

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF ROCKBRIDGE COUNTY
VIRGINIA, HELD IN THE COUNTY ADMINISTRATION BUILDING,
150 SOUTH MAIN STREET LEXINGTON, VIRGINIA,
ON MONDAY, JUNE 8, 2015, AT 5:30 P.M.

PRESENT: CHAIRMAN J.M.HIGGINS
MEMBERS: R.R.CAMPBELL, R.S.FORD, A.W.LEWIS, JR.
ABSENT: D.W.HINTY, JR.
CLERK TO BOARD: SPENCER H. SUTER
COUNTY ATTORNEY: VICKIE L. HUFFMAN
FINANCE DIRECTOR: STEVEN BOLSTER
STAFF: SAM CRICKENBERGER, BRANDON MITCHELL, ROBERT FORESMAN,
HEIDI CONNER, BRANDY WHITTEN

Called to Order

Chairman Higgins called the meeting to order.

Supervisor Campbell delivered the invocation and led in the Pledge of Allegiance.

Recognitions and Presentations

Chairman Higgins called for recognitions and presentations.

New Employee Introduction- Heidi Conner

County Administrator Spencer Suter introduced Heidi Conner, a Rockbridge County native, as the new Human Resources Manager. Mr. Suter noted that the hiring process for this position lasted approximately six (6) months. He stated that Heidi had only been working for the County for one week and that over the next 45 days she would be receiving H.R. materials and files from other departments, lifting the work load off of those who had been handling H.R. matters over the previous years. Mr. Suter also stated that Heidi was a 2001 graduate of Rockbridge County High

School; obtained an Associate's Degree from Dabney Lancaster Community College; obtained a Business Degree from Virginia Commonwealth University; and previously worked in the private sector for about 7 years in the H.R. field.

The Board of Supervisors welcomed Ms. Conner.

Citizens Comments

Chairman Higgins called for citizen comments.

Marilyn Buerkens of the Buffalo Magisterial District stated that she had come to the meeting to speak during the public hearing for the VDOT Six-Year Plan; however, on her way in, she stopped at the restroom on the main floor of the County Building and couldn't help but notice the fragrance of an air freshener in the restroom. She asked that the air fresheners be removed from the restrooms along with the wall block deodorizer beneath the sinks due to harmful chemicals used to make them, and because she didn't particularly care for the scent that they put off.

Chairman Higgins stated that the County Administrator would look into the matter.

Items to be added to the Agenda

Mr. Suter added an item to the end of the public meeting regarding a letter from Buena Vista's City Manager requesting membership in the Rockbridge Area Recreation Organization [RARO].

Approval of Minutes for May 26, 2015

Supervisor Ford moved to approve the May 26, 2015 Minutes as presented. Supervisor Campbell provided the second, and the motion carried by unanimous roll call vote by the Board Members present, with Supervisor Hinty being absent.

AYES: Ford, Campbell, Lewis, Higgins
NAYES: None
ABSENT: Hinty

County Financial Report

Finance Director Steven Bolster reviewed his monthly memorandum.

Mr. Bolster did not review the Commission of Revenues activities for the month of May. As included in the memorandum provided on BoardDocs, those items were:

1. Completed first-half Real Estate tax season.
2. Working monthly DMV report.
3. Preparing supplemental tax book for 2015 Real Estate.
4. Starting work on the 2015 Personal Property tax book.
5. Auditing business license files to ensure renewals were completed for the year.
6. Working on Building Department Certificates of Occupancy for new construction

Mr. Bolster reviewed the Treasurer's activities for the month of May, which included the following:

1. First-half Real Estate tax tickets due June 5, 2015.
2. Auditors in the office for two weeks during June examining records.
3. Will be sending delinquent Real Estate letters after the bulk of mail is received and processed for the June 5th deadline.
4. One focus during the summer is collecting delinquent Personal Property via DMV stops.
5. Debt Set-off collections continue: \$20,509.31 associated with 118 filings.

Mr. Bolster then provided a procurement and financial update, reviewing the information provided in his Memorandum. He requested approval of the County Appropriation Resolution as presented.

Supervisor Campbell moved to approve the County Appropriation as presented. Supervisor Ford provided the second, and the motion carried by unanimous roll call vote by the Board Members present, with Supervisor Hinty being absent.

AYES: Campbell, Ford, Lewis, Higgins
NAYES: None
ABSENT: Hinty

***The County Appropriation Resolution presented and adopted is found
below***

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF ROCKBRIDGE COUNTY,
VIRGINIA, HELD AT THE COUNTY ADMINISTRATIVE BUILDING,
150 SOUTH MAIN STREET, LEXINGTON, VIRGINIA,
ON MONDAY, JUNE 8, 2015 AT 5:30 P.M.

On motion by Supervisor _____, seconded by Supervisor _____, the Board, by record vote, adopted the following appropriation resolutions and payment of bills for the month as follows:

APPROPRIATION RESOLUTION

BE IT RESOLVED: By the Board of Supervisors of Rockbridge County, Virginia, that the following appropriations are, and the same hereby is made, for the period ending **June 30, 2015**, from the UNAPPROPRIATED SURPLUS of the **GENERAL FUND** and expended as follows:

4-11-21010-5402 Technology Trust Fund.....	\$5,100.00
4-11-32050-5700 4 for Life Funds-Rescue Squads.....	\$1,437.00
4-11-32060-3911 Comp Board Transfer to LX (911).....	\$41,434.00
4-11-33010-7001 Contribution-Jail Bldg Upgrade.....	\$59,362.00
4-11-34015-3002 Contracted Services.....	\$4,428.00
4-11-99010-6192 Transfer to Lined Landfill.....	\$16,444.00
Total General Fund Appropriations	\$128,205.00

Current County

11 - General Fund	\$1,281,975.48
94 - Central Stores	<u>\$3,374.71</u>

Total County Bills **\$1,285,350.19**

Current Fiscal Agent

80 - Regional Jail \$51,404.53

92 - Drug Fund \$5,198.29

Total Fiscal Agent **\$56,602.82**

TOTAL ALL BILLS **\$1,341,953.01**

Convene Solid Waste Authority (SWA):

Chairman Higgins convened the Solid Waste Authority (SWA) at 5:43 P.M.

Solid Waste Authority Bills

Mr. Bolster presented the SWA Appropriation Resolution and requested approval by the Authority as presented.

Supervisor Ford moved to approve the Solid Waste Authority Appropriation Resolution. Supervisor Campbell provided the second, and the motion carried by unanimous roll call vote by the Board Members present, with Supervisor Hinty being absent.

AYES: Ford, Campbell, Lewis, Higgins
NAYES: None
ABSENT: Hinty

The Solid Waste Authority Appropriation Resolution presented and adopted is found below

AT A REGULAR MEETING OF THE ROCKBRIDGE COUNTY SOLID WASTE AUTHORITY, HELD AT THE COUNTY ADMINISTRATIVE BUILDING, 150 SOUTH MAIN STREET, LEXINGTON, VIRGINIA, ON MONDAY, JUNE 8, 2015 AT 5:30 P. M.

On motion of Supervisor _____, with second by Supervisor _____, the Authority, by record vote, adopted the following appropriation resolution and payment of bills for the month as follows:

APPROPRIATION RESOLUTION

BE IT RESOLVED: By the Rockbridge County Solid Waste Authority, that the following appropriations are, and the same hereby is made, for the period ending **June 30, 2015**, from the UNAPPROPRIATED SURPLUS of the **SWA-LANDFILL FUND** and expended as follows:

4-19-19070-3001 Engineering Services.....	\$3,609.00
4-19-19070-7010 Construction-Office Bldg.....	\$12,835.00
Total SWA-Landfill Fund Appropriations	\$16,444.00

Current SWA

19 - SWA-Landfill	\$39,437.34
20 - SWA-Recycling	<u>\$4,879.99</u>

TOTAL SWA BILLS **\$44,317.33**

Chairman Higgins closed the Solid Waste Authority and reconvened the Board of Supervisors Meeting at 5:44 P.M.

Consideration of Petroleum Products for FYE 2016

Mr. Bolster briefly reviewed the Agenda Item: "The County advertised an Invitation for Bids on the FYE 2016 Delivery of Petroleum Products from May 6th through May 28th. Advertisement efforts included local print, the County website, and Virginia's eProcurement Portal (eVA). Seven vendors submitted bids to the County. These bids were opened and read on May 28th, beginning at 2:00 p.m. in the Rockbridge County Administration Building, 2nd floor."

The request brought forth was for the Board of Supervisors to accept the lowest responsive and responsible bidders for each bid type and adopt a resolution authorizing the County Administrator to execute the respective contract documents on behalf of the Board of Supervisors of Rockbridge County, and to take such other and further actions as may be necessary and appropriate to accomplish these transactions, which shall be approved as to form by the County Attorney.

Supervisor Campbell moved to accept the lowest responsive and responsible bidders for each bid type and adopt the resolution authorizing the County Administrator to execute the respective contract documents on behalf of the Board of Supervisors of Rockbridge County, and to take such other and further actions as may be necessary and appropriate to accomplish these transactions, which shall be approved as to form by the County Attorney. Supervisor Lewis provided the second, and the motion carried by unanimous roll call vote by the Board Members present, with Supervisor Hinty being absent.

AYES: Campbell, Lewis, Ford, Higgins
NAYES: None

ABSENT: Hinty

The Resolution presented and adopted is found below

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF ROCKBRIDGE COUNTY, VIRGINIA, HELD AT
THE ROCKBRIDGE COUNTY ADMINISTRATIVE OFFICES ON MONDAY, JUNE 8, 2015

RESOLUTION AUTHORIZING AWARD OF FUEL BIDS TO AND EXECUTION OF THE CONTRACT DOCUMENTS WITH JAMES RIVER SOLUTIONS FOR THE PURCHASE OF 87-OCTANE GASOLINE (COUNTY MAINTENANCE GARAGE, LAKE ROBERTSON, AND EFFINGER CENTRAL OFFICE), OVER-THE-ROAD DIESEL (COUNTY MAINTENANCE GARAGE, NATURAL BRIDGE ELEMENTARY SCHOOL, AND FAIRFIELD ELEMENTARY SCHOOL), AND OFF-ROAD DIESEL (LANDFILL); AND PUGH LUBRICANTS FOR THE PURCHASE OF BULK OIL, AUTOMATIC TRANSMISSION FLUID, STODDARD SOLVENT, AND ANTI-FREEZE; AND DIXIE GAS AND OIL CORPORATION FOR THE PURCHASE OF L.P. GAS (MOUNTAIN VIEW ELEMENTARY SCHOOL); AND PETROLEUM TRADERS FOR THE PURCHASE OF 87-OCTANE, ETHANOL-FREE GASOLINE (LANDFILL) FOR FISCAL YEAR 2015-16 (JULY 1, 2015 TO JUNE 30, 2016)

WHEREAS, the County has issued Invitations to Bid for the purchase of fuels for motor vehicles, buses, equipment and facilities; and,

WHEREAS, the County has received competitive sealed bids in accordance with Chapter 43, the Virginia Public Procurement Act, of Title 2.2 of the Code of Virginia (1950, as amended) and of the Rockbridge County Public Procurement Policy; and,

WHEREAS, the lowest responsive and responsible bidders for the purchases are as follows: James River Solutions for the purchase of 87-Octane gasoline (County Maintenance Garage, Lake Robertson, and Effinger Central Office), over-the-road diesel (County Maintenance Garage, Natural Bridge Elementary School, and Fairfield Elementary School), and off-road diesel (Landfill); and Pugh Lubricants for the purchase of bulk oil, automatic transmission fluid, Stoddard solvent, and anti-freeze; and Dixie Gas and Oil Corporation for the purchase of L.P. gas (Mountain View Elementary School); and Petroleum Traders for the purchase of 87-Octane, ethanol-free gasoline (Landfill); and,

WHEREAS, the award of the bids to the lowest responsive and responsible bidder and approval of the contracts have been submitted to the Rockbridge County Board of Supervisors.

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

1. That James River Solutions be and hereby is awarded the contract based on their bid (rack, transportation, profit) price of \$2.0182 for the purchase of Regular No-Lead 87-Octane Gasoline delivered to the Rockbridge County Maintenance Garage.

2. That James River Solutions be and hereby is awarded the contract based on their bid (rack, transportation, profit) price of \$2.0182 for the purchase of Regular No-Lead 87-Octane Gasoline delivered to Lake Robertson.

3. That James River Solutions be and hereby is awarded the contract based on their bid (rack, transportation, profit) price of \$2.0182 for the purchase of Regular No-Lead 87-Octane Gasoline delivered to the Effinger Central Office.

4. That James River Solutions be and hereby is awarded the contract based on their bid (rack, transportation, profit) price of \$2.0300 for the purchase of over-the-road Diesel delivered to the Rockbridge County Maintenance Garage.

5. That James River Solutions be and hereby is awarded the contract based on their bid (rack, transportation, profit) price of \$2.0470 for the purchase of over-the-road Diesel delivered to Natural Bridge Elementary School and Fairfield Elementary School.

6. That James River Solutions be and hereby is awarded the contract based on their bid (rack, transportation, profit) price of \$2.0890 for the purchase of off-road Diesel delivered to the Rockbridge County Landfill.

7. That Pugh Lubricants be and hereby is awarded the contract based on their bid price of \$5.25 for the purchase of 5W-20 oil; \$5.25 for the purchase of 5W-30 oil; \$5.25 for the purchase of 10W-30 oil; \$6.41 for the purchase of 15W-40 oil; \$4.50 for the purchase of AW-30 hydraulic oil; \$5.45 for the purchase of automatic transmission fluid; \$8.99 for the purchase of Stoddard solvent; \$5.45 for the purchase of anti-freeze delivered to the Rockbridge County Maintenance Garage.

8. That Dixie Gas and Oil Corporation be and hereby is awarded the contract based on their bid price of \$0.5975 for the purchase of L.P. gas delivered to Mountain View Elementary School.

9. That Petroleum Traders be and hereby is awarded the contract based on their bid price of \$2.6530 for the purchase of 87-Octane, ethanol-free gasoline delivered to the Rockbridge County Landfill.

10. That the delivery of these competitively procured products shall be for fiscal year 2015-16 (July 1, 2015 to June 30, 2016).

11. That upon receipt of the completed Contract Documents from each of the lowest responsive and responsible bidders specified herein, and compliance with all remaining requirements therefore, the County Administrator is hereby authorized to execute the respective contract documents on behalf of the Board of Supervisors of Rockbridge County, and to take such other and further actions as may be necessary and appropriate to accomplish these transactions, which shall be approved as to form by the County Attorney.

12. That this Resolution shall be effective upon the date of its adoption.

Adopted this 8th day of June, 2015.

Consideration of General Reassessment Proposal Rankings

Mr. Bolster briefly reviewed the Agenda Item: "On April 13, 2015, the Board of Supervisors authorized the issuance of a Request for Proposal (RFP) to procure the services of a qualified firm to provide all labor, equipment, materials, and insurance to complete the General Reassessment of Real Property in Rockbridge County. The County advertised RFP #2015-04-001 from April 15, 2015 through May 15, 2015. Advertisement efforts included local print, the County website, and the Virginia eProcurement Portal (eVA). Three firms submitted proposals by 2:00 PM EST on Friday, May 15, 2015 in accordance with the RFP specifications. The evaluation committee members (Ford, Suter, Bolster, and D. Whitesell) completed a preliminary ranking for each proposal. In addition, the evaluation committee conducted interviews with each of the proposing firms on Monday, June 1, 2015. The evaluation committee then completed a final ranking. The

chart below reflects the final ranking resulting from the evaluation process:"

FIRM	SCORE	RANKING
Wingate Appraisal Service	94.20	1
Wampler-Eanes	89.75	2
Pearson	87.60	3

The recommendation brought forth was for the Board to authorize the County Administrator to enter into negotiations based on the final ranking of received proposals and, if negotiations are successful, return to the Board with a contract for consideration of approval.

Supervisor Ford moved to authorize the County Administrator to enter into negotiations based on the final ranking of received proposals and, if negotiations are successful, return to the Board with a contract for consideration of approval, and also to reserve the right for staff and the evaluation committee to participate in the negotiations. Supervisor Lewis provided the second, and the motion carried by unanimous roll call vote by the Board Members present, with Supervisor Hinty being absent.

AYES: Ford, Lewis, Campbell, Higgins
NAYES: None
ABSENT: Hinty

Consideration of LEMPG Grant Fund Expenditures

Fire and EMS Director Brandon Mitchell briefly reviewed the Agenda Item: "The Federal Emergency Management Agency through the

Department of Homeland Security has allocated \$350,100,000 for the 2015 Local Emergency Management Performance Grant. The Commonwealth of Virginia will be receiving \$8,042,123. The purpose of the Emergency Management Performance Grant (EMPG) Program is to provide Federal funds to states to assist state, local, territorial, and tribal governments in preparing for all hazards. The EMPG Program supports a comprehensive, all-hazard emergency preparedness system by building and sustaining the core capabilities contained in the Goal."

Examples of EMPG funded activities include:

- Initiating or achieving an all-of-Nation/ whole community approach to security and emergency management;
- Strengthening a state or community's emergency management program;
- Updating emergency plans;
- Completing the State Preparedness Reports (SPR), including the Threat and Hazard Identification and Risk Assessment (THIRA) process;
- Designing and conducting exercises that engage an all-of-Nation/whole community of stakeholders and validate core capabilities; and
- Conducting training

The FY 2015 EMPG Program supports investments that improve the ability of jurisdictions nationwide to:

- Prevent a threatened or an actual act of terrorism;
- Protect our citizens, residents, visitors, and assets against the greatest threats and hazards;

- Mitigate the loss of life and property by lessening the impact of future disasters;
- Respond quickly to save lives, protect property and the environment, and meet basic human needs in the aftermath of a catastrophic incident; and/or
- Recover through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of communities affected by a catastrophic incident.

History of Funding

\$8,043,945 was allocated to the State of Virginia for FY14.

Eligibility Details

This grant is available to Cities, Counties, and those Towns recognized as emergency management jurisdictions under Title 44 of the Code of Virginia.

2015 Award Details

\$8,042,123 is anticipated to be allocated to Virginia for FY15. The period of performance for this program is 24 months. The amount allocated for the County is \$7,500.00. Cost sharing/matching of 100% is required which may be in kind and has been budgeted in the Emergency Management account 11-32080-3003.

Additional Requirements

This request complies with extant procurement policies of the County of Rockbridge, Virginia.

Requested Items

"Please find the attached document detailing the requested equipment, initial costs, ongoing costs, and justification"

The request brought forth was for the Board of Supervisors to approve the expenditures as submitted by staff.

Supervisor Lewis moved to approve the expenditures as submitted, which were already budgeted. Supervisor Campbell provided the second, and the motion carried by unanimous roll call vote by the Board Members present, with Supervisor Hinty being absent.

AYES: Lewis, Campbell, Ford, Higgins
NAYES: None
ABSENT: Hinty

Consideration of Radio System Financing Agreement

Mr. Suter briefly reviewed the Agenda Item: "As you are aware via the staff report delivered to the Board at its regular April 13, 2015 meeting, the radio system project with Harris Communications has taken longer than expected to get underway; however, based on the fact that Harris has now granted coverage guarantee assurances, the project is moving ahead. At

the April 13, meeting, the Board authorized staff to finalize the financing agreement with PNC Bank.

"As a recap, you may recall that the Board previously adopted a resolution on March 24, 2014, which described the project and applicable relationships/responsibilities of the three partner localities (Rockbridge County, the City of Lexington, and the City of Buena Vista), authorized the Chairman of the Board of Supervisors to enter into agreements with the Cities, and authorized staff to negotiate a financing agreement.

Subsequently, the Chairman executed the agreements with the Cities - dated March 25th, 2014. A copy is attached. Staff however, could not finalize an agreement with the lending institution until notice to proceed was given to Harris. Since the April notice to proceed, we have been working with PNC bank and the Botkin-Rose law firm to provide all documentation necessary for closing. Meanwhile, Harris has been moving ahead with initial stages of the project and we have already received the first invoice. Thus, it is important that we go ahead and secure the financing."

The recommendation brought forth was for the Board to approve the resolution authorizing the borrowing.

Supervisor Lewis moved to approve the resolution authorizing the borrowing. Supervisor Ford provided the second, and the motion carried by unanimous roll call vote by the Board Members present, with Supervisor Hinty being absent.

AYES: Lewis, Ford, Campbell, Higgins
NAYES: None
ABSENT: Hinty

The Resolution presented and adopted is found below

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF ROCKBRIDGE COUNTY, VIRGINIA, HELD AT THE ROCKBRIDGE COUNTY ADMINISTRATIVE OFFICES ON MONDAY, JUNE 8, 2015

RESOLUTION TO APPROVE AND AUTHORIZE A LEASE-PURCHASE AGREEMENT, SERIES 2015 WITH PNC EQUIPMENT FINANCE, LLC, AS LESSOR, FOR INFRASTRUCTURE COSTS ASSOCIATED WITH A RADIO SYSTEM UPGRADE

WHEREAS, the CITY OF BUENA VISTA (“Buena Vista”), the CITY OF LEXINGTON (“Lexington”), and the COUNTY OF ROCKBRIDGE (“Rockbridge”), herein collectively referred to as the “Jurisdictions”, established the Rockbridge Regional Public Safety Communications Center (the “Center”) by Agreement dated July 1, 1997 (the “1997 Agreement”), to be operated by an independent regional board, for consolidated dispatch of emergency services in the region; and

WHEREAS, in order to further consolidate law enforcement, fire, rescue and other emergency services into the Center, the Jurisdictions entered into the Rockbridge Regional Central Dispatch Agreement with an effective date of May 1, 2013 (the “2013 Agreement”), which amended and superseded the 1997 Agreement, to further consolidate law enforcement, fire, rescue and other emergency services into the Center; and,

WHEREAS, the Center issued a Request for Proposals (“RFP”) on December 28, 2012, for a radio communications system and services as set forth therein; and,

WHEREAS, Harris Corporation, a Delaware corporation, acting through its RF Communications Division (“Harris Communications”) delivered a proposal to provide the radio communication system and services requested by the Center in the RFP; and,

WHEREAS, the Center issued a Request for Best and Final Offer (“BAFO”), dated August 29, 2013, and Harris Communications submitted its BAFO, dated September 13, 2013; and,

WHEREAS, the Center selected the Harris Communications’ proposal and BAFO as the top ranked proposal, and upon approval from the Jurisdictions, the Center negotiated and entered into contracts with Harris Corporation to provide the equipment and facilities, and the related construction and installations, for the radio system upgrade as provided in the System Purchase Agreement dated March 25, 2014, for the system infrastructure, and the Subscriber Agreement dated March 25, 2014, for the system radios, (collectively, the “Radio System Upgrade”) and, the System Maintenance Agreement dated March 25, 2014, for maintenance of the radio system; and,

WHEREAS, because Rockbridge will be responsible for the majority of the costs associated with the Radio System Upgrade, Rockbridge expressed its willingness to lease-purchase finance the equipment, facilities, construction and installations for the Radio System Upgrade, as provided in the System Purchase Agreement (the "Installation Project"), and for the purchase and installation of the radios for the end-users of the system for the Radio System Upgrade, as provided in the Subscriber Agreement (the "Terminal Hardware Project"); and

WHEREAS, the Center and other Jurisdictions reached a Supplemental Agreement for the Radio System Upgrade dated March 25, 2014 ("Supplemental Agreement"), to, amongst other things, supplement the provisions of Section 4(c) of the 2013 Agreement by providing for the payment arrangements of the proportionate shares of the Radio System Upgrade by the Jurisdictions, including payment to Rockbridge of the payments due under lease-purchase financing agreements; and

WHEREAS, as contemplated by the Jurisdictions and the Center under the Supplemental Agreement, the Center, with consent of Harris Communications, shall transfer and assign to Rockbridge its interests in the System Purchase Agreement, the Subscriber Agreement, and the System Maintenance Agreement (all as may be amended from time to time, if at all, the "Agreements"), in order to facilitate the lease purchase financing for the Radio System Upgrade by Rockbridge, as described herein, and provide for the ownership of all such lease-purchased assets (the "Financed Assets") by Rockbridge; and

WHEREAS, notwithstanding such transfer and assignment of the Agreements by the Center to Rockbridge for such financing purposes, Harris Communications shall continue to work cooperatively and directly with the Center in order for the Center to accomplish the Radio System Upgrade and fulfill the purposes of the System Maintenance Agreement, all as contemplated under the 2013 Agreement, as amended and supplemented by the Supplemental Agreement; and

WHEREAS, ownership of all Financed Assets in connection with the Radio System Upgrade shall remain with Rockbridge until maturity or other prepayment or early termination of the lease-purchase agreement(s) between Rockbridge, as lessee, and the financing lessor, when, at such maturity or other prepayment or early termination, the ownership of all Financed Assets will be transferred and assigned by Rockbridge to the Center for its purposes, as contemplated under the 2013 Agreement, as amended and supplemented by the Supplemental Agreement; and

WHEREAS, upon commencement of the lease purchase financing(s) for the Radio System Upgrade, therefore, Rockbridge shall lease to the Center all such Financed Assets in order for the Center to carry out the intent and purpose of the 2013 Agreement, as amended and supplemented by the Supplemental Agreement, including the accomplishment of the Installation Project and the Terminal Hardware Project in connection with various tower lease arrangements entered into (and to be entered into) by the Center.

WHEREAS, pursuant to the 2013 Agreement, as amended and supplemented by the Supplemental Agreement, the Center will provide comprehensive project management of the Radio System Upgrade until official system acceptance, at which time the Radio System Upgrade will be considered complete, and further, the Center will be responsible for ongoing maintenance and repairs of the radio system, and the costs therefor, including but not limited to the costs under the ten-year System Maintenance Agreement, and any site rentals and utility costs shall be funded as operating expenses of the Center under Paragraph 1 of Section 4(c) of the 2013 Agreement; and

WHEREAS, Rockbridge has been advised that PNC Equipment Finance, LLC and its successors and assigns (“Lessor”) is willing to assist Rockbridge and provide tax-exempt lease purchase financing to Rockbridge in the maximum aggregate principal amount of \$7,948,864 in order for Rockbridge to lease-purchase finance the Installation Project and Terminal Hardware Project, as described in this Resolution, pursuant to the terms and conditions set forth in Lessor’s April 9, 2014 proposal, as may be amended from time to time (the “Bank Proposal”); and

WHEREAS, Rockbridge has determined to currently undertake the lease-purchase financing of the Infrastructure Project, with the intention of undertaking a lease purchase-financing of the Terminal Hardware Project in Calendar Year 2016, with such lease-purchase financing for the Terminal Hardware Project expected to be lease-purchase financed under the terms and conditions of a separate, or amended bank proposal; and

WHEREAS, the lease-purchase financing arrangements for the Infrastructure Project will be reflected in an Master Equipment Lease-Purchase Agreement, with appropriate schedules, respectively, for the tax-exempt, “bank-qualified” portion of the lease-financing and the taxable portion of the lease-purchase Infrastructure Project (as set forth hereafter), and together with other documents in connection therewith (collectively, the “Lease”); and

WHEREAS, pursuant to the Lease, Lessor will pay the costs of the Infrastructure Project to be owned by Rockbridge in order for Rockbridge to lease the Infrastructure Project to Lessor, and simultaneously, Lessor will lease-back the Infrastructure Project to Rockbridge, and further, Rockbridge shall lease such Financed Assets to the Center for the purposes described above; and

WHEREAS, Rockbridge reasonably expects the Infrastructure Project to continue to be essential to the functions of Rockbridge, the Center, and the purposes of the 2013 Agreement, as amended and supplemented by the Supplemental Agreement, for a period of not less than the term of the Lease; and

WHEREAS, Rockbridge, or the Center, has taken (or will take, as the case may be) the necessary steps under the Virginia Public Procurement Act, Chapter 43, title 2.2 of the Code of Virginia, 1950, as amended, to arrange for the acquisition of the Infrastructure Project; and

WHEREAS, the principal proceeds made available under the Lease will be deposited on the closing date in interest-bearing accounts (in order to respect the nature of the tax-exempt, “bank-qualified” proceeds and the taxable proceeds of the Lease, respectively) to be held by Lessor or such other financial institution as may selected by Lessor and approved by Rockbridge, as Escrow Agent, pursuant to the terms of an Escrow Agreement (or multiple escrow agreements, as the case may be) between Lessor, Rockbridge, and the Escrow Agent (the “Escrow Agreement”) dated on or around the date of the Lease, and such proceeds, including interest earnings thereon, will be applied by Rockbridge to pay the costs of the Infrastructure Project, as allocated with respect to the tax-exempt, “bank-qualified” and taxable proceeds, all in accordance with the terms of the Escrow Agreement, among other things; and

WHEREAS, all amounts payable by Rockbridge under the Lease are subject to sufficient appropriations therefor from the Board of Supervisors of Rockbridge County, Virginia (the “Board”), upon due request of the County Administrator or other officer of Rockbridge charged with the responsibility of preparing Rockbridge’s budget for each fiscal year, and Rockbridge is under no obligation to make any appropriation with respect to the Lease; and

WHEREAS, the Lease shall not constitute a general obligation of Rockbridge, or a pledge of the full faith and credit of Rockbridge, or a charge against the general credit or taxing power of Rockbridge, and any amounts payable by Rockbridge under the Lease shall not constitute a debt of Rockbridge within the meaning of any constitutional or statutory limitation under Virginia law.

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

1. Essential Governmental Purpose of Project. Rockbridge hereby finds and determines that the Infrastructure Project and the terms and conditions of the Lease, including the payment of rental payments to Lessor in connection with such lease-purchase arrangements, are in the best interests of Rockbridge for the acquisition and long-term financing of the Infrastructure Project, and are in furtherance of the essential governmental purposes of Rockbridge.

2. Approval of Assignment and Financing Lease, and Arrangements thereunder. Rockbridge hereby approves and authorizes the acceptance of an assignment from the Center to Rockbridge of the Center’s interests in any of the following: the System Purchase Agreement, the Subscriber Agreement, and/or the System Maintenance Agreement, if determined to be necessary by legal counsel (all as may be amended from time to time, if at all, the “Agreements”), and provide for the ownership of the “Financed Assets” by Rockbridge in order to facilitate the lease-purchase financing for the Radio System Upgrade by Rockbridge, as described herein. Further, Rockbridge approves and authorizes the simultaneous lease of the Financed Assets to the Center for the purposes described above.

3. Approval of Lease and Arrangements thereunder; Forms and Details thereof. The substantially final terms and provisions of the Lease as described at this meeting are hereby accepted and approved, including the payment of all or any portion of the issuance costs and other costs relating to the Lease, filing fees (if any), and any other amounts required under the Lease. The provisions of the Lease are hereby incorporated in this Resolution as if fully stated in the text hereof. As required by Lessor, Rockbridge and/or the Center shall be responsible for all costs of operation, maintenance, insurance and taxes with respect to the Lease.

(a) Principal Components of Lease: The aggregate principal component of rental payments under the Lease shall not exceed **\$5,228,864**, representing \$4,931,097 principal amount of lease-purchase financing on a tax-exempt, "bank-qualified" basis, and \$297,767 principal amount of lease-purchase financing on a taxable basis.

(b) Interest Components of Lease: The interest components of rental payments under the Lease shall be fixed at 2.85% per annum for the tax-exempt, "bank-qualified" lease-purchase financing, and shall be fixed at 3.975% per annum for the taxable lease-purchase financing.

(c) Terms of Lease: Prepayment: For the Lease, Rockbridge shall pay fifteen (15) annual payments of rental on each of the tax-exempt, "bank-qualified" portions of the Lease during the term thereof, with all such rental payments thereunder being due and payable by Rockbridge within fifteen (15) years of the Closing Date.

The Lease shall not be subject to prepayment by Rockbridge during the first three (3) years of the term thereof. However, on the date that shall be four (4) years after the Closing Date, Rockbridge shall have the option to purchase all, but not less than all, of the Financed Assets by paying to Lessor all rental payments then due on such rental payment due date, plus the outstanding principal balance of the Lease and the following prepayment charges (expressed as percentages of the remaining principal installments to be prepaid) in accordance with the schedule set forth below:

<u>Dates</u>	<u>Prepayment Charge</u>
Year 4 of the Lease through Year 8	103%
Year 9 of the Lease through Year 12	102
Year 13 and thereafter	100

(d) Registration of Lease: Appointment of Registrar thereof. The Lease shall be fully registered. The Director of Fiscal Services is hereby appointed as Registrar of the Lease, as required under Section 149 of the Internal Revenue Code of 1986, as amended (the "IRC").

4. Execution, Delivery and Performance of Lease, Escrow Agreement, Other Documents. The Lease, the Escrow Agreement(s), and other legal documentation required by Lessor in connection therewith (collectively, the "Lease Documents"), are hereby approved in substantially the forms presented or described at this meeting, and the execution, delivery, and performance thereof are hereby authorized. The Chairman and Vice Chairman of the Board of Supervisors of Rockbridge, and the County Administrator and the Director of Fiscal Services, any one or more of whom may act, are each hereby appointed as Authorized Representatives under the Lease, and, further, are each authorized and directed to execute, acknowledge, and deliver the Lease Documents and other documentation as may be advised by legal counsel, together with any changes, insertions and omissions therein as may be approved by any one or more of such individuals who shall execute the Lease Documents, such approval to be conclusively evidenced by such execution and delivery thereof. The Clerk of the Board of Supervisors of Rockbridge County (or any Assistant Clerk) is authorized and directed, if required, to affix or to cause to be affixed the seal of Rockbridge to the Lease and any other documentation in connection with the Lease, and to attest such seal. Each officer or agent of Rockbridge is further authorized and directed to execute and deliver on behalf of Rockbridge all such additional instruments, documents or certificates, and to do and perform such things and acts, as they shall deem necessary or appropriate to carry out the transactions authorized herein or contemplated by the Lease, including, but not limited to all such instruments and performance of acts as may be required pursuant to the provisions of the IRC and Treasury Regulations thereunder and the laws of the Commonwealth of Virginia. All of the foregoing acts previously performed by such officers or agents of Rockbridge are in all respects approved, ratified and confirmed.

5. Tax Compliance Matters. Rockbridge hereby represents and covenants that the Infrastructure Project, and all proceeds thereof including investment earnings thereon, shall be used for the essential governmental purposes of the Rockbridge throughout the entire term of the Lease. To that end, to the extent that the principal amount of the Lease, together with any interest earnings on such proceeds thereof, shall exceed the actual cost of the Infrastructure Project, it is to be understood that Rockbridge hereby authorizes that any such additional amounts available under the Lease, if any, shall be expended by Rockbridge for capital projects for essential governmental purposes of Rockbridge (or the Center), or as otherwise may be required under the IRC, including the optional prepayment of all or any portion of the outstanding principal amount of the Lease.

Notwithstanding anything, with regard to the tax-exempt, "bank-qualified" portion of the Lease, Rockbridge shall comply with the provisions of the IRC, including the provisions of Section 148 of the IRC and applicable regulations relating to "arbitrage bonds" within the meaning of the IRC. Rockbridge further covenants that (i) the tax-exempt proceeds from the issuance and delivery of the Lease (including investment earnings thereon), all as described under the IRC, will be expended as set forth in the Lease Documents, (ii) Rockbridge shall comply with the covenants and representations contained in the Lease and otherwise contemplated thereunder, and further, the provisions of the Post-Issuance Tax Compliance Procedures adopted by Rockbridge on February 27, 2012 (as may be amended or supplemented from time to time), and (iii) Rockbridge shall comply with the provisions of the IRC so that the interest

component of the rental being paid by Rockbridge to Lessor will remain excludible from gross income for Federal income tax purposes.

6. “Bank-Qualified” Designation Matters. Rockbridge hereby designates the portion of the Lease subject to the Final Tax-Exempt Rate as a qualified tax-exempt, “bank qualified” obligation pursuant to the terms and provisions of Section 265(b)(3) of the IRC eligible for the exception from the disallowance of the deduction of interest by financial institutions allocable to the cost of carrying tax-exempt obligations in accordance therewith. In such regard, it is to be understood that the principal amount of the Lease will be taken into account in determining the status of Rockbridge as a qualified small issuer for the calendar year 2015 pursuant to Section 265(b)(3) of the IRC. Rockbridge does not reasonably anticipate having more than \$10,000,000 in qualified tax-exempt obligations during calendar year 2015 representing new money transactions, and will not designate more than \$10,000,000 of such qualified tax-exempt obligations pursuant to such Section 265(b)(3).

7. Financial Statements: Record-Keeping Duties. During the term of the Lease, Rockbridge will provide Lessor with current financial statements, budgets, proof of appropriation for the ensuing fiscal year, and such other financial information relating to the ability of Rockbridge to continue the Lease as may be requested by Lessor.

Rockbridge agrees to maintain and/or retain the records and documents in connection with the Lease, and agrees to cause the Center to maintain and/or retain the records and documents in connection with the Financed Assets, including documentation to evidence the use of proceeds of the Lease, in a manner that shall ensure their complete access to the Internal Revenue Service, until the third anniversary of the later of the final maturity of the Lease or any other applicable provision of the IRC or any Treasury Regulations thereunder.

8. Nature of Obligation. It is to be understood that the Lease represents a rental arrangement between Rockbridge and Lessor. Nothing in this Resolution or the Lease or any of the Lease Documents shall constitute a general obligation debt of Rockbridge, and the Board shall not be obligated to make any payments under this Resolution or the Lease except from monies appropriated by the Board of Supervisors of Rockbridge for such purposes, from time to time.

9. Effective Date. This Resolution shall be effective upon its adoption.

Adopted this 8th day of June, 2015.

Public Hearings 6:00 P.M.

VDOT Secondary Six Year Plan

Mr. Suter introduced Susan Hammond and Mike Branscom of VDOT. He noted that the Six Year Plan presented was the same as presented at the May 26th meeting and could be adopted at this meeting, should the Board be satisfied and have no changes; or adoption could be delayed until the June 22nd meeting should there be any changes.

Ms. Hammond reviewed each of the projects listed in the Six Year Plan. While reviewing, she noted that the Country Club Road project had been deleted due to the amount of additional funding that it would require to complete the project. Ms. Hammond further noted that the drainage study showed no substantial benefit, while the project as planned would only handle a two year flood event. Finally, since the initial planning for this project, a secondary entrance to the Country Club area has been opened onto Ross Road.

Chairman Higgins opened the public hearing at 6:18 P.M.

Marilyn Buerkens of the Natural Bridge Magisterial District stated that a long time ago, she had asked VDOT for a traffic study on Plank Road and it did not get done. She then shared that, although Plank Road does not qualify as a Rural Rustic Road, she feels that it should qualify as such because of its historic significance. She then expressed her

dissatisfaction with the way VDOT workers maintain the landscaping, particularly around the bridge near her home on Plank Road, noting that much foliage is destroyed during mowing and trimming operations. Ms. Buerkens also shared her dissatisfaction with the type of seeding being used throughout the County and requested the VDOT use pollinator-friendly seed mixes. She noted that VDOT currently uses genetically modified seeds.

Chairman Higgins closed the public hearing at 6:28 P.M.

Chairman Higgins then stated that he had received several calls from citizens regarding Jacob's Ladder, a road on which several accidents had occurred, and asked that VDOT try to use "safety money" to assist with improving the dangerous curve causing the accidents.

Supervisor Ford asked that VDOT more accurately specify the location of their projects, using road names in addition to road numbers, noting that many independently-named roads have the same number designation. He noted that this has caused significant confusion among residents who have seen "their" road number listed on the 6 year plan, only to find out later that the improvement was slated for a different section of roadway. He then commended VDOT for the job done on the grading and ditching on Bird Forest Road, noting that such maintenance could be avoided in future by paving the improved roadway now.

Supervisor Lewis moved to adopt VDOT's Six Year Plan as presented. Supervisor Campbell provided the second, and the motion carried by unanimous roll call vote by the Board Members present, with Supervisor Hinty being absent.

AYES: Lewis, Campbell, Ford, Higgins
NAYES: None
ABSENT: Hinty

***The VDOT Six Year Plan presented and adopted can be found in the Office
of the Clerk to the Board***

Vacating Portions of 19th Street and 20 ft. Alley

Director of Community Development Sam Crickenberger briefly reviewed the Agenda Item:" Alvin Sensabaugh and Anita M. Woolfrey, owners of even numbered Lots 2 - 18 in Block 59, Map of Glasgow (Deed Book 58, pages 1 and 2), have submitted a Petition to the Board for vacation of unopened, unused and unimproved portions of 19th Street and the 20 foot Alley adjacent to their property. A copy of the 'Plat Showing Boundary Survey of Property Deeded to Alvin Sensabaugh and Anita M. Woolfrey in Instrument 150000294' is attached for reference. Vacation of a portion of a plat requires adoption of an Ordinance following a public hearing under §15.2-2272 of the Code of Virginia."

Mr. Crickenberger then introduced Alvin Sensabaugh who spoke briefly about how the vacation would benefit his project.

Chairman Higgins opened the public hearing at 6:33 P.M. There were no public comments. Chairman Higgins closed the public hearing at 6:33 P.M.

County Attorney Vickie Huffman provided the Board with a full map of the property. She noted that only part of the map had been provided on BoardDocs.

Supervisor Lewis, on behalf of Supervisor Hinty, moved to approve the ordinance. Supervisor Campbell provided the second, and the motion carried by unanimous roll call vote by the Board Members present, with Supervisor Hinty being absent.

AYES: Lewis, Campbell, Ford, Higgins
NAYES: None
ABSENT: Hinty

The Ordinance presented and adopted is found below

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF ROCKBRIDGE COUNTY, VIRGINIA,
HELD AT THE ROANOKE COUNTY ADMINISTRATION CENTER
ON MONDAY, JUNE 8, 2015

Ordinance Vacating and Closing an Unimproved, Unopened and Unused Portion of 19th Street, Extending From Wert Faulkner Highway in a Southerly Direction To the 20' Alley, and a Portion of the 20' Alley Extending From the West Side of 19th Street Along the Southerly Side of Lots 2-18, Block 59, as Shown on the Map of Glasgow (Deed Book 58, Pages 1 & 2), in the Natural Bridge Magisterial District

WHEREAS, the Petitioners, Alvin Sensabaugh and Anita M. Woolfrey, are the owners of Lots 2, 4, 6, 8, 10, 12, 14, 16 & 18, Block 59, on the Map of Glasgow (Deed Book 58, pages 1 and 2), fronting on Wert Faulkner Highway in the Natural Bridge Magisterial District of Rockbridge County, said lots being shown and designated on the Rockbridge County Land Records as Tax Map #108A4-1-59-2, #108A4-1-59-4, #108A4-1-59-6, #108A4-1-59-8, #108A4-1-59-10, #108A4-1-59-12, #108A4-1-59-14, #108A4-1-59-16, and #108A4-1-59-18; and,

WHEREAS, the above-described lots are bounded on the west by a portion of 19th Street and on the south by a portion of a 20' Alley, both of which are unopened, unused, and unimproved, created on the Map of Glasgow (Deed Book 58, pages 1 and 2) and further shown on the 'Plat Showing Boundary Survey of Property Deeded to Alvin Sensabaugh and Anita M. Woolfrey in Instrument 150000294', dated March 19, 2015, and prepared by Dorsey Surveyors P.L.C.; and,

WHEREAS, the Petitioners have requested that the Board of Supervisors of Rockbridge County, Virginia, vacate and close the portion of 19th Street, measuring approximately 60 feet in width and approximately 160 feet in length, extending from Wert Faulkner Highway to the south side of the 20' Alley, between Block 59 and Block 60

on the Map of Glasgow, recorded in the Clerk's Office of the Circuit Court of Rockbridge County in Deed Book 58, pages 1 and 2; and,

WHEREAS, the Petitioners have requested that the Board of Supervisors also vacate and close the portion of the 20' Alley, measuring approximately 20 feet in width and approximately 285 feet in length, extending easterly from the western side of 19th Street along the southern boundary of Lots 2, 4, 6, 8, 10, 12 14, 16 and 18 in Block 59, Map of Glasgow; and,

WHEREAS, §15.2-2272.2 of the Code of Virginia (1950, as amended) requires that such action be accomplished by the adoption of an ordinance by the governing body; and,

WHEREAS, notice has been given as required by §15.2-2204 of the Code of Virginia (1950, as amended), and the public hearing was held on June 8, 2015.

NOW THEREFORE, BE IT ORDAINED by the Board of Supervisors of Rockbridge County, Virginia, as follows:

1. That the portion of 19th Street, extending southerly from Wert Faulkner Highway approximately 160 feet to the southern side of the 20' Alley, and being approximately 60 feet in width between Block 59 and Block 60, and that portion of the 20' Alley, 20 feet in width and extending easterly approximately 285 feet from the western side of 19th Street along the southern boundary of Lots 2, 4, 6, 8, 10, 12 14, 16 and 18 in Block 59, as shown on the Map of Glasgow recorded in the aforesaid Clerk's Office in Deed Book 58, pages 1 and 2, situate in the Natural Bridge Magisterial District, be, and hereby is, vacated and closed pursuant to Section 15.2-2272 of the Code of Virginia (1950, as amended), subject to the following conditions:

a. That fee simple title to the vacate portions of 19th Street and the 20' Alley shall vest as provided by law, and shall be added and combined to the abutting properties, in compliance with the Rockbridge County Land Development Regulations, and other applicable laws and regulations, particularly the following:

Current Owner

Tax Parcel Number

Alvin Sensabaugh

#108A4-1-59-2

Anita M. Woolfrey

#108A4-1-59-4

#108A4-1-59-6

#108A4-1-59-8

#108A4-1-59-10

#108A4-1-59-12

#108A4-1-59-14

#108A4-1-59-16

#108A4-1-59-18

Roger D. Funkhouser

#108A4-60-48

Sarah C. Funkhouser

B. G. Locher, Jr.

#108A4-1-B

b. That all costs and expenses associated herewith, including but not limited to publication, survey and recordation costs, shall be the responsibility of the Petitioners.

2. That the County Administrator or County Subdivision Agent is hereby authorized to execute such documents and take such actions as may be necessary to accomplish the provisions of this ordinance, all of which shall be approved as to form by the County Attorney.

3. That this ordinance shall be effective on and from the date of its adoption, and a certified copy of this ordinance shall be recorded in the Clerk's Office of the Circuit Court of Rockbridge County, Virginia, in accordance with §15.2-2272.2 of the Code of Virginia (1950, as amended).

Adopted this _____ day of June, 2015.

Consideration of Resolution to approve Chief Elected Officials- Shenandoah Valley Workforce Development Board Agreement

Mr. Crickenberger briefly reviewed the Agenda Item: "In accordance with Public Law 113-128, the Workforce Innovation and Opportunities Act of 2014, Section 106, the Shenandoah Valley Workforce Investment Area has been renamed the Shenandoah Valley Workforce Development Area and the Shenandoah Valley Workforce Investment Board has been renamed the Shenandoah Valley Workforce Development Board."

Supervisor Campbell moved to approve the resolution supporting the changes. Supervisor Ford provided the second, and the motion carried by unanimous roll call vote by the Board Members present, with Supervisor Hinty being absent.

AYES: Campbell, Ford, Lewis, Higgins
NAYES: None
ABSENT: Hinty

The Resolution presented and adopted is found below

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF ROCKBRIDGE COUNTY, VIRGINIA, HELD
AT THE ROCKBRIDGE COUNTY ADMINISTRATIVE OFFICES ON MONDAY, JUNE 8, 2015

RESOLUTION

WHEREAS, the Rockbridge County Board of Supervisors desires to create a positive business environment and has been a strong supporter of workforce development and education initiatives;

WHEREAS, on July 24, 2006, the Rockbridge County Board of Supervisors approved an ordinance establishing the Shenandoah Valley Chief Elected Officials Consortium Agreement which established the Shenandoah Valley Workforce Investment Area for the purpose of planning, establishing and operating a local workforce services delivery system;

WHEREAS, in accordance with Public Law 113-128, the Workforce Innovation and Opportunities Act of 2014, Section 106, the Shenandoah Valley Workforce Investment Area has been renamed the Shenandoah Valley Workforce Development Area and the Shenandoah Valley Workforce Investment Board shall be renamed the Shenandoah Valley Workforce Development Board ;

THEREFORE BE IT RESOLVED, that the Rockbridge County Board of Supervisors does hereby support these changes and approves this resolution accordingly.

Adopted this 8th day of June, 2015.

Discussion on House Mountain

Mr. Suter briefly reviewed the Agenda Item: "As you may recall, and as a result of discussions in the March 23, 2015 Board of Supervisors meeting, Chairman Higgins sent a letter (attached) to the Chair of the Virginia Outdoors Foundation (VOF) requesting delay of consideration of a VOF resolution which would impact traditional management of the House Mountain Reserve. As a result, the VOF vote was delayed, but a resolution will again be considered again at the VOF's next quarterly meeting on June 26th.

"Over the months of April and May, members of the Rockbridge Area Conservation Council (RACC) have met on numerous occasions to determine a course of action. Subsequently (and concurrently) there have been numerous meetings/communications between RACC and VOF officials. While these efforts have produced some level of progress toward compromise, it is unclear if the main issue has been resolved. Of primary concern to many RACC members and others is the potential loss of local control in decisions impacting the management of the Reserve, which could result from

adoption of the proposed VOF resolution, a copy of which is attached. Please note that the changes which have resulted from RACC/VOF discussions over the past 2 months are tracked so that you can see the progress from the draft originally proposed by the VOF.

"The RACC board met to finalize a course of action on the evening of Thursday, June 4th. Options which had been discussed/posited ranged from capitulation with VOF plans to mediation, to legal action. In the end, the board chose to ask the VOF not to adopt the resolution, but rather to join RACC in seeking legal judgment as to the validity of the 1989 agreement between the two parties. The resolution, if adopted, would effectively negate the earlier agreement; at that point, RACC would be prepared to proceed to court on its own.

"RACC is now looking to the Board of Supervisors for support of its leadership's collective decision. The purpose of this agenda item is to update the Board on the latest (June 4) actions taken by RACC regarding this issue and, if necessary, to allow consideration of any actions RACC requests that the Board take."

Lee Merrill, member of RACC, explained that RACC had been trying for three years to retain local control over the property.

Supervisor Lewis asked how many Trustees were on the VOF Board.

Mr. Merrill responded that there are seven.

Supervisor Ford added that state taxpayer funds were not used in the purchase of any part of House Mountain, but rather it was purchased by funds privately donated either to RACC or VOF.

Supervisor Lewis suggested that a carefully crafted letter from the Chair to each of the VOF trustees, explaining RACC's and the County's positions, might be successful.

Supervisor Campbell agreed with writing letters to the trustees.

Supervisor Lewis moved to ask the Chairman of the Board of Supervisor to write individual letters to each of the VOF Trustees supporting RACC's position, with reference to the original, 1989 Agreement. Supervisor Ford provided the second, and the motion carried by unanimous roll call vote by the Board Members present, with Supervisor Hinty being absent.

AYES: Lewis, Ford, Campbell, Higgins
NAYES: None
ABSENT: Hinty

Staff Reports

Supervisor Ford moved to accept Staff Board Reports as presented. Supervisor Campbell provided the second, and the motion carried by unanimous roll call vote by the Board Members present, with Supervisor Hinty being absent.

AYES: Ford, Campbell, Lewis, Higgins
NAYES: None
ABSENT: Hinty

Added Item To The Agenda

Informational Item regarding a letter from Buena Vista's City Manager requesting partnership with RARO.

Mr. Suter provided a letter to the Board Members from Buena Vista's City Manager which requests that "the Rockbridge County Board of Supervisors consider providing Buena Vista City the opportunity to be a full participant in the Rockbridge Area Recreation Organization".

Supervisor Lewis stated that this is a good thing. He noted that it is good Buena Vista understands they will need to pay their own way and that the appropriate agreement would need to be modified. He recommended that the Board encourage further negotiations.

Supervisor Campbell stated that this would benefit the children and shared his support of proceeding with the necessary changes.

Supervisor Ford agreed with the statements by Supervisor Lewis and Campbell and added that Buena Vista had several playing fields that could be used by RARO and other local sports organizations.

Chairman Higgins added that this could provide the County with additional money from Buena Vista and asked that the agreement be modified to add Buena Vista City. Ms. Huffman noted that the applicable language was contained in the Joint Services Agreement between the County and City of Lexington. Chairman Higgins added that he would be discussing this with the City Managers during the Mayors and Chairs breakfast on June 17th.

Closed Meeting

At 7:02 P.M., Supervisor Campbell moved to enter into a Closed Meeting as permitted by Virginia Code Section 2.2-3711(A)(3), "discussion of consideration of a matter involving acquisition of real property for public purposes, where discussion in open meeting would adversely affect

the County's bargaining position or negotiating strategy". Supervisor Lewis provided the second, and the motion carried by unanimous roll call vote by the Board Members present, with Supervisor Hinty being absent.

AYES: Campbell, Lewis, Ford, Higgins
NAYES: None
ABSENT: Hinty

Supervisor Lewis moved to reconvene in open session following the Closed Meeting. Supervisor Campbell provided the second, and the motion carried by unanimous roll call vote by the Board Members present, with Supervisor Hinty being absent.

AYES: Lewis, Campbell, Ford, Higgins
NAYES: None
ABSENT: Hinty

Supervisor Campbell moved that the Board certify that, in the closed meeting just concluded, to the best of each member's knowledge, nothing was heard, discussed or considered except the matter or matters (1) specifically identified in the motion to convene in closed session and (2) lawfully permitted to be so discussed as exempt from open meeting requirements under the provisions of the Virginia Freedom of Information Act cited in that motion. Supervisor Ford provided the second, and the motion carried by unanimous roll call vote by the Board Members present, with Supervisor Hinty being absent.

AYES: Campbell, Ford, Lewis, Higgins
NAYES: None
ABSENT: Hinty

Adjourn

With no further business to discuss, Supervisor Campbell moved to adjourn the meeting. The meeting was adjourned by unanimous vote by the Board with Supervisor Hinty being absent.