

January 23, 2008

The Regular Meeting of the Rockingham County Board of Supervisors was held on Wednesday, January 23, 2008, at 6:00 p.m. at the Rockingham County Administration Center, Harrisonburg, Virginia. The following members were present:

PABLO CUEVAS, Election District #1  
FREDERICK E. EBERLY, Election District #2  
DEE E. FLOYD, Election District #3  
WILLIAM B. KYGER, JR., Election District #4  
MICHAEL A. BREEDEN, Election District #5

Also present:

JOSEPH S. PAXTON, County Administrator  
THOMAS H. MILLER, JR., County Attorney  
STEPHEN G. KING, Deputy County Administrator  
JAMES L. ALLMENDINGER, Director of Finance  
WENDELL J. EBERLY, Director of Recreation and Facilities  
WARREN G. HEIDT, Director of Public Works  
ROBERT A. SYMONS, Chief of Fire and Rescue  
WILLIAM L. VAUGHN, Director of Community Development  
GRETCHEN M. SALLAH, Deputy Clerk

oooooOoooo

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

Chairman Floyd called the meeting to order at 6:00 p.m.

Administrator Paxton led the Pledge of Allegiance. Supervisor Kyger gave the Invocation.

oooooOoooo

**APPROVAL OF MINUTES.**

On motion by Supervisor Kyger, seconded by Supervisor Eberly and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY - AYE; FLOYD - AYE; KYGER - AYE; the Board approved the minutes of the regular meeting of January 8, 2008.

oooooOoooo

**TRANSPORTATION DEPARTMENT.**

The Board heard Mr. Komara's report on the activities of the Transportation Department. In addition, Mr. Komara requested the Board approve adding Dry Meadow Road in the Overbrook Farms Subdivision to the Virginia Department of Transportation's secondary system of state highways.

On motion by Supervisor Breeden, seconded by Supervisor Cuevas and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY – AYE; FLOYD - AYE; KYGER - AYE; the Board approved the following resolution:

**RESOLUTION**

WHEREAS, the streets described below are shown on plats recorded in the Clerk's Office of the Circuit Court of Rockingham County, and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised this Board the streets described below meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation, and

NOW, THEREFORE, BE IT RESOLVED, this Board requests the Virginia Department of Transportation to add the following streets, a total distance of 0.08 mile to the secondary system of state highways, pursuant to Section 33.1-229, Code of Virginia, and the Department's Subdivision Street Requirements:

Name of Subdivision: Overbrook Farm  
Name of Street: Dry Meadow Road Length: 0.24 mile  
Guaranteed right-of-way width: 50 feet.  
Plat Recorded, Date: 12/06/2004 Deed Book: 2599 Page: 387

BE IT FURTHER RESOLVED, this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills and drainage, and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

-----

Mr. Komara reported that a recent public hearing on the proposed Bridgewater Bypass was well attended. He said the proposed roads would be considered a primary route that bypasses Route 257.

Supervisor Kyger asked for a report from the towns of Bridgewater and Dayton on their recommendations.

Supervisor Breeden asked Mr. Komara to work on a solution for a school bus turn-around on Hensley Hollow Road. In addition, Mr. Komara reported that the traffic signal on Route 33 at Spotswood High School has been adjusted to assist traffic flow.

In response to a question by Supervisor Eberly, Mr. Komara reported that Willow Run Road was expected to be completed before the August 31, 2008 scheduled date.

ooooOooooo

**INTRODUCTION OF STUDENTS.**

Supervisor Kyger introduced Audrey Hoodcock and Rebecca Chen, seniors from Turner Ashby High School, to the Board.

ooooOooooo

**MEMORANDUM OF UNDERSTANDING - HARRISONBURG-ROCKINGHAM METROPOLITAN PLANNING ORGANIZATION.**

On motion by Supervisor Kyger, seconded by Supervisor Eberly and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY – AYE; FLOYD - AYE; KYGER - AYE; the Board approved the following resolution:

**A Resolution Approving a Revised Memorandum of Understanding with the Commonwealth of Virginia Regarding the Harrisonburg/Rockingham Metropolitan Planning Organization**

**WHEREAS**, the City of Harrisonburg, County of Rockingham and the towns of Bridgewater, Dayton and Mt. Crawford entered into a Memorandum of Understanding (MOU) with the Commonwealth of Virginia forming the Harrisonburg/Rockingham Metropolitan Planning Organization (HRMPO) on May 21, 2003; and

**WHEREAS**, the United States Government and the Commonwealth of Virginia have requested each Metropolitan Planning Organization (MPO) approve an updated and revised MOU; and

**WHEREAS**, the HRMPO Policy Board reviewed and unanimously approved the revised MOU at its regular meeting held on September 20, 2007; and

**WHEREAS**, the HRMPO Policy Board recommends the revised MOU be considered and approved by the Harrisonburg City Council, Rockingham County Board of Supervisors, Bridgewater Town Council, Dayton Town Council and Mt. Crawford Town Council;

**NOW THEREFORE BE IT RESOLVED THAT THE BOARD OF SUPERVISORS OF ROCKINGHAM COUNTY, VIRGINIA** does hereby approve the revised MOU as recommended by the HRMPO Policy Board; and

**BE IT FURTHER RESOLVED** that Dee E. Floyd, Chairman is authorized to execute the revised MOU on behalf of the Board of Supervisors of Rockingham County, Virginia.

**MEMORANDUM OF UNDERSTANDING**

**Continuing, Cooperative, And Comprehensive Multimodal Transportation Planning and Programming Process for the City Of Harrisonburg—Rockingham County Urbanized Area**

THIS AGREEMENT, which amends the initial Agreement executed on the 30<sup>th</sup> day of April, 2003 that established the Harrisonburg-Rockingham County Metropolitan Planning Organization, is made and entered into as of this 20<sup>th</sup> day of September, 2007, by and between the Commonwealth of Virginia - Secretary of Transportation, hereinafter referred to as the "STATE"; the City of Harrisonburg, acting as a local unit of government and the Public Transportation

Operator (Harrisonburg Transit), hereinafter referred to as the "CITY"; the County of Rockingham, acting as a local unit of government, hereinafter referred to as the "COUNTY"; and the towns of Bridgewater, Dayton and Mt. Crawford, acting as a local unit of government, hereinafter referred to as the "TOWNS"; for the purpose of identifying the roles and responsibilities in order to carry out a Continuing, Cooperative, and Comprehensive Multimodal Transportation Planning and Programming Process in the City of Harrisonburg-Rockingham County Urbanized Area of Virginia.

The STATE, the CITY, the COUNTY, and the TOWNS shall participate in a Continuing, Cooperative, and Comprehensive metropolitan transportation planning and programming process, hereinafter referred to as the 3-C PROCESS, as defined in United States Department of Transportation regulations 23 CFR 450 (Federal Highway Laws) and 49 CFR 613 (Federal Transit Laws); and in accordance with the constitution and statutes of the Commonwealth of Virginia to form the Metropolitan Planning Organization, hereinafter referred to as the MPO.

**NOW, THEREFORE, the CITY, the COUNTY, the TOWNS, and the STATE, agree as follows:**

#### **ARTICLE I – GEOGRAPHIC SCOPE OF THE 3-C PROCESS**

The boundaries of the Metropolitan Planning Area, hereinafter referred to as the MPA, shall be determined by agreement between the MPO and the STATE. The transportation planning process shall, at a minimum, cover the existing urbanized area as designated by the U.S. Bureau of the Census, and the contiguous geographic area expected to become urbanized within a 20 year forecast period for the metropolitan transportation plan. The MPA shall include the City of Harrisonburg, towns of Bridgewater, Dayton and Mt. Crawford, and portions of the County of Rockingham. The MPA boundaries shall be reviewed after each Census by the MPO, in cooperation with the STATE, to determine if existing MPA boundaries meet the minimum statutory requirements for new and updated urbanized area, and shall be adjusted as necessary.

#### **ARTICLE II – TIME FRAME OF THE 3-C PROCESS**

The 3-C PROCESS shall occur on a continuing basis, effective the date of the execution of this AGREEMENT by all participants. The AGREEMENT shall terminate when:

1. 23 CFR 450 (Federal Highway Laws) and 49 CFR 613 (Federal Transit Laws), previously cited herein, are repealed or amended by the Congress of the United States to no longer require the 3-C PROCESS, or
2. The CITY, the COUNTY, the TOWNS, or the STATE withdraw from the 3-C PROCESS with not less than ninety (90) days written notice to the other parties, or
3. The re-designation of the MPO by the local jurisdictions and the Governor of the Commonwealth of Virginia.

#### **ARTICLE III – FINANCING THE 3-C PROCESS**

The responsibilities and work activities performed by the MPO shall be supported by planning funds authorized by 23 CFR 450 (Federal Highway Laws) and 49 CFR 613 (Federal Transit Laws); these funds shall be allocated in accordance with the direction of the MPO. The use of these Highway and Transit Funds and other funding sources shall continue as additional monies are appropriated. Should all such funds be discontinued, this AGREEMENT shall be terminated.

#### **ARTICLE IV – AMENDMENTS**

Amendments to this AGREEMENT may be made by written agreement among all parties to this AGREEMENT.

#### **ARTICLE V – METROPOLITAN PLANNING ORGANIZATION**

The MPO Policy Board represents the MPO and has final authority in carrying out the 3-C PROCESS. The MPO Policy Board shall be composed of the following voting representatives, or their alternates, designated by and representing their respective jurisdictions or agencies.

1. City of Harrisonburg -- 5 representatives
2. Rockingham County -- 3 representatives
3. Town of Bridgewater -- 1 representative
4. Town of Dayton -- 1 representative
5. Town of Mt. Crawford -- 1 representative
6. A STATE representative designated by and empowered to participate on behalf of the Secretary of Transportation.

There shall also be one non-voting representative designated by and representing each of the following agencies.

1. Federal Highway Administration
2. Federal Transit Administration
3. Virginia Department of Rail and Public Transportation
4. Virginia Department of Aviation
5. Any other agencies or groups as may be agreed upon by a majority of all voting representatives of the MPO.

The MPO shall elect a chairman and other officers as deemed appropriate. The MPO shall establish and follow rules of order and record. The MPO constituted herein shall remain in effect until such time the local jurisdictions and the Governor of the Commonwealth of Virginia designate another MPO or until the MPO is terminated in accordance with the provisions of this AGREEMENT.

#### **ARTICLE VI – FINANCIAL PLANS AND OTHER RESPONSIBILITIES**

**Financial Plans** – The MPO, the Public Transportation Operator, and the STATE are responsible for cooperatively developing and sharing information related to the development of financial plans that support the 3-C PROCESS. These Financial Plans shall demonstrate consistency between reasonably available and projected future revenues, and projected costs of implementing proposed transportation improvements, using inflation rates to reflect “year of expenditure dollars”. These financial plans will support the MPO’s Transportation Improvement Program, Constrained Long Range Plan, and Annual Listing of Obligated Projects.

**Unified Planning Work Program** – The MPO, in cooperation with the STATE and Public Transportation Operator, shall annually develop a Unified Planning Work Program, hereinafter referred to as the UPWP, that outlines 3-C PROCESS activities and tasks anticipated within the region for the next fiscal year. The UPWP shall be subject to approval by the Federal Highway Administration, hereinafter referred to as the FHWA, and the Federal Transit Administration, hereinafter referred to as the FTA.

**Public Participation Plan** – The MPO shall develop, periodically review, and use a documented Public Participation Plan, hereinafter referred to as the PPP, that defines a process for providing citizens and interested parties with reasonable opportunities to be involved in the 3-C PROCESS. The PPP shall be developed by the MPO in consultation with all interested parties. The MPO will provide copies of this PPP to FHWA and FTA.

**Transportation Improvement Program** – The MPO, in cooperation with the STATE and Public Transportation Operator, shall develop a Transportation Improvement Program, hereinafter referred to as the TIP, that is consistent with the Metropolitan Transportation Plan. The STATE and Public Transportation Operator shall provide to the MPO a list of project, program, or category obligations by year and/or phase for all

STATE managed projects to facilitate the development of the TIP document as well as provide flexibility for modification purposes. The TIP shall cover a minimum of four years and shall be updated at least every four years. The TIP, and any revisions to the TIP, shall be approved by the MPO and the Governor. The STATE shall incorporate the MPO's TIP into the Statewide Transportation Improvement Program, hereinafter referred to as the STIP, and the STATE shall submit the STIP to FHWA and FTA for approval.

**Metropolitan Transportation Plan** – The MPO's 3-C PROCESS shall include development of a transportation plan addressing no less than a 20 year planning horizon. The transportation plan shall include both long range and short range strategies / actions, and a fiscally Constrained Long Range Plan. The MPO, Public Transportation Operator, and STATE shall cooperatively develop Financial Plans to support transportation plan implementation. The MPO shall develop and approve transportation plan contents and supporting analysis, and the MPO shall review and update the transportation plan at least every five years. The MPO will provide copies of the transportation plan to the Governor, FHWA and FTA.

**Annual Listing of Obligated Projects** – The MPO, STATE, and Public Transportation Operator shall cooperatively develop a listing of projects for which funds under 23 U.S.C. and 49 U.S.C. Chapter 53 were obligated in the preceding program year. The STATE and Public Transportation Operator will provide to the MPO an annual report with this project listing and required information, and the MPO shall publish and make this report available as outlined in the PPP.

**ARTICLE VII – STATE AND FEDERAL REQUIREMENTS**

All parties to the agreement shall comply with all applicable state and federal requirements necessary to carry out provisions of agreement.

**ARTICLE VIII - AIR QUALITY**

All applicable federal and/or state regulations pertaining to air quality shall be adhered to in the 3-C Process.



**The MPO Policy Board considered and approved this Memorandum of Understanding at its regular meeting held on 20 September 2007.**

**IN WITNESS WHEREOF, all concerned parties have executed this AGREEMENT on the day and year first written above.**

000000000000

**NAMING OF ROUTE 602 BRIDGE OVER SOUTH FORK OF SHENANDOAH RIVER.**

The Board heard a presentation from Town of Shenandoah Mayor Clinton O. Lucas who informed the Board of the Town's request to name the bridge over the South Fork of the Shenandoah River in honor of William Milnes, Jr.. According to Mr. Lucas, Mr. Milnes was instrumental in bringing the railroad to the Town in 1881 and in attracting related businesses to the area. Mr. Milnes was a former member of the House of Delegates and United States Congress, philanthropist, and town leader. Councilman Richard Pierce was also in attendance. Due to the location of the bridge, abutting Rockingham and Page counties, each governing body must agree to the naming of the bridge. Mayor Lucas informed the Board that the Town of Shenandoah will be responsible for any costs associated with the naming of the bridge.

On motion by Supervisor Breedon, seconded by Supervisor Cuevas and carried by a vote of 5 to 0, voting recorded as follows: BREEDON - AYE; CUEVAS - AYE; EBERLY – AYE; FLOYD - AYE; KYGER - AYE; the Board approved the following resolution:

**RESOLUTION IN SUPPORT OF THE  
TOWN OF SHENANDOAH’S REQUEST TO NAME BRIDGE OVER  
THE SOUTH FORK OF THE SHENANDOAH RIVER (ROUTE 602)  
IN HONOR OF WILLIAM MILNES, JR.**

**WHEREAS**, the Town of Shenandoah, has requested the bridge over the South Fork of the Shenandoah River (Route 602) be named in honor of Mr. William Milnes, Jr., who was instrumental in the prosperity of Shenandoah, and

**WHEREAS**, Mr. Milnes had many great accomplishments some of which included bringing the railroad to Shenandoah in 1881, its subsequent connection to Roanoke and telegraph line being constructed, followed by the construction of the Big Gem Cast Iron Furnace, and

**WHEREAS**, through Mr. Milnes leadership and perseverance, great prosperity was brought to many in the Town, as Industry and businesses saw great successes for many, many years to come, and

**WHEREAS**, additionally, Mr. Milnes was a great philanthropist, who gave land for churches and schools to be constructed in Town and he gave land to the railroad for terminal shops too, and

**WHEREAS**, the Town of Shenandoah was incorporated in 1884 and was originally named Milnes in honor of Mr. Milnes, Jr., and

**WHEREAS**, Mr. Milnes served our country as a Member of the House of Delegates and the Forty-first Congress, and

**WHEREAS**, due to Mr. Milnes’ many accomplishments and leadership, the Shenandoah Town Council felt it would be appropriate to have the bridge over the South Fork of the Shenandoah River on State Route 602, named in honor of him, and

**THEREFORE, BE IT RESOLVED**, the Board of Supervisors of Rockingham County, Virginia supports the Town of Shenandoah’s request and also desires the Virginia Department of Transportation approve naming the bridge over the South Fork of the Shenandoah River (Route 602) in honor of William Milnes, Jr.

ooooOoooo

**COOPERATIVE SERVICE AGREEMENT WITH U.S. DEPARTMENT OF  
AGRICULTURE – COOPERATIVE COYOTE DAMAGE CONTROL PROGRAM.**

Chad Fox and Mark Robb, of the United States Department of Agriculture – Wildlife Services, gave a presentation and answered questions about the Virginia Cooperative Coyote Damage Control Program.

The Board commended Mr. Robb for his work with area farmers.

On motion by Supervisor Cuevas, seconded by Supervisor Kyger and carried by a vote of 5 to 0, voting recorded as follows: BREEDON - AYE; CUEVAS - AYE; EBERLY – AYE; FLOYD - AYE; KYGER - AYE; the Board approved the following service agreement with the United States Department of Agriculture:

**COOPERATIVE SERVICE AGREEMENT BETWEEN ROCKINGHAM COUNTY  
AND UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)  
WILDLIFE SERVICES (WS)**

**ARTICLE 1**

The purpose of this Cooperative Service Agreement is to provide Rockingham County livestock producers technical and operational assistance in identifying, controlling, and abating coyote predation.

**ARTICLE 2**

APHIS WS has statutory authority under the Act of March 2, 1931 (46 Stat. 1468; 7 U.S.C.426-426b) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c), to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3**

APHIS-WS and Rockingham County mutually agree:

1. The parties' authorized representatives who shall be responsible for carrying out the provisions of this Agreement shall be:

Joseph Paxton, County Administrator  
Rockingham County  
P.O. Box 1252  
Harrisonburg, VA 22803

Dr. Scott Barras, State Director  
USDA-APHIS-WS  
P.O. Box 130  
Moseley, VA 23120

2. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan (Attachment A). Personnel authorized to attend meetings under this Agreement shall be Joe Paxton or his/her designee, the State Director or his/her designee, and/or those additional persons authorized and approved by Rockingham County, and the State Director.
3. APHIS-WS shall perform services more fully set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this Agreement, to amend, modify, add or delete services from the Work Plan.

**ARTICLE 4**

Rockingham County agrees:

1. To authorize APHIS-WS to provide technical assistance, educational programs, and direct control services to reduce predation to livestock associated with coyotes and feral dogs. These activities are defined in the Work Plan.

2. To reimburse APHIS-WS \$39,000 for the cost of services provided under this Agreement up to but not exceeding the amount specified in the Financial Plan (Attachment B). Rockingham County will begin processing for payment invoices submitted by APHIS-WS within 30 days of receipt. Rockingham County ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
3. To designate to APHIS-WS the Rockingham County authorized individual whose responsibility shall be the coordination and administration of activities conducted pursuant to this Agreement.
4. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
5. APHIS-WS shall be responsible for administration and supervision of the program.
6. All equipment purchased for the program is and will remain the property of APHIS-WS.
7. To coordinate with APHIS-WS before responding to all media requests.

#### **ARTICLE 5**

APHIS-WS Agrees:

1. To conduct activities for Rockingham County as described in the Work and Financial Plans.
2. Designate to Rockingham County the authorized APHIS-WS individual who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement.
3. To bill Rockingham County for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. APHIS-WS shall keep records and receipts of all reimbursable expenditures hereunder for a period of not less than one year from the date of completion of the services provide under this Agreement and Rockingham County shall have the right to inspect and audit such records.

#### **ARTICLE 6**

This Agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS upon failure of Congress to so appropriate. This Agreement may also be reduced or terminated if Congress only provides APHIS funds for a finite period under a Continuing Resolution.

#### **ARTICLE 7**

APHIS assumes no liability for any actions or activities conducted under this Cooperative Service Agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

#### **ARTICLE 8**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this Agreement or to any benefit to arise therefrom.

## **ARTICLE 9**

All activities will be conducted in accordance with all applicable Federal, State and local laws, rules, and regulations. Nothing in this Agreement shall prevent APHIS- WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

## **ARTICLE 10**

Rockingham County certifies that APHIS-WS has advised Rockingham County that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Rockingham County requests that APHIS-WS provide wildlife management services as stated under the terms of this Agreement.

## **ARTICLE 11**

The performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.

## **ARTICLE 12**

This Cooperative Service Agreement may be amended at any time by mutual agreement of the parties in writing. Also, this Agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event Rockingham County does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

## **ATTACHMENT A WORK PLAN**

### **Introduction**

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. The primary authority for Wildlife Services (WS) is the Act of March 2, 1931 (46 Stat. 1468;

7 U.S.C. 426-426c) as amended, and the Act of December 22, 1987 (101 Stat. 1329-331, 7 U.S.C. 426c). Wildlife Services activities are conducted in cooperation with other Federal, State and local agencies; private organizations and individuals.

The WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or "Integrated Pest Management") in which a series of methods may be used or recommended to reduce wildlife damage. IWDM is described in Chapter 1, 1-7 of the Animal Damage Control Program Final Environmental Impact Statement (USDA, 1994). These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

## **Purpose and Need**

Coyote depredations were recognized as a potentially serious threat to Virginia's livestock industries in the early 1980's. According to VA Department of Agriculture and Consumer Services (VDACS) records, 522 sheep and 7 calves had been killed or injured and 37 coyotes killed in association with livestock losses from the early 1980's through 1987. The National Agricultural Statistics Services (NASS) surveyed Virginia livestock producers and estimated 4,100 sheep were killed by coyotes in 1990. A similar survey by NASS estimated coyotes killed 700 calves in Virginia in 1991. The value of sheep and calf losses reported killed by coyotes in these two surveys were estimated to be \$366,500. The NASS survey of sheep losses in 2004 and cattle losses in 2005 to predators estimated that 2,100 sheep and 2,300 cattle were killed by coyotes in Virginia. A NASS survey of sheep producers served by WS in 1998 reported 658 sheep and lambs worth \$38,365 were killed by coyotes on 94 surveyed farms.

Since the initiation of the Virginia Cooperative Coyote Damage Control Program (VCCDCP) with VDACS in 1990, the Wildlife Services Program has verified losses of 5,872 sheep, 440 calves, and 918 goats in 48 counties from coyotes through September 2006. The losses have occurred primarily in counties west of the Blue Ridge. The VCCDCP has increased technical assistance and/or direct control services each year from 14 producers in 1990 to a high of 227 producers in 2006. Farms participating in the VCCDCP from June 1990 to September 2006 have had their average annual loss rates from coyotes decline from 17.8 to 2.1 sheep lost per year. Higher predation rates represent a significant financial loss to the producer. Without actions to alleviate this damage, losses of sheep could be as high as 29.3% of the farm flock.

Cooperative funding is important to maintain the Virginia Cooperative Coyote Damage Control Program (VCCDCP). County funding is one option to improve program services and provide services to more farms. Rockingham County is ranked number 1 in Virginia for all cattle and calves, and is ranked number 2 in all sheep and lambs.

## **Planned USDA, APHIS, Wildlife Services Activities**

The activities of this program would be to provide technical assistance to educate producers and direct control assistance to reduce or prevent predation by using a diversity of methods and strategies. The methods used would include husbandry, fencing, guard dogs, electronic guards, fencing, traps, snares, M-44's, shooting, denning, and Livestock Protection Collars. The strategies used would include corrective action to a current predation problem and preventative control to prevent future predation by coyotes.

## **Results or Benefits Expected**

The livestock industry in Rockingham County will receive service which will continue to reduce the predation rate. Expected benefits include maintaining the profitability of raising livestock and quick response to requests for assistance.

## **Approach**

"Agreements for Control on Private Property" will be initiated with each respective livestock producer if direct control services are to be provided. A detailed scope of work will be arranged between the livestock producer and the Wildlife Services biological technician and/or wildlife biologist.

Direct control services would include the application of traps, snares, M-44's, shooting, denning, and Livestock Protection Collars. In addition, coordination will occur with the county Animal Control Officer should work involve feral dogs.

**Resources Required**

Funding from Rockingham County provides approximately 0.5 staff year and miscellaneous program expenses to provide technical assistance and direct control services.

**Procurement**

Purchase of supplies, equipment, and miscellaneous needs including salaries will be made by APHIS as outlined under the Financial Plan (Appendix B) of the Cooperative Service Agreement. All expenditures will be processed through APHIS's administrative system and charged to the Authority as described in the Cooperative Service Agreement.

**Stipulations and Restrictions**

WS activities under this cooperative effort will be limited to Rockingham County. Techniques will be environmentally sound, safe and selective. If applicable, both Federal and State permits will be secured to perform wildlife damage management activities, and these activities will be within the policy guidelines of APHIS-WS. All program activities will be conducted within State and Federal regulations.

**Reports**

WS will prepare an annual summary report to Rockingham County on activities conducted under this Cooperative Service Agreement. In addition, quarterly reports will be available upon request.

**Effective Dates**

The cooperative agreement shall commence upon January 1, 2008, and shall expire on or before December 31, 2008.

**ATTACHMENT B  
FINANCIAL PLAN**

Cooperative program between Rockingham County and APHIS  
January 1, 2008 – December 31, 2008

<b>Personnel Costs</b>	27,295
<b>Vehicle Usage</b>	5,500
<b>Supplies and Equipment</b>	1,040
<b>Program Services &amp; Environmental Compliance</b>	5,165

---

TOTAL

\$  
3  
9  
,

0  
0  
0

The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed \$39,000.

oooooOooooo

**COMMITTEE APPOINTMENTS.**

Agricultural-Forestal District Advisory Committee

On motion by Supervisor Kyger, seconded by Supervisor Eberly and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY – AYE; FLOYD - AYE; KYGER - AYE; the Board appointed Supervisor Cuevas to the Agricultural-Forestal District Advisory Committee.

-----

Central Shenandoah Planning District Commission

The Board discussed possible appointments to the Central Shenandoah Planning District Commission. No action was taken.

oooooOooooo

**COUNTY ADMINISTRATOR'S STAFF REPORT.**

The Board received and reviewed Administrator Paxton's staff report dated January 17, 2008. He discussed long-range plans for a new facility for Harrisonburg-Rockingham Social Services District, Health Department and Community Services Board; a public hearing in February to discuss the Mount Crawford boundary line adjustment; a letter from Shenandoah County regarding a January 31, 2008 public hearing on the New Market growth areas; a letter from the Department of Historical Resources which included a draft of the historical marker for the Zenda community; and proposed legislation.

By consensus, the Board requested Administrator Paxton draft a letter to legislators regarding House Bill 852, which repeals the prohibition on collective bargaining for public employees and outlines the Board's position that it supports a right-to-work state.

oooooOooooo

**COUNTY ATTORNEY'S STAFF REPORT.**

Mr. Miller did not have a written staff report, but revisited the options available for a special election to fill the vacancy created with the death of Richard E. Connelley, Commissioner of the Revenue, in October 2007. He reported that the projected cost of a special election is \$35,200 with a date yet to be determined, while another option is to hold the election in November at the same time as the general election.

Supervisor Breedon expressed a desire to hold the election as soon as possible and stated that \$35,200 was acceptable in order to hold a special election promptly and fill the vacancy. He made a motion to hold the special election at the earliest possible date.

Supervisor Kyger seconded the motion. He noted that he was against the motion and stated it was reasonable to wait until November for the general election when a greater voter turnout is expected and not incur the projected \$35,200 cost.

Supervisor Eberly was in favor of holding the election in November when more people are expected to vote and that saving \$35,200 is significant to the County.

On motion by Supervisor Breeden, seconded by Supervisor Kyger and failed by a vote of 1 to 4, voting recorded as follows: BREEDEN - AYE; CUEVAS - NAY; EBERLY – NAY; FLOYD - NAY; KYGER - NAY; the motion to recommend to the Circuit Court scheduling the special election to fill the vacancy of the Commissioner of the Revenue as soon as possible was denied.

On motion by Supervisor Kyger, seconded by Supervisor Cuevas and carried by a vote of 4 to 1, voting recorded as follows: CUEVAS - AYE; EBERLY – AYE; FLOYD - AYE; KYGER - AYE; BREEDEN - NAY the Board recommends to the Circuit Court that the special election to fill the vacancy of the Commissioner of the Revenue be scheduled in conjunction with the general election on November 4, 2008.

oooooOoooo

**DEPUTY COUNTY ADMINISTRATOR’S REPORT.**

The Board received and reviewed Mr. King's report dated January 17, 2008. Mr. King gave project updates on Perceptive Software's Image Now, a document imaging software; construction updates on the Research and Technology Park and Administration Center Addition.

Mr. King said he would be meeting with the Information Technology Advisory Committee to prepare a presentation on the document imaging software and services that are expected to be implemented this fiscal year.

Supervisor Cuevas was interested in learning more about how document imaging will improve County services.

Mr. King also advised the Board that a meeting will be scheduled for the Building and Grounds Committee to discuss the demolition of the former Jenkins Automotive/Goodyear building, and reusing and/otherwise disposing of some of the materials and fixtures.

oooooOoooo

**FINANCE DIRECTOR'S STAFF REPORT.**

Mr. Allmendinger did not have a written staff report.

oooooOoooo

**PUBLIC WORKS DIRECTOR'S STAFF REPORT.**

The Board received and reviewed Mr. Heidt's staff report dated January 23, 2008, which stated the following:

- McGaheysville WWTP – the final plan is ready to submit to DEQ for review and staff is working on easement and property acquisition aspects of the project;

- Phase III/IV – SCS is currently under contract to complete the gas system expansion and work is progressing well;
- Three Springs Water System – RMH has approved the new tank site and the route for an access roadway. An easement for the tank site will be secured once the site has been drilled for geotechnical evaluation to ensure adequate foundation support;
- Lilly Gardens – 10 contractors attended the pre-bid meeting on January 8, 2008 and VDH issued the permit to construct the water line on January 10, 2008;
- Highland Park Sewage Lift Stations – the preconstruction conference was held January 10, 2008 and construction is scheduled to begin January 21, 2008.

oooooOoooo

**COMMUNITY DEVELOPMENT DIRECTOR'S STAFF REPORT.**

The Board received and reviewed Mr. Vaughn's staff report dated January 23, 2008.

oooooOoooo

**COMMITTEE REPORTS.**

The Board heard Committee Reports by Board members and staff.

Public Works

On motion by Supervisor Cuevas, seconded by Supervisor Breeden and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY – AYE; FLOYD - AYE; KYGER - AYE; the Board authorized the contract with Olver Incorporated for completion of the Landfill Phase V, Part A permit application at a negotiated cost not to exceed \$96,000.

The following proposals were received:

Draper Aden	\$337,070
SCS Engineers	\$94,600
Olver Incorporated	\$96,000

-----

On motion by Supervisor Cuevas, seconded by Supervisor Breeden and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY – AYE; FLOYD - AYE; KYGER - AYE; the Board authorized the contract with ECS Mid-Atlantic for completion of the shooting range environmental assessment for a fee not to exceed \$14,081.

The following proposals were received:

ECS Mid-Atlantic, LLC	\$14,081
SCS Engineers	\$26,450

oooooOoooo

**ADJOURNMENT.**

On motion by Supervisor Kyger, seconded by Supervisor Breeden and carried by a vote of 5 to 0, voting recorded as follows: BREEDEN - AYE; CUEVAS - AYE; EBERLY – AYE; FLOYD - AYE; KYGER - AYE; the Board adjourned the regular meeting at 7:25 p.m.

oooooOooooo

---

Chairman