

May 23, 2007

The Regular Meeting of the Rockingham County Board of Supervisors was held on Wednesday, May 23, 2007, at 6:00 p.m. at the Rockingham County Administration Center, Harrisonburg, Virginia. The following members were present:

PABLO CUEVAS, Election District #1
CHARLES W. AHREND, 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
G. CHRIS BROWN, County Attorney
JAMES L. ALLMENDINGER, Director of Finance
DONALD D. DRIVER, Director of Social Services District
WARREN G. HEIDT, Director of Public Works
RHONDA G. HENDERSON, Planning Director
DIANA C. STULTZ, Zoning Administrator
ROBERT A. SYMONS, Fire & Rescue Chief
WILLY THOMPSON, Planner
TAMELA S. GRAY, Legal Assistant
DONALD F. KOMARA, Resident Engineer
Virginia Department of Transportation

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CALL TO ORDER
PLEDGE OF ALLEGIANCE
INVOCATION.

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

Director of Public Works Heidt led the Pledge of Allegiance, and County Administrator Paxton gave the Invocation.

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STUDENTS WELCOMED.

The Board welcomed students from Turner Ashby and Fort Defiance High School government classes.

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APPROVAL OF MINUTES.

On motion by Supervisor Ahrend, seconded by Supervisor Floyd and carried by a vote of 5 to 0, voting recorded as follows: AHREND - AYE; BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; KYGER - AYE; the Board approved the minutes of the Regular Meeting of May 9, 2007.

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RECOGNITION - MTC FIRE & RESCUE PROGRAM STUDENTS.

The Board of Supervisors recognized six Massanutten Technical Center students who placed in the fire and rescue division at the Skills USA competition in Richmond, Virginia on April 27, 2007:

- | | |
|-----------------|------------------------|
| Cody McCoy | 1 st Place |
| Travis Hillard | 2 nd Place |
| David Huddle | 8 th Place |
| Dustin Whetzel | 10 th Place |
| Corey Johnson | 12 th Place |
| Joseph Williams | 19 th Place |

Fire & Rescue Chief Symons noted that the County discussed initiating this program at Massanutten Technical Center a year ago because it is difficult to find volunteers and future fire and rescue employees. Principal Marshall Price was open to the idea and the program started with 22 students. Thirty-three students have signed up for the program next year. The instructor, Captain Joe Morris, explained the competition and the Board presented each student with a gift.

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CARTER RITCHIE - SERVICE WEAPON PRESENTATION.

On behalf of the County, Sheriff Don Farley presented Investigator Carter Ritchie with his weapon. Mr. Ritchie

is retiring from the Sheriff's Office in August 2007, after serving in the Sheriff's Office since September 1974.

On motion by Supervisor Cuevas, seconded by Supervisor Ahrend and carried by a vote of 5 to 0, voting recorded as follows: AHREND - AYE; BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; KYGER - AYE; in accordance with Virginia Code Section 59.1-148.3, the Board declared as surplus:

Sig Pro Model 2340, Serial #SP0043389 - 40 caliber service weapon used by Investigator Carter Ritchie.

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TRANSPORTATION DEPARTMENT.

The Board heard Mr. Komara's report on the activities of the Transportation Department. Mr. Komara noted there will be a Primary Road six-year plan meeting on May 31 at 7:00 p.m. at the Quality Inn/Johnny Appleseed in New Market. He will provide a detailed list of the items to be funded. One is the I-81 interchange at Route 33. VDOT will put in a safety loop to eliminate the weaving of traffic coming onto and off the interstate via the same lane. VDOT expects to receive funding to improve Port Republic Road from the interstate to Boyers Road by 2010 or 2011.

The Transportation Department would like to present their Secondary Road six year plan at the next Board of Supervisors meeting. Administrator Paxton told Mr. Komara to advertise a public hearing for 6:30 p.m. on June 13, 2007.

Supervisor Floyd provided Mr. Komara with a letter from the Lakeview Golf Course supporting the restriction of through truck traffic on Shen Lake Drive.

Chairman Kyger expressed his appreciation to Mr. Komara for handling the Oak Hill Drive issue so quickly. Chairman Kyger indicated someone would attend the May 31st meeting.

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CONSIDERATION - IFLOW GAUGES AT HONE QUARRY AND DRY RIVER.

Charlie Simmons from the Shenandoah Valley Soil and Water Conservation District stated they have been working with Fire & Rescue Chief Symons regarding installing IFLOW gauges at Hone Quarry and Dry River Dams. The Shenandoah Valley Soil and Water Conservation District will install two IFLOW gauges to be located at Hone Quarry and Dry River Dams with no cost to the County because they received a grant for installation of the gauges. However, they would

like to enter into a Memorandum of Understanding with Rockingham County for the maintenance of the gauges, whereby the County will pay for two semi-annual maintenance/calibration trips per gauge for a total of \$5,940 per year. The County receives \$10,844 per year from the Virginia Department of Emergency Management for emergency services which can be used to defray this expense.

On motion by Supervisor Ahrend, seconded by Supervisor Cuevas and carried by a vote of 5 to 0, voting recorded as follows: AHREND - AYE; BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; KYGER - AYE; the Board authorized Fire & Rescue Chief Symons to enter into a Memorandum of Understanding with the Shenandoah Valley Soil and Water Conservation District for the maintenance of two IFLOW gauges.

Supervisor Cuevas asked who should be contacted regarding river cleaning up. Mr. Simmons indicated Shenandoah Valley Soil and Water Conservation District or Bill Patterson, who they work with, should be contacted.

Randy Maupin from the Shenandoah Valley Soil and Water Conservation District said they receive grants to perform maintenance on dams. A study will be done to determine if the emergency spill ways need to be widened.

Supervisor Cuevas asked who has the authority to perform dam maintenance and if federal money is used to build dams why citizens are not permitted to fish there. Randy Maupin said the Shenandoah Valley Soil and Water Conservation District has complete authority over the dams. Dams located on forest service land are open to the public for fishing but those located on private property can be gated and controlled by the owner of that property.

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CLOSED MEETING.

On motion by Supervisor Cuevas, seconded by Supervisor Ahrend and carried by the following vote: AHREND - AYE; BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; and KYGER - AYE; the Board recessed the meeting from 6:35 p.m. to 6:43 p.m. in accordance with State Code Pursuant to Section 2.2-3711(A)(1) for Personnel Matters Related to the Employment of a County Attorney.

At 6:43 p.m., Chairman Kyger called the meeting back to order and the following motion was adopted:

MOTION: SUPERVISOR BREEDEN RESOLUTION NO: X07-09
SECOND: SUPERVISOR AHREND MEETING DATE: May 23, 2007

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: AHREND, BREEDEN, CUEVAS, FLOYD, KYGER
NAYS: NONE
ABSENT: NONE

On motion by Supervisor Cuevas, seconded by Supervisor Ahrend and carried by a vote of 5 to 0, voting recorded as follows: AHREND - AYE; BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; KYGER - AYE; the Board authorized entering into a three-year contractual agreement with Thomas H. Miller, Jr. to serve as County Attorney, effective July 1, 2007.

County Attorney Brown stated that he and Mr. Miller worked together about twenty years ago and often exchanged opinions on cases. Although Mr. Brown has mixed feelings about leaving the County, he feels better knowing he is leaving it in good hands.

Mr. Miller stated that he is looking forward to working with the Board of Supervisors and County Administrator.

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COUNTY ADMINISTRATOR'S STAFF REPORT.

The Board received and reviewed County Administrator Paxton's staff report dated May 18, 2007, including information concerning acquisition of real estate, County Attorney; and economic development. All of these items were discussed in closed session.

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COUNTY ATTORNEY'S STAFF REPORT.

The Board received and reviewed Attorney Brown's staff report dated May 23, 2007, concerning legal matters.

In connection with the SRI process and on motion by Supervisor Floyd, seconded by Supervisor Breeden and carried by a vote of 5 to 0, voting recorded as follows: AHREND - AYE; BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; KYGER - AYE; the Board adopted the following procedure:

The Board elects to use procedures consistent with procurement of other than professional services through "competitive negotiation" as that term is defined in Section 2.2-4301 of the Code of Virginia. The Board hereby finds that using such procedures is likely to be advantageous to the Board and the public due to the scope, complexity, and urgency of need of the SRI facility, and due to the risk sharing, added value, and increasing and funding of economic benefit from the project which would otherwise not be available.

The Ad Hoc Committee recommended proceeding to the detailed stage of the process with the Nielsen/HOK team to design, construct and equip the SRI facility. Mr. Brown noted that the Board needs to vote to accept the detailed proposal.

On motion by Supervisor Cuevas, seconded by Supervisor Breeden and carried by a vote of 5 to 0, voting recorded as follows: AHREND - AYE; BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; KYGER - AYE; the Board approved proceeding to the detailed state of the process with the Nielsen/HOK team to design, construct and equip the SRI facility.

Staff received an offer of \$2,500 from Stephan and Allyson Hess to purchase an odd-shaped lot with a large utility easement and very little road frontage in Battlefield Estates, which previously held the County's sewage pump station. The pump station has been abandoned by the County. The Hess' are the adjoining land owners and would use the lot as an extension of their yard.

On motion by Supervisor Cuevas, seconded by Supervisor Floyd and carried by a vote of 5 to 0, voting recorded as follows: AHREND - AYE; BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; KYGER - AYE; the Board authorized publishing a notice of a public hearing for consideration of this offer.

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DEPUTY COUNTY ADMINISTRATOR'S STAFF REPORT.

The Board received and reviewed Mr. King's staff report dated May 18, 2007, including information on the

Rockingham Center for Research and Technology, SRI project, Administration Center addition, German River and miscellaneous projects.

Mr. King was not present, but County Administrator Paxton noted that some additional rip-rap is needed on the German River project at an estimated cost of \$22,369. This estimate is from T & M, the company that performed work on the river previously. The money will come from the general fund reserve.

On motion by Supervisor Cuevas, seconded by Supervisor Ahrend and carried by a vote of 5 to 0, voting recorded as follows: AHREND - AYE; BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; KYGER - AYE; the Board authorized T & M to install rip-rap along the German River at an estimated cost of \$22,369.

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FINANCE DIRECTOR'S STAFF REPORT.

Mr. Allmendinger did not have a written report.

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PUBLIC WORKS DIRECTOR'S STAFF REPORT.

The Board received and reviewed Public Works Director Heidt's staff report dated May 23, 2007, including information concerning the schedule for Penn Laird Drive and Water Tower Road sewer (approximately 1,000 linear feet of sewer line and three manholes have been installed; project is on schedule); McGaheysville WWTP; Phase III/IV Landfill expansion (DEQ issued a "Draft" permit for review and comment, and a public hearing will be held in late June); Three Springs Water system analysis; Pleasant Run Sewer Interceptor and Water Supply Line; Lilly Gardens; City of Harrisonburg Waste to Energy Plant; Montevideo Water Booster Station Emergency Generator and Transfer Switch; and Highland Park and Belmont Sewage Lift Stations.

PUBLIC WORKS COMMITTEE REPORT

Tandem axle dump truck bids were received from three vendors and a back-hoe bid was received from one of the four vendors contacted as follows:

Tandem Axle Dump Truck	Bid
Truck Enterprises	\$90,950.00
Virginia Truck Center	\$96,943.00
Highway Motors	\$81,356.00

Back-Hoe	Bid
Carter Machinery - Caterpillar	\$73,065.00
Valley Equipment - JCB	No bid
Rish Equipment - Komatsu	No bid
Whitsel Brothers - John Deere/Massey	No bid

As recommended by the Public Works Committee, on motion by Supervisor Breeden, seconded by Supervisor Cuevas and carried by a vote of 5 to 0, voting recorded as follows: AHREND - AYE; BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; KYGER - AYE; the Board authorized the purchase of a tandem axle dump truck from Highway Motors and a back-hoe from Carter Machinery.

Final authorization of these purchases and a grant fund reimbursement commitment will be obtained from USDA prior to placing orders.

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COMMUNITY DEVELOPMENT DIRECTOR'S STAFF REPORT.

The Board received and reviewed Community Development Director Vaughn's staff report dated May 23, 2007, including information concerning priority projects underway, Blue Ridge Committee, upcoming requests, and tabled requests.

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COMMITTEE REPORTS.

The Board heard additional Committee Reports by Board members and staff.

Supervisor Ahrend stated there is a Chamber of Commerce meeting on May 24, 2007 and the Beer and Wine Festival sponsored by the Chamber will be held on May 26, 2007 at Massanutten Resort.

Chairman Kyger noted that he and Supervisor Cuevas will attend a VACo meeting in Charlottesville on May 24, 2007.

Chairman Kyger requested staff prepare talking points regarding the comprehensive services act program and the cost to Rockingham County because he has had a lot of questions on this issue.

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**PUBLIC HEARING - CONSIDERATION OF AMENDMENT TO FY 06-07
ADOPTED BUDGET.**

At 7:00 p.m., Chairman Kyger declared the meeting open for a public hearing on a proposed FY2006-2007 Budget Amendment to authorize funds for the general government, judicial, public safety, public works, parks and recreation, and community development functions of the General Fund and also appropriate funds for the School Fund, Asset Forfeiture Fund, Social Service District Fund, Smith Creek Water & Waste Authority Fund, and Solid Waste Fund.

There were no requests to speak on this matter.

At 7:01 p.m., Chairman Kyger closed the public hearing and called the regular meeting back to order.

On motion by Supervisor Cuevas seconded by Supervisor Ahrend and carried by a vote of 5 to 0, voting recorded as follows: AHREND - AYE; BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; KYGER - AYE; as recommended by the Finance Committee, the Board adopted the Proposed Amendment to the Fiscal Year 2006-2007 Budget and appropriated said amounts as follows: The purpose of the amendment is to authorize funds for the general government, judicial, public safety, public works, parks and recreation, and community development functions of the General Fund and also appropriate funds for the School Fund, Asset Forfeiture Fund, Social Service District Fund, Smith Creek Water & Waste Authority Fund, and Solid Waste Fund as follows:

**Proposed Amendment
Fiscal Year 2006-2007 Adopted Budget**

Revenues:

General Fund	
Revenue from the Commonwealth	\$ 190,933
Federal grant revenue	126,478
Charges for service	156,500
Share of Costs - City	274,000
Balance Carried Forward	<u>739,844</u>
	\$ 1,487,755
School Fund	
Revenue from the Commonwealth	\$ 564,430
Federal grant revenue	667,475
Miscellaneous local revenue	378,884
Insurance recoveries	<u>19,362</u>
	\$ 1,630,151
Asset Forfeiture Fund	
Balance Carried Forward	\$ 77,000

Harrisonburg-Rockingham Social Service District Fund		
Comprehensive Services Act - State	\$	531,129
Transfer from General Fund		<u>279,136</u>
	\$	810,265
Smith Creek Water & Waste Authority		
Federal grant revenue	\$	288,871
Solid Waste Fund		
Share of Costs – City	\$	1,385,491
Balance Carried Forward		<u>2,299,326</u>
	\$	3,684,817
Expenditures:		
General Fund		
General Government	\$	65,000
Judicial		248,238
Public Safety		680,202
Public Works		165,679
Parks & Recreation		17,500
Community Development		32,000
Transfer to other funds		<u>279,136</u>
	\$	1,487,755
School Fund		
Instruction	\$	1,148,793
Operations & Maintenance		232,000
Transportation		176,358
Technology		<u>73,000</u>
	\$	1,630,151
Asset Forfeiture Fund		
Judicial	\$	2,000
Public Safety		<u>75,000</u>
	\$	77,000
Harrisonburg-Rockingham Social Service District Fund		
Comprehensive Services Act	\$	810,265
Smith Creek Water & Waster Authority		
Public Works	\$	288,871
Solid Waste Fund		
Refuse Disposal	\$	3,684,817

The action for this matter included the following supplemental appropriations:

General Fund

1. Central Garage

A supplemental appropriation is needed in the amount of \$65,000 due to the increase in gasoline prices. These costs will be offset by supplemental revenue of the Central Garage.

Supplemental Appropriation: \$65,000

\$65,000	GL Code: 001-01221-000-6008-000	Vehicle & Powered Equipment Fuel
\$65,000	GL Code: 001-01619-1100	Garage Fuel Charges

2. Clerk of Circuit Court

A supplemental appropriation is needed in the amount of \$99,000 for a records imaging system. This cost will be funded by the state’s Clerk Technology Trust Fund and requires no local match.

Supplemental Appropriation: \$99,000

\$99,000	GL Code: 001-02106-100-3109-000	Other Professional Services
\$99,000	GL Code: 001-02309-0200	Technology Trust Fund- State Revenue

3. Clerk of Circuit Court

A supplemental appropriation is needed in the amount of \$30,000 for salaries and benefits associated with two additional positions added during the fiscal year. These costs will be funded by the State and require no local match.

Supplemental Appropriation: \$30,000

\$ 46,000	GL Code: 001-02106-000-1100-000	Salaries – Full-time
\$(10,000)	GL Code: 001-02106-000-1300-000	Salaries – Part-time
\$ 2,800	GL Code: 001-02106-000-2100-000	FICA
\$ 5,000	GL Code: 001-02106-000-2201-000	Retirement
\$(13,800)	GL Code: 001-02106-000-2300-000	Health Insurance
\$ 30,000	GL Code: 001-02309-0100	Clerk of Court-State Revenue

4. Court Services

A supplemental appropriation is needed in the amount of \$47,378 for supplies and equipment purchased in connection with the Weed & Seed grant. These costs will be funded by a federal grant and require no local match.

Supplemental Appropriation: \$47,378

\$ 3,870	GL Code: 001-02110-500-6013-000	Educational Supplies
\$ 3,870	GL Code: 001-02110-500-6014-000	Other Operating Supplies
\$39,638	GL Code: 001-02110-500-6065-000	Minor Equipment
\$47,378	GL Code: 001-03900-2100	Weed & Seed-Federal Revenue

5. Commonwealth’s Attorney

A supplemental appropriation is needed in the amount of \$16,000 for increased professional services and telecommunications costs; the lease of a copier and mailing system; and the purchase of computer accessories. These costs will be funded by the General Fund Reserve and the City of Harrisonburg.

Supplemental Appropriation: \$16,000

\$4,000	GL Code: 001-02201-000-3100-000	Professional Services
\$6,000	GL Code: 001-02201-000-5203-000	Telecommunications
\$4,000	GL Code: 001-02201-000-5401-000	Lease/Rent Equipment
\$2,000	GL Code: 001-02201-000-6065-000	Minor Equipment
\$8,000	GL Code: 001-05201-0100	General Fund Reserve
\$8,000	GL Code: 001-01899-0600	Share of Costs – Harrisonburg

6. Commonwealth's Attorney

A supplemental appropriation is needed in the amount of \$55,860 for the salaries and benefits associated with two additional positions added during the fiscal year. These costs will be funded by the State and require no local match.

Supplemental Appropriation: \$55,860

\$46,000	GL Code: 001- 2201-000-1100-000	Salaries – Full-time
\$ 3,520	GL Code: 001-02201-000-2100-000	FICA
\$ 5,820	GL Code: 001-02201-000-2201-000	Retirement
\$ 520	GL Code: 001-02201-000-2400-000	Group Life Insurance
\$55,860	GL Code: 001-02301-0100	Commonwealth's Attorneys-State Revenue

7. Sheriff

A supplemental appropriation is needed in the amount of \$79,100 for emergency communication radios purchased in connection with the Law Enforcement Terrorism Prevention Program. This cost will be funded by a federal grant and requires no local match.

Supplemental Appropriation: \$79,100

\$79,100	GL Code: 001-03102-140-8001-000	Machinery & Equipment
\$79,100	GL Code: 001-03900-3700	LETPP Grant – Federal Revenue

8. Extra Duty

A supplemental appropriation is needed in the amount of \$74,000 for overtime and benefits associated with extra-duty activities by sheriff deputies. These costs will be funded by supplemental revenue received for the services provided.

Supplemental Appropriation: \$74,000

\$69,000	GL Code: 001-03105-000-1200-000	Overtime
\$ 5,000	GL Code: 001-03105-000-2100-000	FICA
\$74,000	GL Code: 001-01603-0300	Extra Duty - Revenue

9. Fire & Rescue

A supplemental appropriation is needed in the amount of \$7,998 for contributions made to local fire departments for additional Virginia Department of Fire Programs funds received. This cost will be funded by the state and requires no local match.

Supplemental Appropriation: \$7,998

\$7,998	GL Code: 001-03201-900-5699-000	Other Contributions
\$7,998	GL Code: 001-02404-0900	Fire Programs Fund-State Revenue

10. Fire & Rescue

A supplemental appropriation is needed in the amount of \$25,000 for overtime and benefits required while staff members were on emergency medical leave and during staff shortages. These costs will be funded by the General Fund Reserve.

Supplemental Appropriation: \$25,000

\$ 74,000	GL Code: 001-03201-000-1200-000	Overtime
\$ 6,000	GL Code: 001-03201-000-2100-000	FICA
\$ 21,000	GL Code: 001-03201-000-2703-000	Worker's Compensation
\$(76,000)	GL Code: 001-03201-000-2300-000	Health Insurance
\$ 25,000	GL Code: 001-05201-0100	General Fund Reserve

11. Fire & Rescue

A supplemental appropriation is needed in the amount of \$14,000 for increased fuel costs and garage services. These costs will be funded by the General Fund Reserve.

Supplemental Appropriation: \$14,000

\$14,000	GL Code: 001-03201-000-4500-000	Central Garage
\$14,000	GL Code: 001-05201-0100	General Fund Reserve

12. Jail

A supplemental appropriation is needed in the amount of \$131,000 for the housing of inmates at the Middle River Regional Jail during the painting of the jail. This is a carry-forward of funds appropriated in FY06. This cost will be funded by the General Fund Reserve and the City of Harrisonburg.

Supplemental Appropriation: \$131,000

\$131,000	GL Code: 001-03302-000-3109-000	Other Professional Services
\$ 65,500	GL Code: 001-05201-0100	General Fund Reserve
\$ 65,500	GL Code: 001-01899-0600	Share of Costs – Harrisonburg

13. Jail

A supplemental appropriation is needed in the amount of \$25,000 for a jail study being conducted by the Central Shenandoah Planning Commission. This cost will be funded by the General Fund Reserve and the City of Harrisonburg.

Supplemental Appropriation: \$25,000

\$25,000	GL Code: 001-03302-000-3109-000	Other Professional Services
\$12,500	GL Code: 001-05201-0100	General Fund Reserve
\$12,500	GL Code: 001-01899-0600	Share of Costs – Harrisonburg

14. Jail

A supplemental appropriation is needed in the amount of \$115,000 for the painting of the jail facility; repairs to a faulty fire alarm system; rebuilding of dryers; repairs to a broken lock system; and other unanticipated repairs to the jail facility. The painting of the jail is a carry-forward of funds appropriated in FY06. The remainder of the costs will be funded by the General Fund Reserve and the City of Harrisonburg.

Supplemental Appropriation: \$115,000

\$115,000	GL Code: 001-03302-000-3301-000	Repairs & Maintenance
\$ 57,500	GL Code: 001-05201-0100	General Fund Reserve
\$ 57,500	GL Code: 001-01899-0600	Share of Costs – Harrisonburg

15. Jail

A supplemental appropriation is needed in the amount of \$61,000 due to increased heating and electrical costs associated with the jail. These costs will be funded by the General Fund Reserve and the City of Harrisonburg.

Supplemental Appropriation: \$61,000

\$21,000	GL Code: 001-03302-000-5101-000	Electrical Services
\$40,000	GL Code: 001-03302-000-5102-000	Heating Services
\$30,500	GL Code: 001-05201-0100	General Fund Reserve
\$30,500	GL Code: 001-01899-0600	Share of Costs – Harrisonburg

16. Jail

A supplemental appropriation is needed in the amount of \$15,000 for the purchase of a steam kettle for the jail and is a carry-forward from FY06. This cost will be funded by the General Fund Reserve and the City of Harrisonburg.

Supplemental Appropriation: \$15,000

\$15,000	GL Code: 001-03302-000-8001-000	Machinery & Equipment
\$ 7,500	GL Code: 001-05201-0100	General Fund Reserve
\$ 7,500	GL Code: 001-01899-0600	Share of Costs – Harrisonburg

17. Jail

A supplemental appropriation is needed in the amount of \$82,000 for the purchase of food services and supplies for the jail. This cost will be funded by the General Fund Reserve and the City of Harrisonburg.

Supplemental Appropriation: \$82,000

\$82,000	GL Code: 001-03302-000-6002-000	Food Services & Supplies
\$41,000	GL Code: 001-05201-0100	General Fund Reserve
\$41,000	GL Code: 001-01899-0600	Share of Costs – Harrisonburg

18. Animal Control

A supplemental appropriation is needed in the amount of \$7,394 for livestock protection/coyote control services provided by the USDA-APHIS through December 31, 2006. This is a carry-forward of funds appropriated in FY06. This cost will be funded by the General Fund Reserve.

Supplemental Appropriation: \$7,394

\$7,394	GL Code: 001-03501-000-3800-000	Purchased Services – Other Govts
\$7,394	GL Code: 001-5201-0100	General Fund Reserve

19. Animal Control

A supplemental appropriation is needed in the amount of \$38,710 for livestock protection/coyote control services provided by the USDA-APHIS for the period January 2007 through December 2007. An invoice in the amount of \$14,521 has been paid for the first quarter and an additional payment for the second quarter will be made at a later date.

Any remaining funds will be carried forward to FY08. This cost will be funded by the General Fund Reserve.

Supplemental Appropriation: \$38,710

\$38,710	GL Code: 001-03501-000-3800-000	Purchased Services – Other Govts
\$38,710	GL Code: 001-5201-0100	General Fund Reserve

20. Emergency Services

A supplemental appropriation is needed in the amount of \$5,000 for the part-time salary of an employee to assist with signage and for health insurance of a full-time employee. These costs will be funded by the General Fund Reserve.

Supplemental Appropriation: \$5,000

\$3,000	GL Code: 001-03505-000-1300-000	Salaries – Part-time
\$2,000	GL Code: 001-03505-000-2300-000	Health Insurance
\$5,000	GL Code: 001-5201-0100	General Fund Reserve

21. Court House Maintenance

A supplemental appropriation is needed in the amount of \$10,000 for an increase in heating and telecommunications costs. These costs will be funded by the General Fund Reserve and the City of Harrisonburg.

Supplemental Appropriation: \$10,000

\$8,000	GL Code: 001-04304-000-5102-000	Heating Services
\$2,000	GL Code: 001-04304-000-5203-000	Telecommunications
\$5,000	GL Code: 001-05201-0100	General Fund Reserve
\$5,000	GL Code: 001-01899-0600	Share of Costs – Harrisonburg

22. TV Transmission System O&M

A supplemental appropriation is needed in the amount of \$21,679 for translator site lease payments. This cost will be funded by the General Fund Reserve.

Supplemental Appropriation: \$21,679

\$21,679	GL Code: 001-04308-000-5402-000	Lease/Rent Buildings
\$21,679	GL Code: 001-05201-0100	General Fund Reserve

23. Administration Center Maintenance

A supplemental appropriation is needed in the amount of \$41,000 for the cost of compressor repairs; chiller control replacement; coil and freeze stat replacement; and the increase in electrical, heating, and water and sewer services and usage. These costs will be funded by the General Fund Reserve.

Supplemental Appropriation: \$41,000

\$14,000	GL Code: 001-04309-000-3301-000	Repairs & Maintenance
\$10,000	GL Code: 001-04309-000-5101-000	Electrical Services
\$15,000	GL Code: 001-04309-000-5102-000	Heating Services
\$ 2,000	GL Code: 001-04309-000-5103-000	Water & Sewer Services
\$41,000	GL Code: 001-05201-0100	General Fund Reserve

24. District Courts Building Maintenance

A supplemental appropriation is needed in the amount of \$93,000 for the replacement of front entrance doors and a hot water heater; the purchase of HVAC controls; the increase in electrical and heating services and usage; and additional leased parking spaces. These costs will be funded by the General Fund Reserve and the City of Harrisonburg.

Supplemental Appropriation: \$93,000

\$18,000	GL Code: 001-04310-000-3301-000	Repairs & Maintenance
\$ 5,000	GL Code: 001-04310-000-3302-000	Maintenance Service Contracts
\$25,000	GL Code: 001-04310-000-5101-000	Electrical Services
\$42,000	GL Code: 001-04310-000-5102-000	Heating Services
\$ 3,000	GL Code: 001-04310-000-5403-000	Lease/Rent Parking
\$46,500	GL Code: 001-05201-0100	General Fund Reserve
\$46,500	GL Code: 001-01899-0600	Share of Costs – Harrisonburg

25. Public Assistance

A supplemental appropriation is needed in the amount of \$17,000 for a flood recovery payment made to a resident of Elkton. This cost will be funded by the contingency fund.

Supplemental Appropriation: \$17,000

\$ 17,000	GL Code: 001-05302-000-5899-000	Other Assistance
\$(17,000)	GL Code: 001-09110-000-5800-000	Contingency

26. Parks & Maintenance

A supplemental appropriation is needed in the amount of \$17,500 for the increase in electrical service usage and fuel prices; unexpected repairs to county vehicles; additional recreational field maintenance and ball field products; and the purchase of a reel irrigation system for the watering of ball fields. These costs will be offset by supplemental recreational fee revenue.

Supplemental Appropriation: \$17,500

\$ 3,500	GL Code: 001-07103-000-4500-000	Central Garage
\$ 6,000	GL Code: 001-07103-000-5101-000	Electrical Services
\$ 4,000	GL Code: 001-07103-000-6003-000	Agricultural Supplies
\$ 4,000	GL Code: 001-07103-000-6065-000	Minor Equipment
\$17,500	GL Code: 001-01613-0100	Recreation Activities Revenue

27. Soil and Water Conservation District

A supplemental appropriation is needed in the amount of \$32,000 for one additional full-time employee and one additional part-time employee. These

costs will be funded by supplemental revenue received from the Shenandoah Valley Soil & Water Conservation District and require no local match.

Supplemental Appropriation: \$32,000

\$16,000	GL Code: 001-08203-000-1100-000	Salaries – Full-time
\$10,500	GL Code: 001-08203-000-1300-000	Salaries – Part-time
\$ 2,000	GL Code: 001-08203-000-2100-000	FICA
\$ 3,500	GL Code: 001-08203-000-2201-000	Retirement
\$32,000	GL Code: 001-02404-0600	Soil Conservation-State Revenue

In addition, an adjustment to revenue is needed to correct the funding source of an office assistant. The original budget reflected 100% reimbursement of salary and benefits from the Shenandoah Valley Soil & Water Conservation District; however, this is not the case. Therefore, the non-reimbursable portion should be funded by the General Fund Reserve instead of the District.

\$ 33,925	GL Code: 001-05201-0100	General Fund Reserve
\$(33,925)	GL Code: 001-02404-0600	Soil Conservation-State Revenue

28. Transfer to Other Fund

A supplemental appropriation in the amount of \$279,136 for the local match required for the Comprehensive Services Act for county children. This cost will be funded by the General Fund Reserve.

Supplemental Appropriation: \$279,136

\$279,136	GL Code: 001-09301-000-9527-000	Transfer to Social Services
\$279,136	GL Code: 001-05201-0100	General Fund Reserve

School Fund

1. A supplemental appropriation is needed in the amount of \$223,050 for expenditures associated with the Reading First grant. These costs will be funded by a federal grant and will require no local match.

Supplemental Appropriation: \$223,050

\$ 55,195	GL Code: 201-61100-002-1120-100	Instructional Salaries
\$ 4,420	GL Code: 201-61100-002-1520-100	Substitute Instructional Wages
\$ 28,450	GL Code: 201-61100-002-1800-100	Compensated Services
\$ 6,750	GL Code: 201-61100-002-2100-100	FICA
\$ 5,515	GL Code: 201-61100-002-3000-100	Purchased Services
\$ 2,485	GL Code: 201-61100-002-5504-100	Professional Development
\$ 10,000	GL Code: 201-61100-002-6013-100	Educational Supplies
\$ 150	GL Code: 201-61100-002-5501-100	Mileage
\$ 32,000	GL Code: 201-61100-002-6030-100	Alternative Educational Materials
\$ 8,830	GL Code: 201-61100-002-6065-100	Minor Equipment

\$ 52,000	GL Code: 201-61100-002-6020-100	Textbooks
\$ 280	GL Code: 201-61100-002-2750-100	Retiree Health Care Credit
\$ 7,840	GL Code: 201-61100-002-2210-100	VRS
\$ 270	GL Code: 201-61100-002-2400-100	Group Life
\$ 8,865	GL Code: 201-61100-002-2300-100	Health Insurance
\$223,050	GL Code: 201-03301-7000	Reading First

2. A supplemental appropriation is needed in the amount of \$17,879 for educational supplies associated with the Assistive Technology grant. This cost will be funded by a federal grant and will require no local match.

Supplemental Appropriation: \$17,879

\$17,879	GL Code: 201-61100-017-6013-100	Educational Supplies
\$17,879	GL Code: 201-03301-1902	Assistive Technology Grant

3. A supplemental appropriation is needed in the amount of \$31,434 for expenditures associated with the ISAEP grant. These costs will be funded by the state and will require no local match.

Supplemental Appropriation: \$31,434

\$16,625	GL Code: 201-61100-003-1120-100	Instructional Salaries
\$ 1,880	GL Code: 201-61100-003-2100-100	FICA
\$ 500	GL Code: 201-61100-003-6013-100	Educational Supplies
\$ 7,920	GL Code: 201-61100-003-1140-100	Technical Salaries
\$ 4,509	GL Code: 201-61100-200-1120-100	Instructional Salaries
\$31,434	GL Code: 201-02404-7600	ISAEP

4. A supplemental appropriation is needed in the amount of \$51,000 for expenditures associated with the Academic Achievement Grant – Title I. These costs will be funded by a federal grant and will require no local match.

Supplemental Appropriation: \$51,000

\$ 9,000	GL Code: 201-61100-004-1800-100	Compensated Services
\$ 720	GL Code: 201-61100-004-2100-100	FICA
\$ 4,500	GL Code: 201-61100-004-3000-100	Purchased Services
\$ 3,000	GL Code: 201-61100-004-5504-100	Professional Services
\$ 8,780	GL Code: 201-61100-004-6013-100	Educational Supplies
\$25,000	GL Code: 201-61100-004-6065-100	Minor Equipment
\$51,000	GL Code: 201-03301-0200	Title I

5. A supplemental appropriation is needed in the amount of \$8,884 for expenditures associated with a local grant for Ottobine Elementary School. These costs will be funded by a private contribution.

Supplemental Appropriation: \$8,884

\$1,810	GL Code: 201-61100-005-1800-100	Compensated Services
\$ 150	GL Code: 201-61100-005-2100-100	FICA
\$2,044	GL Code: 201-61100-005-6013-100	Educational Supplies
\$4,780	GL Code: 201-61100-005-6065-100	Minor Equipment
\$ 100	GL Code: 201-61100-005-5501-100	Mileage
\$8,884	GL Code: 201-01899-0400	Grants – Local Money

6. A supplemental appropriation is needed in the amount of \$283,300 for expenditures associated with the Smaller Learning Community Grant. These costs will be funded by a federal grant and will require no local match.

Supplemental Appropriation: \$283,300

\$ 90,000	GL Code: 201-61100-016-1120-100	Instructional Salaries
\$ 6,000	GL Code: 201-61100-016-1120-600	Instructional Salaries
\$ 18,000	GL Code: 201-61100-016-1130-100	Other Professional Salaries
\$ 50,000	GL Code: 201-61100-016-1140-100	Technical Salaries
\$ 1,000	GL Code: 201-61100-016-1520-100	Substitute Instructional Wages
\$ 13,000	GL Code: 201-61100-016-2100-100	FICA
\$ 500	GL Code: 201-61100-016-2100-600	FICA
\$ 12,000	GL Code: 201-61100-016-2210-100	Retirement
\$ 3,500	GL Code: 201-61100-016-2300-100	Health Insurance
\$ 500	GL Code: 201-61100-016-2750-100	Retiree Health Care Credit
\$ 21,250	GL Code: 201-61100-016-3000-100	Purchased Services
\$ 2,000	GL Code: 201-61100-016-5504-100	Professional Development
\$ 20,000	GL Code: 201-61100-016-6013-100	Educational Supplies
\$ 20,000	GL Code: 201-61100-016-6065-100	Minor Equipment
\$ 9,150	GL Code: 201-61100-016-1800-100	Compensated Services
\$ 8,000	GL Code: 201-61100-016-6070-100	Minor Computer Equipment
\$ 8,000	GL Code: 201-61100-016-8207-100	Computer Equipment – Addition
\$ 400	GL Code: 201-61100-016-2400-100	Group Life
\$283,300	GL Code: 201-03301-9000	Other Federal Funds

7. A supplemental appropriation is needed in the amount of \$400,000 for expenditures associated with average daily membership. These costs will be funded by the state and will require no local match.

Supplemental Appropriation: \$400,000

\$ 16,000	GL Code: 201-68300-985-6040-000	Software
\$ 57,000	GL Code: 201-68100-358-6070-000	Minor Computer Equipment
\$135,000	GL Code: 201-61100-200-2300-100	Health Insurance
\$192,000	GL Code: 201-64200-923-3301-000	Repairs & Maintenance
\$ 73,000	GL Code: 201-02402-3701	Additional Lottery
\$150,000	GL Code: 201-02402-5801	Salary Supplement
\$177,000	GL Code: 201-02402-0200	Basic School Aid

8. A supplemental appropriation is needed in the amount of \$6,892 for expenditures associated with the Sliver grant. These costs will be funded by a federal grant and will require no local match.

Supplemental Appropriation: \$6,892

\$1,476	GL Code: 201-61100-006-1520-100	Substitute Instructional Wages
\$ 210	GL Code: 201-61100-006-2100-100	FICA
\$1,248	GL Code: 201-61100-006-1800-100	Compensated Services
\$ 332	GL Code: 201-61100-006-5504-100	Professional Development
\$3,626	GL Code: 201-61100-006-6013-100	Educational Supplies
\$6,892	GL Code: 201-03301-1903	Sliver Grant

9. A supplemental appropriation is needed in the amount of \$330,000 for expenditures associated with Title VI-B and special education. These costs will be funded by the County of Augusta through a regional program reimbursement and by federal funding.

Supplemental Appropriation: \$330,000

\$120,000	GL Code: 201-61100-200-1140-200	Technical Salaries
\$ 10,000	GL Code: 201-61100-200-1520-200	Substitute Instructional Wages
\$ 10,000	GL Code: 201-61100-200-1529-200	Substitute VI-B Teachers
\$ 30,000	GL Code: 201-61100-200-1290-200	Overtime – Special Education Aides
\$160,000	GL Code: 201-61100-300-1120-200	Instructional Salaries
\$250,000	GL Code: 201-01612-0901	Salary Reimbursement – Regional Programs
\$ 80,000	GL Code: 201-03301-1900	Title VI-B Special Education

10. A supplemental appropriation is needed in the amount of \$5,354 for expenditures associated with Title III, Part A. These costs will be federally funded and will require no local match.

Supplemental Appropriation: \$5,354

\$2,400	GL Code: 201-61100-375-3000-100	Purchased Services
\$2,954	GL Code: 201-61100-375-6013-100	Educational Supplies
\$5,354	GL Code: 201-03301-2650	Title III LEP

11. A supplemental appropriation is needed in the amount of \$120,000 for payroll expenditures associated with extra-curricular and community events held on school premises. These costs will be funded by reimbursements from local civic and other organizations.

Supplemental Appropriation: \$120,000

\$40,000	GL Code: 201-63200-900-1802-000	Wages – Reimbursed
\$40,000	GL Code: 201-64200-900-1802-000	Wages – Reimbursed

\$40,000	GL Code: 201-61100-300-1802-100	Wages – Reimbursed
\$40,000	GL Code: 201-01803-0203	Salary Reimb – Bus Drivers
\$40,000	GL Code: 201-01803-0204	Salary Reimb – Custodians
\$40,000	GL Code: 201-01803-0205	Salary Reimb – Teachers

12. A supplemental appropriation is needed in the amount of \$16,000 for the purchase of vocational equipment. This cost will be funded by the state and will require no local match.

Supplemental Appropriation: \$16,000

\$16,000	GL Code: 201-61100-380-6065-300	Minor Equipment
\$16,000	GL Code: 201-02402-5200	VOC Equipment

13. A supplemental appropriation is needed in the amount of \$19,362 for the replacement of totaled vehicles. These costs will be funded by insurance proceeds received.

Supplemental Appropriation: \$19,362

\$10,000	GL Code: 201-63200-924-8105-000	Bus/Motor Vehicle Replacement
\$ 9,362	GL Code: 201-63200-924-8106-000	Car Replacement
\$19,362	GL Code: 201-04101-0100	Insurance Recoveries

14. A supplemental appropriation is needed in the amount of \$116,996 for the retrofitting of school buses. These costs will be funded by the state and will require no local funding.

Supplemental Appropriation: \$116,996

\$ 92,710	GL Code: 201-63200-924-6009-000	Parts
\$ 22,560	GL Code: 201-63400-924-1290-000	Overtime
\$ 1,726	GL Code: 201-63400-924-2100-000	FICA
\$116,996	GL Code: 201-02402-9900	Other State Funds

Asset Forfeiture Fund

A supplemental appropriation is needed in the amount of \$77,000 due to increased expenditures related to drug enforcement and prosecution and for the purchase of police uniforms. These costs will be funded by the Asset Forfeiture Fund Reserve.

Supplemental Appropriation: \$77,000

\$ 2,000	GL Code: 211-02201-000-5503-000	Subsistence & Lodging
\$75,000	GL Code: 211-03507-000-6016-000	Police Uniforms
\$77,000	GL Code: 211-05201-0100	Fund Reserve-Asset Forfeiture Fund

Social Services

A supplemental appropriation in the amount of \$810,265 for the Comprehensive Services Act (CSA) for county children. The state will fund \$531,129 of this cost with a local match requirement of \$279,136.

Supplemental Appropriation: \$810,265

\$810,265	GL Code: 220-05318-100-5714-000	CSA Mandated
\$531,129	GL Code: 220-02401-0200	CSA
\$279,136	GL Code: 220-05101-2001	Transfer from General Fund

Smith Creek Water & Waste Fund

A supplemental appropriation is needed in the amount of \$288,871 for the purchase of the following items to assist with the operation of the Smith Creek sewer system:

Emergency generators:	\$ 12,645
Backhoe:	\$ 75,000
Tandem axle dump truck:	\$100,000
Back up generators:	\$ 70,000
Dump truck:	\$ 31,226

These items will be funded by a federal grant provided by the USDA and will require no local funds.

Supplemental Appropriation: \$288,871

\$257,645	GL Code: 404-04401-000-8307-000	Sewer Line Construction
\$ 31,226	GL Code: 404-04401-000-8005-000	Vehicles
\$288,871	GL Code: 404-03900-0100	Other Federal Funds

Solid Waste Fund

A supplemental appropriation is needed in the amount of \$3,684,817 for costs associated with the landfill expansion and purchase of land. Phase 3 of the landfill progressed at a faster rate than anticipated and the County purchased adjacent land for future expansion. These costs will be funded by the Solid Waste Fund and the City of Harrisonburg.

Supplemental Appropriation: \$3,684,817

\$3,000,000	GL Code: 410-04204-000-8310-000	Landfill Upgrade
\$ 684 817	GL Code: 410-04204-000-8305-000	Site Improvements
\$2,299,326	GL Code: 410-05201-0100	Fund Reserve
\$1,385,491	GL Code: 410-01899-0600	Capital Costs – Harrisonburg

PUBLIC HEARING - REZONINGS.

At 7:04 p.m., Chairman Kyger declared the meeting open for a public hearing on the following rezoning application. Ms. Henderson reviewed the particulars of the request.

RZ06-08, BPML Properties, 17153 Mt. Pleasant Road, Elkton, to rezone 30.647 acres from A-1 (Prime Agricultural) to R5 and 9.049 acres from A1 to B1-C (General Business with Conditions) on a portion of tax parcel 130(A)9. This site is located on the north side of Spotswood Trail (Route 33), east of Mt. Hermon Road (Route 979), and west of Elkton Plaza in Election District #5. The Comprehensive Plan designates this area as Community Residential and Mixed Use. R5 allows eight dwelling units per gross acre. The applicant is limiting the density to 2.38 single family detached dwellings per gross acre.

Staff recommended approval, noting that the Comprehensive Plan designates this area as Community Residential and Mixed Use Center outside an Urban Growth Area. The Plan identifies Community Residential Areas as areas encompassing the primary future urban residential neighborhoods in Rockingham County. The proposed residential area would be developed as a traditional neighborhood development (TND) which the Comprehensive Plan encourages inside Community Residential Areas. Within Community Residential areas, the Comprehensive Plan designates some areas as appropriate for Mixed Use Centers which the Plan states, "must be developed in at least two uses, one of which must be either community or neighborhood retail development or a community or neighborhood park". The applicant has proposed that the Mixed Use Center fronting Spotswood Trail (Rt.33) would be developed into 18 commercial lots. The proposed Downey Knolls development is consistent with the Comprehensive Plan's guidelines for traditional neighborhood developments and the proposed commercial development promotes the Plan's attempt to guide new residential development in concert with new retail and commercial development. The Planning Commission, on a 4-1 vote, recommended approval of the request.

Lisa Hawkins from Lenhart Obenshain spoke on behalf of BPML. She explained that this proposed development is for an age-restricted community. In order to market the development as such, by law 80% of the units must be occupied by at least one person age 55 or older. However, to reach their desired market, BPML will have covenants indicating all units will be occupied by at least one person age 55 or older. If that person dies, a widow or widower under age 55 can go before the homeowner's association and request an exception to remain in their home, which will be granted. Children 18 years old and under will be prohibited as

permanent occupants, which means children can visit the development up to 90 days a year. An occupant list will be created and updated every two years by the Association. If residents are in violation of the covenants, they can be evicted.

Chairman Kyger questioned what kind of case law supports eviction. Ms. Hawkins noted there are volumes supporting occupancy restrictions. Homes in an age-restricted community can be owned by anyone, but the occupants must meet the restricted covenants. The covenants can be amended by 2/3 or 3/4 of the residents voting in favor of the amendment but the restriction cannot be changed without approval of the Board of Supervisors.

Supervisor Cuevas asked if Ms. Hawkins had a copy of the developer's proposed covenants. Ms. Hawkins responded that the covenants had not been prepared yet and she did not know the details, but they have to comply with the law. The restrictions will be included in the deeds and the recorded covenants will be overseen by the homeowner's association. Ms. Hawkins wrote additional proffers, which her client signed. She read them later in the meeting and provided Mr. Cuevas with a copy.

Attorney Brown stated that proffers are generally submitted before a public hearing, but more restrictive proffers can be submitted after the hearing. The proffers Ms. Hawkins read sounded more restrictive and would be treated as a proffer statement or a statement of explanation.

Ms. Hawkins noted that County staff and VDOT requested improvements to distinguish the entrance to the development from the Elkton Plaza parking lot. The easement includes provisions that Elkton Plaza must dedicate it to public use. Ms. Hawkins has a written commitment from the developer to request Elkton Plaza dedicate the easement to VDOT; the developer will pay to install curbed islands and trees as requested.

Betsie Michael from Terra Development Services reviewed a PowerPoint presentation. She noted that the homes will be priced between \$225,000 and \$275,000. There is no building schedule since this development will not impact the schools.

Pete Bonavita noted that the rezoning process for this property has been ongoing for two years. They have added the age restriction, reduced the number of homes, and added a community center. All the original problems and positions of the people opposing the development have been addressed. BPML has a petition with over 150 signatures of people in favor of the development. A showing of hands indicated the majority of the audience supported this rezoning request.

George Greenwall noted that he and his wife currently own a home in Elkton and are interested in purchasing

a lot in this development. He encouraged the Board of Supervisors to vote in favor of the rezoning.

Supervisor Kyger noted that Mr. Greenwall may sell his current home to a family with children which will still impact the school system.

Donna Bleam is not an Elkton resident but said she has been a real estate appraiser since the 1970's and thinks the BPML plan is one of the best she has ever seen. She likes the sidewalks as they build a community. In a community of this nature, older people would be able to stay in their homes even if they can't drive because things they need are near.

Michael O'Neill stated he is the Chairman of the Town of Elkton Finance Committee and is also speaking on behalf of Councilman Kite and Vice Mayor Dearing. The Town twice approved the availability of water and sewer for this property. Elkton's Public Works Director indicates they have water and sewer capacity to support the development. Mr. O'Neill thinks Elkton needs housing for senior citizens. Speaking as a private citizen, he appreciates the quality of the development and believes it is a step toward older people staying in their community. Since Mr. Bonavita is a local developer and several BPML employees are local residents, Mr. O'Neill believes they will do what they say and be accountable to the community.

Garner Downey, an optometrist in practice in Elkton for 56 years, indicated he has no financial interest in the project and is in favor of it. He knows Mr. Bonavita well; he has experience, talent, know-how, and cares for the people with whom he transacts business.

Frank Meleski noted he is 78 years old and is not able to do as much as when he was 50 or 60. When it is difficult to do the everyday things associated with owning a home and you can't drive, living becomes harder. This development is designed with seniors in mind and would enhance their quality of life. Mr. Meleski does not think traffic will increase greatly as older people do not drive as much. He noted there is no similar facility in eastern Rockingham County.

Supervisor Floyd asked if the homeowners association will take care of maintenance. Mr. Bonavita indicated he will solicit bids from lawn maintenance firms so he can advise people of the lawn maintenance fee and cost to maintain the community center. He expects the fee to be approximately \$125 per month. He explained that the recreation center will be one large room which can be reserved at no charge.

Pat Smith lived in a similar community in the Tampa Bay area for 17 years and said it was a wonderful place to live. She now lives in Elkton and thinks this development will be a real asset.

Betty Fridley and her husband recently built their dream retirement home in the woods in Elkton only to

find out her husband is allergic to oak trees. They are moving into another home but would very much like to be moving into an over 55 community in the Elkton area.

Wanda Loman said they have considered going into an assisted living facility or leaving the area. She likes BPML's plans for the commercial businesses because there are very few businesses in Elkton except for car-oriented ones. They would be willing to put money back into the town if there was something there.

Tom Schroeder, President of the Elkton Emergency Squad, stated that Mr. Bonavita will donate \$250 to the rescue squad for each lot he sells, which amounts to an \$18,000 donation. Mr. Schroeder presented the Board of Supervisors with a letter of support from the Elkton Emergency Squad, Inc.

Chairman Kyger again asked those in favor of the request to raise their hands and many people were in favor of the proposed development.

Elkton Town Mayor Wayne Printz, speaking on his own behalf and not as a representative of the Town of Elkton, has lived in Elkton 18 years. He supports seniors and providing them with a comfortable environment. He said a lot of speakers talked like this proposed development is in the Town of Elkton, but it is not in Elkton. Two Elkton developments with proffers, Elkwood and Quail Run, disbanded their homeowner's associations. He is concerned with too much growth too quickly as there are lots of developments in the pipe line. Businesses are being added at the entrance to Massanutten as well as other locations while downtown Elkton has many unoccupied businesses. He noted the project was to be offered to the Town with a boundary line adjustment which he has not seen. If the project is approved, he said the Town of Elkton would be responsible for \$1 million worth of water and emergency services which Elkton citizens will have to cover. Mr. Printz requested the Board of Supervisors not approve the development because he would like to consummate outstanding agreements between the Town and County first.

Elkton Planning Commission Chairman Dan Talbot, speaking as a citizen and not as a representative of the Town of Elkton, stated this is a good development which meets the town code and is needed, but he is concerned about a development on the border of Elkton at this time since some issues have not been resolved with the County. He noted that Elkton has a new comprehensive plan which the County has not seen.

Supervisor Cuevas asked if we exchange comprehensive land use plans with the Towns. Rhonda Henderson said she spoke with Marty Shifflett from Elkton last week and he will send us a copy of their newest plan. Whenever we update our comprehensive plan we send a copy to the Towns and City of Harrisonburg and give them an opportunity to respond to the proposals. Typically about 50% of them give us written comments.

We submitted the BPML request to the Town of Elkton and received a response regarding the water and sewer.

County Administrator Paxton noted that six or eight months ago he met with the town managers to discuss issues, including the notification of rezonings. Since that time Community Development regularly receives information from the Towns regarding rezonings, which they review to make sure there is no conflict with our plan. Likewise, we notify the Towns of requested rezonings adjacent to their town so they can provide comment. Mr. Paxton continues to try to work with the town managers to improve communications. Supervisor Cuevas suggested that at least two times a year the County invite the town managers and their staff/appointed personnel to communicate what is coming down the pipeline. Chairman Kyger concurred with this recommendation.

Matt Light from Wharton Aldhizer & Weaver represents Elkton Plaza and expressed concern over the traffic issue. His clients are not convinced the traffic situation has been thought out. Mr. Light described the traffic patterns and indicated all traffic going to the development will enter through the Elkton Plaza parking lot as it will be easier than using the second entrance. He questioned whether a zoning change is appropriate and will work for the benefit of the citizens of Rockingham County.

Bobbie Rae Monger and her husband are the largest adjacent property owners. She said when the County was looking at land designations she spoke with the people doing the study and was told this property was zoned A-1, would stay in the agricultural reserve and was not in the designated growth area. She does not want to live next to a housing development. If this rezoning is passed, she will request R-5 zoning for her land and sell it. She stated Route 33 is dangerous now and noted over 1,200 vehicles from the area schools. She believes people who move to the new development will sell or rent their current homes to people with children. She wonders whether Elkton did a feasibility study on the impact of another development to the town. She was there when Massanutten was approved and was told it would have summer homes only, no full-time residents and no time shares.

Rebecca Monger owns commercial property across from the planned development and has a problem with how the age restriction will work, traffic issues, and the impact on schools as parents with children move back in with their parent's. She does not want to see every farm developed and is concerned about the agricultural reserve and sewer capacity.

Gary Sandridge spoke on behalf of his father who owns property to the west of the proposed development. He is concerned that seven lots surround his property. He would like to have open space included to protect his land and other surrounding property. He is also

concerned this development and his land will be incorporated into the Town.

David Miller and his parents are adjacent landowners. He thinks concerns need to be addressed and issues resolved before moving forward with this project.

In response to a question from Mayor Wayne Printz, Chairman Kyger said Mr. Bonavita will not present documents regarding the boundary line adjustment as part of his request.

Attorney Lisa Hawkins stated the developer has proffered to give \$1,000 per lot to Elkton for water and sewer service which was approved by the Town of Elkton. Regarding the concerns she has heard (traffic, schools and growth), this proposed development meets the Comprehensive Plan requirements and also meets the requirement of the Comprehensive Plan for developments bordering the towns.

At 9:00 p.m., Chairman Kyger closed the public hearing and called the regular meeting back to order.

Supervisor Breeden stated his business, E. A. Breeden & Sons, performs services for Apex Realty which is the management company for Elkton Plaza so he has a conflict of interest and will abstain from voting and discussion on this rezoning.

Supervisor Cuevas noted the Board heard a great deal of information and a lot of good things about the rezoning request. This appears to be a good project, but there are a lot of tough issues because the town is dealing with a lot of growth and the \$90 million school complex is not yet resolved. He believes the Board needs time to digest the information presented tonight to determine if this is the right time for this project.

On motion by Supervisor Cuevas, seconded by Supervisor Floyd and carried by a vote of 4 to 0 to 1, voting recorded as follows: AHREND - AYE; BREEDEN - ABSTAIN; CUEVAS - AYE; FLOYD - AYE; KYGER - AYE; the Board tabled RZ06-08, request of BPML Properties, to rezone 30.647 acres from A-1 (Prime Agricultural) to R5 and 9.049 acres from A1 to B1-C (General Business with Conditions) on a portion of tax parcel 130(A)9. This site is located on the north side of Spotswood Trail (Route 33), east of Mt. Hermon Road (Route 979), and west of Elkton Plaza in Election District #5.

At 9:13 p.m., Chairman Kyger declared the meeting open for a public hearing on the following rezoning applications. Ms. Henderson reviewed the particulars of the requests.

RZ06-21, Stanley R. Shifflett, c/o Ron Oleyar, 3317 Lanier Lane, Massanutten, to rezone 26.35 acres from A2 (General Agricultural) to MH-1 (Manufactured Home Park) on tax parcels 160(A)68 and 68E. The site is located south of Black Rock Road (Route 661) approximately 1,400 feet east of Augusta Avenue (Route 340 in the Town of Grottoes) in Election District #3. The Comprehensive Plan designates this area as Agricultural Reserve. MH1 allows 4.35 dwelling units per gross acre. The applicant wants to create 83 rental lots for manufactured homes at a density of 3.15 units per gross acre.

Staff recommended denial, as the Comprehensive Plan designates this area as Agricultural Reserve outside an Urban Growth Area. The Comprehensive Plan defines Urban Growth Areas as "land which is planned to be served by public water and sewer facilities in a particular time horizon." An objective of the Comprehensive Plan is for 80 percent of new development to be located inside the Urban Growth Areas. The subject property is not inside the Urban Growth Area; therefore, it was not planned for public services.

However, the Town of Grottoes has agreed to provide water and sewer service beyond the Urban Growth Area and its future annexation area, to this proposed development, pursuant to the applicant's construction and conveyance of a municipal water well. Even though the applicant has proffered to phase the build out of the development over 6 years, a development of this size may still have an impact on the County's most stable school. The Planning Commission recommended approval on a 3-2 vote.

Mac Nichols, attorney for the applicant, stated some of the goals of the County are to provide affordable housing, locate houses where there is access to utilities, phase in housing and preserve agricultural land. This development meets those goals and will be a quality residential community with mostly manufactured homes and some modular homes. The homes will be placed on rental lots and can be moved to another location later. The homes are very attractive and look like stick-built houses; 80% of them are double-wide homes. The developer plans to do extensive landscaping, include a recreational area and make this a nice community. The monthly lot rental will be \$300 and a 1,750 square foot manufactured home will cost about \$87,000 compared to a stick-built home with comparable amenities costing \$221,000 with the lot. The maximum loan term for a manufactured home is 25 years, compared to 30 years for a site-built home

and the interest rate is higher for a manufactured home. There is a good well on the property which will be conveyed to the Town of Grottoes for use. In turn, the Town of Grottoes will provide sewer and water, and will eventually annex the park. Mr. Shifflett has proffered to put in 15 units a year and there will be no traffic issues. They project having 80 children in the park within six to seven years. The Town of Grottoes is in favor of this project.

Opie Kyer from Staunton is the Vice Chairman of Staunton Schools, Chairman of the Staunton Industrial Development Authority and a loan officer. He reiterated how nice manufactured homes are today. He stated these homes are great for people who have not previously owned a home and explained the loan and interest analysis in more detail. He stated that purchasers will save \$5,000 annually even with a higher interest rate, and will save more each year.

Tom Montgomery from Old Colony Construction in Staunton stated manufactured homes have come a long way in quality and it is hard to tell the difference between them and stick-built homes. He thinks this park will be an asset to the area and provide affordable housing.

Joe Morris, Mayor of the Town of Grottoes, said the Town is interested in this project for the water source. With the well, they will double their water capacity so they offered to provide water and sewer. The Town was not interested in this project until they were offered the water.

Charlie Stickley said the Town did not want to put sewer in until they were offered the water. Grottoes has a lagoon system, each home has a septic tank and they pump the tanks every three to five years.

Margie Smith expressed concern about increased traffic at the corner of A Street and Berkley Avenue. Charlie Stickley indicated this land does not connect to Berkley Avenue and will not impact traffic on that street.

RZ07-07, Titus G. Crawford & Doug Lowell, 3556 Spotswood Trail, Penn Laird, to rezone 1.0 acre from A2 (General Agricultural) to B2-C (Rural Business Service with Conditions) on a portion of tax parcel 126F (A) 121. The site is located on the south side of Spotswood Trail (Route 33) and approximately 0.25 miles east of Massanetta Springs Road (Route 687) in Election District #3. The Comprehensive Plan designated this area as Community Residential. The applicant intends to relocate Country Treasures, a home décor store, from the City to this new location. Proffers have been provided.

On April 24, 2007 staff recommended approval as the Comprehensive Plan encourages traditional neighborhood development in the designated Community Residential areas of the County and in addition to the residential component, some commercial development may be appropriate. Such commercial development should provide neighborhood scale retail opportunities to the residents in the area. The proposed land use would provide a retail opportunity to the surrounding residential community with the predictability and character of the use being illustrated by the submitted proffers. This neighborhood scale commercial development would be accomplished without having to create another entrance on Spotswood Trail provided the existing private roadway is requested and accepted into the state system. On May 1, 2007, the Planning Commission recommended denial on a 3-1 vote because prior to the Commission meeting, Mr. Crawford had been presented the County and VDOT requirements affecting the rezoning request. However, at the Commission meeting, Mr. Crawford stated he was not willing to have the rezoning granted if it had to be according to the County and VDOT requirements. On May 8, 2007, Mr. Crawford called a meeting with County and VDOT staff to present his terms for having his private lane and right-of-way turned over to VDOT, the extension of the turn lane on Spotswood Trail, and his desire to extend his lane so it would connect to Forest Oaks Lane in Spring Oaks. Staff explained the requirements governing VDOT and the County. The meeting was cut short when Mr. Crawford dismissed himself from the meeting, stating that VDOT staff could get back to him when they were "willing to work with [him]". On May 11, 2007, staff revised their recommendation to denial as County ordinance requires all B2 properties to front and access a state-maintained road. The County could not grant a certificate of occupancy on the B2 site until the private lane is accepted into the state system. VDOT will not accept a road into the state system until a road serves three or more landowners. If this rezoning was granted and the property was sold to Mr. Lowell or another willing buyer, the private lane would then serve three landowners. In addition, the turn lane on Spotswood Trail must be extended. Without Mr. Crawford being willing to comply with County and VDOT requirements, staff recommends denial of the rezoning request.

Titus Crawford stated he asked for denial because he did not want to turn the road over to the State yet. He has changed his mind and will turn the road over when Mr. Lowell needs his occupancy permit.

Doug Lowell, owner of Country Treasures, indicated he wants to purchase the property and believes the shop will be nice for the community.

At 9:55 p.m., Chairman Kyger closed the public hearing and called the regular meeting back to order.

Supervisor Floyd noted he would like contradictions regarding Stanley R. Shifflett's property satisfied and would like the Board of Supervisors to visit the property. On motion by Supervisor Floyd, seconded by Supervisor Cuevas and carried by a vote of 5 to 0, voting recorded as follows: AHREND - AYE; BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; KYGER - AYE; subject to the following conditions, the Board tabled RZ06-21, request of Stanley R. Shifflett, c/o Ron Oleyar to rezone 26.35 acres from A2 (General Agricultural) to MH-1 (Manufactured Home Park) on tax parcels 160(A)68 and 68E. The site is located south of Black Rock Road (Route 661) approximately 1,400 feet east of Augusta Avenue (Route 340 in the Town of Grottoes) in Election District #3.

Since staff originally recommended approval of Titus G. Crawford and Doug Lowell's request and then denied it, Supervisor Floyd asked staff if Mr. Crawford turns the road over to VDOT, whether the request is now the same as originally requested and approved; and if so, would staff still approve the request. Ms. Henderson stated if Mr. Crawford is willing to comply with County and VDOT requirements, staff would recommend approval. Attorney Brown said the Board can vote to rezone the property, but no certificate of occupancy will be issued until the road is dedicated. Chairman Kyger emphasized that Mr. Crawford has to dedicate the road to be taken in by VDOT.

Since Mr. Crawford is willing to work with staff and the State to dedicate this road, on motion by Supervisor Floyd, seconded by Supervisor Ahrend and carried by a vote of 5 to 0, voting recorded as follows: AHREND - AYE; BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; KYGER - AYE; subject to the following conditions, the Board approved RZ07-07, request of Titus G. Crawford & Doug Lowell to rezone 1.0 acre from A2 (General Agricultural) to B2-C (Rural Business Service with Conditions) on a portion of tax parcel 126F (A) 121. The site is located on the south side of Spotswood Trail (Route 33) and approximately 0.25 miles east of Massanetta Springs Road (Route 687) in Election District #3.

The following conditions and proffers are made part of the rezoning application:

- (1) Property will include a florist, antique shop, gift shop and craft shops.
- (2) Special use will include an antique shop and a craft shop with outside displays.

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CLOSED MEETING.

On motion by Supervisor Cuevas, seconded by Supervisor Floyd and carried by the following vote: AHREND - AYE; BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; and KYGER - AYE; the Board recessed the meeting from 9:59 p.m. to 10:38 p.m. in accordance with State Code Pursuant to Section 2.2-3711 (A) (3) for Acquisition of Real Estate for School Facilities; Section 2.2-3711 (A) (5) for Discussion of Prospective Businesses where no Formal Announcement has been made; and Section 2.2-3711(A)(7) for Discussion of Legal Matters with the County Attorney regarding a contract with the City of Harrisonburg.

At 10:38 p.m., Chairman Kyger called the meeting back to order and the following motion was adopted:

MOTION: SUPERVISOR BREEDEN RESOLUTION NO: X07-10
SECOND: SUPERVISOR AHREND MEETING DATE: May 23, 2007

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: AHREND, BREEDEN, CUEVAS, FLOYD, KYGER
NAYS: NONE
ABSENT: NONE

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Pleasant Run Water & Sewer Line Construction

County Attorney Brown advised the Board that staff has been able to acquire all but four or five easements necessary for the construction of the Pleasant Run water & sewer line. He requested that the Board authorize a public hearing for the June 13, 2007 meeting to consider condemnation procedures should further discussions with the

landowners not result in the successful acquisition of the easement.

On motion by Supervisor Floyd, seconded by Supervisor Cuevas and carried by a vote of 5 to 0, voting recorded as follows: AHREND - AYE; BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; KYGER - AYE; the Board authorized staff to proceed with the advertisement for the June 13, 2007 meeting.

Amendment to Water Agreement with City of Harrisonburg

Mr. Paxton advised the Board that the Harrisonburg City Council approved the proposed amendment to the Harrisonburg Water Agreement approved September 14, 1995 and amended in 2006. The amendment will provide the County with the option to use City sewer lines to connect to Harrisonburg Rockingham Regional Sewer Authority interceptor lines. The agreement has the same trigger points on capacity as the water agreement, and the County has agreed to pay the City at its normal sewer rate less the HRRSA charge, which represents the City's cost for treatment. In addition, the County agrees that the City's connection/availability fee will be charged for each connection to the system. The amendment provides for the City to purchase transport line access from the County under the same reciprocal provisions.

On motion by Supervisor Cuevas, seconded by Supervisor Floyd and carried by a vote of 5 to 0, voting recorded as follows: AHREND - AYE; BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; KYGER - AYE; the Board approved the following Amendment to the Water Agreement with the City of Harrisonburg dated May 22, 2007:

AMENDMENT TO HARRISONBURG WATER AGREEMENT

THIS AGREEMENT AMENDMENT is made and entered into this _____ day of _____, 2007 between the City of Harrisonburg, a municipal corporation of the Commonwealth of Virginia (the "City") and the County of Rockingham, a political subdivision of the Commonwealth of Virginia (the "County").

WHEREAS, the City and the County previously entered into an contract dated September 14, 1995, to provide for the furnishing of water between the City and the County and for sewer services by the City to the County; and

WHEREAS, said prior contract has been previously amended in 2006 and now the City and the County wish to further amend said agreement and it related to providing sewer services between the City and the County;

NOW, THEREFORE, it is agreed as follows:

1. Section 2.1 Sewer To Be Provided by the City / Sewer To Be Provided by the County. Exclusive of the provisions of Section 2, in the event that a County customer provided water pursuant to this Agreement also requests sewer service, and such service cannot be readily provided by a reasonably accessible sewer facility of Rockingham County or the Harrisonburg-Rockingham Regional Sewer Authority (HRSSA), Rockingham County may apply to the City of

Harrisonburg for such sewer service. Rockingham County shall make application and submit appropriate engineering data to the City of Harrisonburg Director of Public Utilities. The City of Harrisonburg Director of Public Utilities shall consider whether the City's infrastructure can accommodate the request. Such provision of sewer service to County customers shall initially not exceed 500,000 gallons per day in any area of the County to which the City is able to provide sewer service. At such time as the amount of sewage accepted by the City exceeds an average of 70% of the 500,000 gallons per day average during any three consecutive month period, the County may request that such allocation be increased by 100,000 per day. The City will not unreasonably deny such request.

The rate to be paid by the County to the City for said sewer service will be the usual City rates as approved by the City Council and charged to City customers less the HRRSA portion of the total city sewer rate. All usage by the County for said sewer service shall be charged to the County's allocation at the HRRSA. The City's connection / availability fees as approved by the City Council and charged to City customers will be charged to the County for each customer provided service under the terms of this amendment to help the City recover any capital costs associated with the provision of service.

At the City's request, the County shall provide from the County's sewer system capacity up to an amount equal to the average amount per day purchased by the County. The County Director of Public Works shall consider whether the County's infrastructure can accommodate the request and the County will not unreasonably deny such request. The rate to be charged by the City to the County for said sewer service will be the usual County rate as approved by the Board of Supervisors and charged to County customers less the HRRSA portion of the total County sewer rate. All usage for said sewer service shall be charged to the City's allocation at HRRSA. The County's connection / availability fees as approved by the Board of Supervisors and charged to County customers will be charged to the City for each customer provided service under the terms of this amendment to help the County recover any capital costs associated with the provision of service.

ALL provisions of the previous contract and any amendments not changed or amended by this amendment shall remain in full force and effect.

CITY OF HARRISONBURG

By: _____
Mayor

ATTEST:

Clerk of Council

COUNTY OF ROCKINGHAM

By: _____
Chairman

ATTEST:

County Administrator

Option for the Purchase of Property for School Purposes

Mr. Paxton advised the Board that Scenic L. Farms, Inc. has agreed to sell to the County 55 acres +/- for the purpose of constructing a high school and elementary school complex. The property is located along Rockingham Pike just west of the town limits of Elkton. The County has previously received approval from the Town for water and sewer service to the property. In addition, the County has discussed with the Virginia Department of Transportation the need for improvements to Rockingham Pike and Spotswood Trail as a result of this project. The option calls for the County to pay \$27,500 per acre for the property and the option price is \$100,000, which will be deducted from the final price at closing.

Mr. Paxton noted that discussions are continuing to acquire some additional land for this purpose. He noted that the County should proceed with a Request for Proposal for Engineering Services to acquire a firm to design the road improvements for the project.

On motion by Supervisor Breeden, seconded by Supervisor Cuevas and carried by a vote of 5 to 0, voting recorded as follows: AHREND - AYE; BREEDEN - AYE; CUEVAS - AYE; FLOYD - AYE; KYGER - AYE; the Board approved the following option for purchase and authorized staff to proceed with the RFP for engineering services:

REAL ESTATE OPTION AGREEMENT

THIS REAL ESTATE OPTION AGREEMENT is made as of May __, 2007, between Scenic L Farms, Inc., a Virginia corporation ("Seller") and Rockingham County, Virginia, a political subdivision of the Commonwealth of Virginia ("Buyer").

RECITALS:

A. Seller is the Owner in fee simple absolute of the following real property, together with all improvements thereon and all rights and appurtenances thereunto pertaining, all of which is hereinafter referred to as "the Property": Approximately fifty-five (55) acres, more or less, being a portion of

Rockingham County Tax Map Parcel 130-A-63A, as generally shown on Exhibit A.

B. Buyer desires to enter into an Option Agreement for the purchase of the Property.

NOW, THEREFORE, consideration of the mutual covenants and agreements contained herein, the parties covenant and agree as follows:

1. In consideration of the sum of one hundred thousand Dollars (\$100,000) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged by the Seller, the Seller grants to Buyer the sole and exclusive option to purchase the Property for a purchase price of \$27,500 per acre, as determined by final survey to be obtained by Buyer at its expense. The one hundred thousand dollar (\$100,000) option payment shall be applied to the Purchase Price at closing.

2. The exercise of the option to purchase the Property shall be made by Buyer delivering written notice of the exercise of the Option to Seller no later than 5:00 p.m. on the 20th day of July, 2007, at such place as Seller may designate herein for the delivery of notices. The written notice shall be deemed to have been delivered to Seller upon delivery of the written notice to Seller's address set forth herein by either certified mail, return receipt requested, or by overnight mail service. If Buyer does not exercise this Option Agreement by the aforesaid date, this Option Agreement shall be consider null, void and of no effect, unless the parties otherwise agree to a later date in writing.

3. In the event the Buyer exercises this Option, the following provisions shall govern the settlement:

a. Conditions To Closing.

(1) Title and Survey Matters. At Buyer's option and expense, Buyer may have a title examination of the Property completed within ten (10) days of the date of this Agreement, and Buyer shall have a new survey of the Property completed, which shall be used in the final calculation of the Purchase Price. If the title examination or survey determines that title to the Property is unmarketable or identifies matters which in the reasonable opinion of Buyer adversely affect Buyer's intended use of the Property, then Buyer may deliver notice of objection to Seller within fifteen (15) days of the date of this Agreement in the case of a title examination objection and forty (40) days in the case of a survey-related objection. If Seller is unable or unwilling to cure any such

objection by July 15, 2007, then Seller shall notify Buyer in writing and Buyer shall elect within five (5) days of receipt of Seller's notice to either waive the uncured objection and proceed to Closing, or terminate this Agreement and receive a refund of the Option Payment. Seller shall not create or expand any easements, leases or other title matters affecting the Property prior to Closing. Seller shall retain an access easement on the northwestern side of the Property, twenty (20) feet in width, in order to provide an access to tax map parcel 130-A-54A, which parcel Seller is retaining, to the new access road to be constructed by Buyer. The exact location of such easement shall be mutually agreed to by the parties.

(2) Subdivision Matters. Prior to closing, representatives of Buyer shall prepare and file any necessary applications for subdivision approval by Rockingham County for the division of tax map parcels 130-A-63A. Such application shall be signed by a representative of Seller to evidence Seller's consent thereto. Rockingham County shall be responsible for any subdivision application fees and for any survey costs associated with such subdivision approval.

(3) Water and Sewer. This Agreement is contingent upon the approval by and execution of an agreement between Buyer and the Town of Elkton for the extension of water and sewer lines to the Property and for the provision of water and sewer service to the Property by the Town of Elkton. The Buyer shall extend water and sewer lines serving the Property to the property line between the Property and the residual portion of Tax Map Parcel 130-A-63A retained by Seller. Seller shall have the right to connect to the sewer line at any point along the boundary that is technically feasible. Seller shall provide to Buyer the location of two stubs off of the constructed water line, such location to be provided prior to construction. The cost of the stubs will be paid by Buyer.

b. Closing Matters.

(1) Closing. The closing ("Closing") shall be held at the office of Buyer's settlement agent on or before the first business day that is ten (10) calendar days after the option exercise date unless the parties mutually agree otherwise. Time is of the essence of this Agreement, including without limitation, the Closing date.

At Closing, Buyer shall deliver to Seller the Purchase Price by cash, certified check, cashier's check or wire transfer, and Seller shall convey the Property to

Buyer by General Warranty Deed, free and clear of all liens and subject only to those exceptions identified in this Agreement and title matters to which Buyer has not timely objected or waived its objection as provided in this Agreement (the "Permitted Exceptions"). Seller shall also execute and deliver, as reasonably required by the settlement agent or Buyer: (i) an affidavit of Seller certifying that Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act of 1980, (ii) Form 1099 and if applicable, Virginia Form R-5 evidencing the Seller's taxpayer identification number, state of incorporation, and other tax reporting information, and (iii) the form of affidavit reasonably required by Buyer's title company to remove from the title policy the preprinted exceptions for mechanics' liens and unrecorded leases. At Closing, Seller shall pay grantor's recordation tax, lien release costs and deed preparation costs. Buyer shall pay all other customary charges regarding the Closing. Each party shall pay its own attorneys' fees.

(2) Prorations. All current property taxes, rents, utility charges and all other assessments and charges for the Property shall be prorated to the Closing date. Rollback taxes, if any, shall be the responsibility of the Seller. If Closing occurs before the tax rate or assessed value of the Property is fixed for the then-current year, proration shall be based on the most recent tax rate applied to the most recent assessment, as full and final apportionment.

(3) Possession. Possession of the Property shall be delivered to Buyer at Closing, subject to the Permitted Exceptions, in the same condition as in existence on the date of this Agreement, reasonable wear and tear excepted, and subject to Seller's right to remove any buildings and equipment. Seller or its agent shall have the right to remove so much of the equipment and one or more buildings at its expense and risk during a period extending up to six (6) months from the Closing, except that any equipment and buildings located on a proposed roadway or building site must be removed within thirty (30) days of written notice by Buyer. Seller will use its best efforts to eliminate any disruption to construction by Buyer. The parties agree to coordinate on a more definitive time schedule for demolition and/or removal of any buildings or equipment at such time as a construction schedule is determined by the Buyer.

Until the completion of the access road described in Section g, Seller shall be entitled to continue to use the existing roadway on the Property to access the

remaining lands of Seller and Tax Map Parcel 130(A)62 currently owned by Scenic View Farm, LLC.

c. **Representations And Warranties.** Each party's obligations under this Agreement are conditioned on the following representations and warranties of the other party being true in all material respects. The representations and warranties shall survive Closing and delivery of the deed.

(1) Of Seller. Seller represents and warrants to Buyer that, as of the date of this Agreement and as of Closing:

(a) There is no action, suit, legal proceeding or other proceeding pending or to the best knowledge of Seller, threatened against Seller or the Property in any court or before any arbitrator or other governmental body which would adversely affect the sale of the Property to Buyer, or Buyer's rights to the Property after Closing. Seller is not in default with respect to any order of any court, arbitrator or governmental body.

(b) Seller has not received notice from any governmental authority that the Property is in violation of any applicable law, ordinance, or regulation, including without limitation any environmental law or building code.

(c) Seller has no actual knowledge of any adverse environmental conditions on or under the Property and no knowledge of any hazardous substances or materials (including without limitation, PCBs or asbestos, other than noted below) or underground storage tanks located on or under the Property.

(2) Entity Representations and Warranties. If either Seller or Buyer is an entity, not an individual, then such party represents and warrants to the other party that, as of the date of this Agreement and as of Closing, such party (i) is duly organized and in good standing under the laws of the state of its formation, and (ii) is duly authorized to enter into this Agreement and to perform its obligations under this Agreement, which performance will not violate its governing documents or any other contract to which it is a party.

d. **Risk Of Loss.** Risk of loss of the Property shall remain with Seller until Closing.

e. **Default.** If a party breaches this Agreement prior to Closing, the other party may terminate this Agreement by written notice, in addition to all other remedies available at law or in equity. Upon termination of this Agreement prior to Closing by reason of a Seller default, Buyer shall be entitled

to a refund of its Option Payment in addition to Buyer's other remedies. Upon termination of this Agreement prior to Closing by reason of a Buyer default, Seller shall be entitled to retain the Option Payment in addition to Seller's other remedies. For any default of this Agreement after Closing, the non-breaching party shall be entitled to seek any remedies available at law or equity. The prevailing party in any suit or claim shall be entitled to recover, in addition to all other remedies, reasonable attorneys' fees and costs.

f. **Agency Disclosure.** The parties represent and warrant to each other that no other brokerage commission or finder's fee is payable to any party. Each party agrees to indemnify and hold the other harmless from claims for commissions or fees, other than those shown above, which arise from the acts of that party. This paragraph shall survive termination of this Agreement and shall survive Closing.

g. **Access Road Construction.** Buyer intends to build an access road meeting standards for the Virginia Department of Transportation Secondary Road System near the northeast corner of the Property as shown on Exhibit A. Upon the completion of the access road, it will be dedicated to public use and taken into the VDOT Secondary Road System. Seller may wish to use a portion of the access road to access future development on Seller's retained acreage, but the parties acknowledge that a two-lane access road will not be sufficient to access such potential future development. Therefore, the parties agree that when Buyer issues a Request for Proposal for construction of the access road it will require that bidders submit a bid to construct a two-lane divided access road as described above and also submit an alternative bid to build a four-lane divided access road meeting standards for the Virginia Department of Transportation Secondary Road System. The additional two lanes will extend approximately eight hundred (800) feet from the entrance to the Property on Rockingham Pike. Seller shall have a reasonable opportunity to review and comment on the RFP before it is issued by Buyer. Buyer shall provide Seller a copy of the successful bid on the road project within five (5) days of the awarding of the contract by the Board of Supervisors of Rockingham County. Seller shall then have ten (10) days following receipt of the successful bid to elect one of the following options:

(1) Seller may pay the Buyer within thirty (30) days the cost of the additional two lanes of the four-lane access road, in which case Buyer shall have the additional two lanes described above constructed. At the end of the

additional lanes, Buyer shall have a stub road fifty (50) feet in length constructed on to Seller's remaining property.

(2) Seller may elect to defer payment of the cost of the additional two lanes until Seller's remaining land adjoining the Property is rezoned to a zoning classification more intensive than agricultural use. Within thirty (30) days of the approval of such a rezoning by the Board of Supervisors of Rockingham County, or any other governmental entity having zoning jurisdiction over the Property, Seller shall pay the deferred amount, together with interest thereon from the date of the start of construction of the access road at a fluctuating rate equal to the average of inter bank offered rates for one-year U.S. dollar-denominated deposits in the London market ("LIBOR") as published in the Wall Street Journal. The interest rate shall be set on the last business day in December for the year in which construction begins and shall be adjusted annually on the last business day of December for each year to reflect changes in the LIBOR rate until the deferred amount is paid. If Seller chooses this option, Seller shall sign a Memorandum of Lien for its residual portion of Tax Map Parcel 130-A-63A evidencing Seller's obligation, which Memorandum of Lien shall be recorded in the Clerk's Office of the Circuit Court of Rockingham County, Virginia.

(3) Seller may elect not to participate in the road construction, in which case Buyer will construct a two-lane access road and Seller shall have no rights to access its remaining property except for the easement provided for in Section a(1), until such time as Seller or his successors in title cause the access road to be brought into compliance with the applicable VDOT standards then in effect.

h. Comprehensive Plan Review. If closing of this Agreement occurs and all obligations of Seller are fulfilled, the Board of Supervisors of Rockingham County agrees to pass a resolution urging future Boards of Supervisors to strongly consider placing the balance of Seller's adjoining land and Tax Map Parcel 130-A-54A in a designation for mixed use/residential beginning in the year 2015 in the next Comprehensive Plan annual review.

i. No Merger. The provisions contained in this Agreement shall not merge with the deed conveying the Property, but shall survey the execution and delivery of the deed.

j. Miscellaneous.

(1) Notice. Notices under this Agreement must be in writing and will be effective on the date of actual receipt by mail, hand delivery or fax, or when the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party was not notified. Either party may change its address for notice by giving notice to the other party. The parties' addresses are listed by their signatures.

(2) Entire Agreement. This Agreement represents the entire agreement of the parties as to the Property, and may be amended only in writing.

(3) Successors and Assigns. This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective successors and assigns. Neither party shall assign this Agreement to a third party without the written consent of the other party.

(4) Construction. Paragraph headings are for convenience only. Each party waives any common law or statutory rules of construction providing that this Agreement should be interpreted against the drafter, and agrees that this Agreement should be interpreted according to the fair meaning of its language. Notwithstanding the above, the parties execute a Memorandum of Option in the form set forth as Exhibit B, a copy of which is attached hereto and made a party hereof. Buyer may record the Memorandum in the Clerk's Office of the Circuit Court of Rockingham County at Buyer's expense. In the event this option is not timely exercised, or in the event that the option is terminated, Buyer shall, upon Seller's written request, promptly execute a release of any Memorandum of Option, such release to be in a recordable form.

(5) Confidentiality. Prior to Closing, neither Buyer nor Seller shall, without the prior written consent of the other party make or permit to be made any press announcements or press releases concerning the terms of the purchase of the Property or any other information concerning this Agreement or the transaction contemplated herein. Each party shall have the right to disclose information relating to the Property to its attorneys, accountants, prospective lenders and their counsel so long as they agree to be bound by the terms of this paragraph, or as necessary to effect a 1031 exchange or obtain the land use approvals referenced above.

(6) Exchanges. Each party agrees to cooperate with the other party to effectuate a like kind exchange with a third party under the IRS Tax Code 1031

as amended, including consent to assignment of this Agreement to a qualified exchange intermediary but excluding taking title to other property or other exchange activities creating material liability risks or expense for the cooperating party.

(7) This Agreement shall be interpreted and construed according to the laws of the Commonwealth of Virginia.

Addenda or Exhibits: _____

BUYER:		SELLER:	
By: _____	Its: _____	By: _____	Its: _____
Date: _____		Date: _____	
Address: _____		Address: _____	
_____		_____	
Phone/Fax: _____		Phone/Fax: _____	

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ADJOURNMENT .

By unanimous consent, the meeting was adjourned at 10:41 p.m.

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_____ ,

Chairman