middle River Regional Jail expansion, following the Authority’s meeting on February 1, 2022. He indicated without a combined will from the member jurisdictions, the Authority postponed renovations and capital improvements. Administrator King reiterated his belief of the immediate need for more bed space and stated that additional space to house a work-release program would be a major benefit to the community. He indicated monthly expense reporting for the cost of renting additional bed space will be important in the collective decisions the Authority makes in the future.

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COUNTY ATTORNEY’S STAFF REPORT.

County Attorney Miller noted that hearing appeals regarding the 2022 reassessment values in the County are scheduled to begin in mid-March. He indicated the Board of Supervisors will need to submit its recommendations for Board of Equalization members to the Circuit Court of Rockingham County.

Chair Wolfe-Garrison reported that Board members had provided their respective recommendations and were ready to nominate those individuals to the Circuit Court for consideration.

On motion by Supervisor Ritchie, seconded by Supervisor Chandler, and carried by a roll call vote of 4 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; KYGER – ABSENT; RITCHIE – AYE; WOLFE-GARRISON – AYE; the Board nominated the following citizens for appointment by the Circuit Court to the Board of Equalization for the general reassessment of real estate currently underway in the County:

- District 1 – Larry W. Baer
- District 2 – Rodney J. Burkholder
- District 3 – Jon D. Ritenour
- District 4 – Hallie D. Dinkel
- District 5 - Basil E. Hangemanole

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ASSISTANT COUNTY ADMINISTRATOR FOR DEVELOPMENT.

The Board received and reviewed Mr. Armstrong’s staff report dated February 9, 2022.

Mr. Armstrong reviewed a proposed agreement between the County, City and Dayton American Legion, Post 27, for restoration of the World War I Memorial, *Lady Liberty*, located at South Liberty Street and South Main Street in the City of Harrisonburg.

By consensus, the Board authorized Administrator King to enter into the following agreement:

AGREEMENT FOR CONSERVATION SERVICE FOR LADY LIBERTY

THIS AGREEMENT is made by and between the CITY OF HARRISONBURG, a Virginia municipal corporation (the “City”), the COUNTY OF ROCKIGNHAM, a political subdivision of the Commonwealth of Virginia (the “County”), and the DAYTON AMERICAN LEGION, POST 27.

RECITALS:

WHEREAS, the World War I Memorial, *Lady Liberty*, at South Liberty Street and South Main Street in the City of Harrisonburg, Virginia, is in need of cleaning and conservation treatment; and

WHEREAS, Dayton American Legion has received a proposal for the necessary cleaning and conservation treatment for an estimated cost of \$9,400.00.

NOW, THEREFORE, in consideration of the conditions and mutual promises herein, the parties agree as follows:

1. Dayton American Legion shall contract for the necessary cleaning and conservation treatment with Wellman Conservation, LLC.
2. Each party shall be responsible for one-third of the cost of the cleaning and conservation treatment.
3. Upon completion of the cleaning and conservation treatment, Dayton American Legion shall provide the City and the County each with an invoice for their respective share of the cost.
4. Dayton American Legion will secure consent of the County and the City before agreeing to pay any amount above the \$9,400.00 currently estimated for the cleaning and conservation services.

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ASSISTANT COUNTY ADMINISTRATOR FOR FINANCE & OPERATIONS.

The Board received and reviewed Mrs. Davidson’s staff report dated February 9, 2022.

Mrs. Davidson presented a list of items no longer used by the County and requested the items be authorized for inclusion on the public surplus website. She noted that a 2005 Ford Taurus assigned to Finance was removed from the list, as staff determined the vehicle could be used by another department pending minor repairs.

On motion by Supervisor Ritchie, seconded by Supervisor Chandler, and carried by a roll call vote of 4 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; KYGER – ABSENT; RITCHIE – AYE; WOLFE-GARRISON – AYE; the Board declared the following items as surplus to be disposed of through the public surplus website:

<u>Department</u>	<u>Description</u>
7104 Recreation	2001 Dodge Dakota
4203 Refuse Collection	2004 Chevrolet Colorado
4402 Utilities	2007 Plow
3201 Fire & Rescue	2007 Ford Explorer
3400 Building Inspections	2012 Jeep Liberty
3102 Sheriff	2014 Ford Explorer

On motion by Supervisor Chandler , seconded by Supervisor Ritchie, and carried by a roll call vote of 4 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; KYGER – ABSENT; RITCHIE – AYE; WOLFE-GARRISON – AYE; the Board approved The following FY2021-2022 Supplemental Appropriation:

Harrisonburg/Rockingham Social Services TANF Grant

The Harrisonburg/Rockingham Social Services District received additional funding for TANF grant. No local match required.

\$21,492	GL Code: 1220-00000-13303-000-338987-000	Federal Revenue: TANF Grant
\$21,492	GL Code: 1220-05329-10300-000-505794-000	TANF Grant

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ENGINEERING STAFF REPORT.

The Board received and reviewed Mr. Morland’s staff report dated February 9, 2022.

Mr. Morland announced the County received notification that the Lake Shenandoah Stormwater Control Authority will be awarded with a \$545,000 grant toward the construction of a detention pond on Taylor Springs Lane. He recalled the initial application was submitted to FEMA in 2017.

Administrator King indicated once the grant award and construction details are worked out, the Lake Shenandoah Stormwater Control Authority will be able to review the existing stormwater fee. As recommended by the Board, staff indicated homeowners will be notified before construction resumes on the project.

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HUMAN RESOURCES STAFF REPORT.

The Board received and reviewed Mrs. Mongold’s staff report dated February 9, 2022.

Mrs. Mongold reported that as a result of positive trending claims and the addition of the high deductible health plan a few years ago, there is a surplus in the health insurance fund balance. She recommended a “health insurance holiday” be given to employees in May and November of this year, meaning employees who pay for health insurance would not pay premiums for those two months.

Discussion ensued. Mrs. Mongold clarified that the “health insurance holiday” would only apply to County employees who pay health insurance premiums through the County’s insurance plan.

On motion by Supervisor Chandler, seconded by Supervisor Breeden, and carried by a roll call vote of 4 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; KYGER – ABSENT; RITCHIE – AYE; WOLFE-GARRISON – AYE; the Board authorized staff to implement a “health insurance holiday” in May and November of 2022, so that employees would not pay health insurance premiums in those two months.

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PUBLIC WORKS DIRECTOR’S STAFF REPORT.

The Board received and reviewed Mr. Rhodes’ staff report dated February 9, 2022.

Mr. Rhodes reported that staff reviewed five bids received for the repair and recoating of the exterior insulation and finish system for the Jail. Staff recommended contracting with Einstein’s for \$90,875, along with \$10.00 per square foot for any additional repairs.

On motion by Supervisor Ritchie, seconded by Supervisor Chandler, and carried by a roll call vote of 4 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; KYGER – ABSENT; RITCHIE – AYE; WOLFE-GARRISON – AYE; the Board authorized staff to enter into a contract with Einstein’s for the repair and recoating of the exterior insulation and finish system for the Jail for \$90,875, along with \$10.00 per square foot for any additional repairs.

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COMMUNITY DEVELOPMENT DIRECTOR’S STAFF REPORT.

The Board received and reviewed Ms. Cooper’s staff report dated February 10, 2022.

On behalf of staff, Ms. Cooper requested authorization to advertise an intent to adopt an ordinance amendment pertaining to the building fees listed in Chapter 6 of the County Code. She explained the amendment will remove building fees from the ordinance and will

refer readers to the County’s Fee Compendium. It was noted that building fees do not require adoption by ordinance and the Fee Compendium is a more suitable location for building fees.

On motion by Supervisor Chandler, seconded by Supervisor Breeden, and carried by a roll call vote of 4 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; KYGER – ABSENT; RITCHIE – AYE; WOLFE-GARRISON – AYE; the Board authorized staff to advertise an intent to adopt an ordinance amendment to Chapter 6, Section 6-11 through Section 6-21, pertaining to fees in the County Code.

Ms. Cooper encouraged the Board to be thinking of individuals who may be interested in filling expired terms on the Bicycle Advisory Committee.

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TECHNOLOGY DIRECTOR’S STAFF REPORT.

The Board received and reviewed Mrs. Perry’s staff report dated February 2022.

Administrator King and Mrs. Perry provided an update concerning the All-Points Broadband project in the County. Mr. King said he hopes to obtain a detailed timeline of the project in order to provide better information to the community.

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CLOSED MEETING.

On motion by Supervisor Chandler, seconded by Supervisor Ritchie, and carried by a roll call vote of 4 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; KYGER – ABSENT; RITCHIE – AYE; WOLFE-GARRISON – AYE; the Board recessed the meeting from 4:20 p.m. to 5:06 p.m., for a closed meeting pursuant to Section 2.2-3711.A(7), Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body.

MOTION: SUPERVISOR CHANDLER
SECOND: SUPERVISOR BREEDEN

RESOLUTION NO: 22-03
MEETING DATE: February 9, 2022

CERTIFICATION OF CLOSED MEETING

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

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

NOW, THEREFORE, BE IT RESOLVED that the Rockingham County 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 by the Board of Supervisors.

VOTE:
AYES: BREEDEN, CHANDLER, RITCHIE, WOLFE-GARRISON
NAYS: NONE
ABSENT: KYGER

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SPECIAL USE PERMITS REMOVED FROM TABLE.

Chair Wolfe-Garrison reconvened the regular meeting.

SUP21-075 HANK HENSLEY

Supervisor Chandler motioned to remove SUP21-075 Hank Hensley from the table. Seconded by Supervisor Breeden and carried by a roll call vote of 4 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; KYGER – ABSENT; RITCHIE – AYE; WOLFE-GARRISON – AYE; the Board removed SUP21-075 from the table.

Supervisor Chandler reported that he had visited the property and met with Mr. Hensley. During the meeting, several areas of concern were discussed, and additional conditions were recommended. The applicant agreed that aside from the Whetzel semi-trailer structure, all other semi-trailers, and inoperable, non-agricultural equipment shall be removed from the property within 60 days after a certificate of occupancy is issued for the existing single-family dwelling, and within one year from the date of approval of a special use permit; a row of evergreen trees shall be planted to provide a buffer for properties to the west by June 1, 2022; existing vegetative buffers shall continue to be maintained; and the business would be limited to a specified area.

Supervisor Chandler said that with the added conditions, he felt comfortable proceeding with approval. Supervisor Breeden concurred.

Chair Wolfe-Garrison and Supervisor Ritchie recalled that the applicant knowingly violated County Code for years by operating the business without a special use permit. Chair Wolfe-Garrison recalled that at a public hearing in June of 2021, Mr. Hensley's neighbors expressed concerns over his lack of responsiveness to their on-going concerns and questioned whether he would comply with conditions of a special use permit.

Supervisor Chandler pointed out that the applicant is trying to bring his property into compliance. Further discussion ensued. Recognizing the applicant had been in violation for many years, the Board, by consensus, agreed the applicant should address areas of concern prior to further consideration of SUP21-075.

On motion by Supervisor Chandler, seconded by Supervisor Ritchie, and carried by a roll call vote of 4 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; KYGER – ABSENT; RITCHIE – AYE; WOLFE-GARRISON – AYE; the Board re-tabled SUP21-075 Hank Hensley, 4765 Pleasant Valley Road, Rockingham, for a small contractor business, located on the northeast side of Pleasant Valley Road (Route 679) approximately .4 mile west of Cross Keys Road (Route 276) in Election District 3. Zoned A2-General Agricultural. Tax Map # 139-(A)-L120B3.

SUP21-195 SHENANDOAH VALLEY EARLY LEARNING CENTER

Supervisor Chandler made a motion to remove SUP21-195 Shenandoah Valley Early Learning Center from the table. Supervisor Ritchie seconded the motion and carried by a roll call vote of 4 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; KYGER – ABSENT; RITCHIE – AYE; WOLFE-GARRISON – AYE; the Board removed SUP21-195 from the table.

Supervisor Chandler indicated the request was initially tabled over traffic concerns on Taylor Springs Lane and Boyers Road. Since that time, a commitment by VDOT to add a four-way stop sign at the Boyers Road/Taylor Springs Lane intersection along with rumble strips was received. Additionally, the applicant agreed to allow no more than twelve (12) students until the four-way-stop is complete and until the facilities have been connected to public water and sewer. Supervisor Chandler indicated these added conditions will allow the school to proceed with a grant application prior to its deadline.

On motion by Supervisor Chandler, seconded by Supervisor Breeden, and carried by a roll call vote of 4 to 0, voting recorded as follows: BREEDEN – AYE; CHANDLER – AYE; KYGER – ABSENT; RITCHIE – AYE; WOLFE-GARRISON – AYE; the Board, subject to the following conditions, approved SUP21-195 Shenandoah Valley Early Learning Center (Pamela Houck), 2788 Taylor Spring Lane, Rockingham, VA 22801, for a child daycare located on the west side of Boyers Road (Rt. 704) approximately 0.5 miles north of Port Republic Road (Rt. 253) zoned A2 - General Agriculture in Election District 3. Tax Map #125-(A)- L118.

CONDITIONS:

1. Use shall be in substantial accordance with the submitted site plan.
2. The use and structures shall comply with all applicable federal, state, and local regulations.
3. The school shall be limited to no more than twelve (12) students until a four-way stop is installed by VDOT at the Boyers Road/Taylor Springs Lane intersection and the facilities have been connected to public water and sewer.
4. At the property frontage along Boyers Road, a right-of-way of sufficient width for a shared-use path meeting VDOT standards shall be dedicated to public use and the shared-use path shall be constructed at the applicant/property owner's expense.

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ADJOURN.

Chair Wolfe-Garrison declared the meeting adjourned at 5:43 p.m.

_____,
Chairman