

September 27, 2022

County of Greene, Virginia

THE GREENE COUNTY BOARD OF SUPERVISORS MET ON TUESDAY, SEPTEMBER 27, 2022, BEGINNING AT 4:30 P.M. IN PERSON IN THE COUNTY ADMINISTRATION BUILDING MEETING ROOM AND BY ZOOM VIDEO COMMUNICATION

Present were: Marie Durrer, Chair
Dale Herring, Vice Chair
Steve Bowman, Member
Abbey Heflin, Member
Davis Lamb, Member

Staff present: Mark B. Taylor, County Administrator
Kelley Kemp, Assistant County Attorney
Kim Morris, Deputy Clerk
Jim Frydl, Director of Planning and Zoning
Tracy Morris, Director of Finance
Terry Beigie, Grant Writer
Melissa Meador, Director of Emergency Services

RE: CLOSED MEETING

Ms. Kemp read the proposed resolution for Closed Meeting.

WHEREAS, the Board of Supervisors of Greene County desires to discuss in Closed Meeting the following matter(s):

- Discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or employees of any public body concerning the County Administrator and/or an interim County Administrator.
- Discussion of a public contract for an employee recruiting agreement involving the expenditure of public funds where such discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body.

WHEREAS, pursuant to: §2.2-3711(A)(1) and (A)(29) of the Code of Virginia, such discussions may occur in Closed Meeting;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Greene County

does hereby authorize discussion of the aforesated matters in Closed Meeting.

Upon motion by Davis Lamb, second by Steve Bowman and unanimous roll call vote, the Board entered into Closed Meeting.

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: OPEN MEETING

Upon motion by Mr. Herring, second by Mr. Lamb and unanimous roll call vote, the Board returned to open meeting.

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

By unanimous roll call vote, members certified that only public business matters lawfully exempted from the open meeting requirement and only such matters as identified by the motion to enter into closed meeting were discussed.

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: RESIGNATION OF COUNTY ADMINISTRATOR MARK TAYLOR

Upon motion by Mr. Herring, second by Mr. Bowman and unanimous roll call vote, the Board accepted the resignation of County Administrator, Mark Taylor, with a 30-day notice.

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes

Abbey Heflin	-	Yes
Davis Lamb	-	Yes

Motion carried.

RE: APPOINTMENT OF INTERIM COUNTY ADMINISTRATOR BRENDA GARTON

Upon motion by Dale Herring, second by Steve Bowman and unanimous roll call vote, the Board adopted the resolution to appoint Ms. Brenda Garton as Interim County Administrator effective October 3, 2022. (See Attachment "A")

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

The Chair opened the meeting with the Pledge of Allegiance followed by a moment of silence.

RE: ADOPTION OF AGENDA

Upon motion by Dale Herring, second by Abbey Heflin and unanimous roll call vote, the Board approved the agenda as presented.

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: MATTERS FROM THE PUBLIC

Ms. Deborah Turck, Chair of the Electoral Board, was present to share that early voting began on Friday, September 23, 2022. She said that citizens wishing to vote early should do so at the Registrar's Office. Early voting will end on November 5, 2022. They will be open on Saturday, October 29 and Saturday, November 5 as well for early voting. The hours will be 9:00-5:00 and some days during the last week of October, the office will be open until 7:00 p.m. They have also mailed out 600 absentee ballots by mail. She also shared a list of tourist lodgings that are operating in her subdivision, Greene Acres, that are not noted on the County's list.

Investigator Jason Tooley was present to say that the employees of the Sheriff's Office work very hard. He said that they need more positions. He said that he currently has 22 cases involving internet crimes against children in a case that he has yet to get to because he does not have the time. He said that they need the salary, tools and resources to provide the citizens of this community with the best law enforcement that they possibly can.

Mr. Scotty Batten, Training Coordinator for the Greene County Emergency Communications Center, was present to share how valuable a senior dispatcher is to this community. It takes a dispatcher with no experience 6-8 months of training before they are eligible to be released as a dispatcher and another 24 months after that before they are considered seasoned. It will then take an additional 4-6 years before they are considered a senior dispatcher. He said that they have lost most of their seasoned dispatchers to jobs paying higher salaries. He said that they no longer want to be considered the training ground for other agencies but want to attract the seasoned and senior dispatchers and be able to retain them.

Sergeant Reade Marchette was present to share how badly more positions are needed in the Sheriff's Office. He said that they currently have 3 people out with injuries. He said that he took the longest amount of time off with his injury, which equated to one day, because they don't have the staff to cover shifts.

RE: CONSENT AGENDA

Upon motion Steve Bowman, second by Dale Herring and unanimous roll call vote, the Board approved the consent agenda as presented.

a. Minutes of previous meeting

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: PUBLIC HEARING TO CONSIDER A LEASE OF PUBLIC PROPERTY TO THE TWIN LAKES HOMEOWNERS ASSOCIATION PURSUANT TO § 15.2-1800 (b) OF THE CODE OF VIRGINIA

Mr. Taylor briefly updated the Board on the history of this agenda item, as it has been before them several times. This public hearing is being held in order to lease the land the County obtained through the FEMA grant to the Twin Lakes Homeowners Association.

The public hearing was opened and closed with no comments.

Upon motion by Steve Bowman, second by Dale Herring and unanimous roll call vote, the Board approved the lease of this property to the Twin Lakes Homeowners Association (See Attachment “B”).

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: PUBLIC HEARING TO CONSIDER A LEASE OF PUBLIC PROPERTY TO GREENE COMMONS, INC PURSUANT TO § 15.2-1800 (b) OF THE CODE OF VIRGINIA

Mr. Taylor said that this public hearing is in regards to the pavilion and stage that is located behind the County Administration Building and the potential to lease that property to Greene Commons, Inc. to provide for an entity to manage the usage of it.

The public hearing was opened.

Ms. Judy Berger, Consulting Manager of Greene Commons, was present to answer any questions that the Board may have. She explained that she has been promoting and scheduling events for the group for the past 4 years. Ms. Berger shared the growth that the Farmer’s Market has seen over the past years and that they have now partnered with the SNAP program and will match the amount that SNAP patrons spend. She said that they have solicited grants and donations during the past year in the amount of \$68,000.00 and those funds are being used to upgrade and expand the Farmer’s Market. She asked that the Board view the lease and MOU as a continuation of Greene Commons investment in Greene County.

Mr. Ralph Morton was present to speak on behalf of the vendors. He said the farmers market is a community event where people come out to shop for the week. He said he believes that Ms. Berger has done a fabulous job of promoting the market.

Ms. Gwen Baker said she wanted to speak out for Ms. Berger and Mr. Morton and how much she has enjoyed the market personally. She noted that Groovin’ in Greene—a monthly free concert series—has begun there and believes it’s a great thing for the county.

The public hearing was closed.

Mr. Bowman requested a three-year term versus a five-year term and both Mr. Lamb and Ms. Heflin agreed.

Upon motion by Steve Bowman and second by Dale Herring and 5-0 roll call vote, the lease and MOU were approved for a three-year term (See Attachment “C”).

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: PUBLIC HEARING TO CONSIDER ABANDONING A PORTION OF JENNINGS LOOP

Mr. Frydl presented information regarding the abandonment of a portion of Jennings Loop in Ruckersville, which enters the intersection of U.S. Routes 29 and 33, practically in the middle of the intersection. Mr. Frydl said because of this the road does meet standards and is not a safe road. He noted the 29/33 intersection project calls for the closing of that entrance because it's unsafe. The county advertised the intention for 30 days and had signs along the road and heard no comments. He said the public hearing is not required, but the staff said they would go forward with it. He said it's only required if they had heard comments. Mr. Frydl said after the board approves the resolution, it goes to the Commonwealth Transportation Board they enact their side of it.

Upon motion by Dale Herring and second by Steve Bowman, and a unanimous roll call vote, the Resolution was approved (See Attachment "D").

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: PUBLIC HEARING TO AMEND THE BUDGET TO ADJUST TO AGGREGATE AMOUNT TO BE APPROPRIATED DURING THE CURRENT FISCAL YEAR BY AN AMOUNT IN EXCESS OF ONE PERCENT OF THE TOTAL EXPENDITURES IN THE CURRENTLY ADOPTED BUDGET TO PROVIDE FOR THE ADDITIONAL OF THE GREENE COUNTY WATER AND SEWER OPERATIONS

Mr. Lunsford discussed revenue projections for the budget that was presented at the September 13, 2022, meeting. Mr. Lunsford noted that the county has worked with Stantec and Davenport Financial for several years. In the 2021 feasibility study, Stantec included a five-year projection from 2022-2026 for water and sewer rates and what the expected revenue would be. Mr. Lunsford said the department used the 2023 rates from the study as a baseline, which was \$19.71 for water and \$36 for sewer, which matches up with the recently adopted Water and Sewer Ordinance. The Board adopted a higher rate for the cost of water over 2,000 gallons than what was in the Stantec study. Using RSA's own budget numbers, he predicts the sale of roughly 240 gallons of water for 2022-23 fiscal year.

Mr. Courtney Rogers with Davenport attended the meeting via Zoom. He said he and Mr. Lunsford sat down a couple of weeks ago and looked at the data again, noting the department is beginning to get customer usage data, which is the next step. Mr. Rogers told the board that the hiring of additional staff within the department to operate the plants is needed concurrently and the approval of a budget would allow that going forward.

Mr. Lunsford told the Board that in 2022, RSA sold more than \$1.7 million in water sales for Greene County. RSA sold a little over \$1.1 million in sewer sales for a total of \$2.8 million. He said that amount covers the operational expenses for the department for 12 months and that was at a lower rate.

Mr. Lamb read the following statement: “Most of our County taxpayers have been struggling to pay their car taxes, but we have yet to amend the budget to help them with any relief, even though we should. Since we are being asked to amend the budget to fund the water department, your numbers need to be accurate, which they probably are, and the new water has to succeed.”

Mr. Herring asked how many vehicles are being transferred over to Greene County from RSA.

Mr. Lunsford said he knows for sure they’re getting one pickup truck and some small hand tools, but no large equipment. He said the department will need to purchase a mini-excavator, a dump truck, other pickup trucks, and other needed tools.

Mr. Lamb asked if anyone from outside of Greene County had been contacted regarding the handling of a major leak if it could not be repaired by the County.

Mr. Lunsford said the head of maintenance has contacted a few people.

The public hearing was opened.

No one was signed up to speak and the public hearing was closed.

Mr. Bowman said he was hoping there would be a resolution on the agenda to deal with personal property taxes and hopes there will be one in the coming weeks. He said the approval of the budget is an essential step in the transition process from RSA to Greene County.

Upon motion by Steve Bowman and second by Dale Herring, and a unanimous roll call vote, the Budget allocation was approved (See Attachment “E”).

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: TJPDC DRAFT 2023 LEGISLATIVE AGENDA

Mr. David Blount, Thomas Jefferson Planning District Commission Deputy Director/Director of Legislative Service, spoke about likely upcoming state legislative budget priorities for the 2023 General Assembly session. Mr. Blount discussed the \$2 billion revenue surplus for the state, but noted much is already spoken for. In the budget approved in June, there were contingency items that were put into the budget that relied on revenues exceeding expectations, which they did. He said the most significant one for local governments is roughly \$250 million that will go to the Virginia Retirement System to help offset some of the unfunded pension liabilities, state employees, but most importantly for the region is the teacher pension fund. Mr. Blount told the Board that Governor Glenn Youngkin has announced he would like to address issues with public safety and mental health and will propose possible budget amendments by mid-December. The Governor has also indicated he would like to try to build on some of the tax relief proposals approved this past year.

Mr. Blount said all 100 House of Delegates seats and 40 Senate seats will be up for election in fall of 2023. Greene County has been redistricted and will have new General Assembly representatives for both seats. Mr. Blount said he expects some legislation to possibly restrict or seek to restrict local government authority on short-term rentals. He asked that Board members contact him for items they'd like to have address in the legislative program.

Mr. Bowman asked if JLARC would be willing to do a study that looks at how state and local revenues are raised and allocated in Virginia as it compares to other states. He said he believes that Virginia is not as competitive as it should be in the ability to attract major business and investments. Mr. Bowman said he believes other states have done it differently and perhaps share more revenue with the local government. He said Greene County has public safety needs and other infrastructure needs that will require a lot of resources. He said he doesn't see those coming in quantities from the state that are significant.

Mr. Blount said it's been a while since there's been a good look at the state and local revenues.

Mr. Bowman said he'd like to see best practices from other states for sharing revenue.

Mr. Lamb asked whether there had been any lessening of unfunded mandates for the schools.

Mr. Blount said the administrative workload of testing and other requirements takes someone's time and resources away from other work. He said he will keep that in mind as he looks at the legislation. He said he expects to present again in November.

RE: SHERIFF STAFF STUDY

Major David Roach of the Sheriff's Office told the Board that the retention rate is the worst it has ever been. He said in the past two years, about 29 have left. He said low salaries are the biggest problem they face. He said they looked at midpoint and gross salary and the Greene Sheriff's Office is operating at a level considerably lower than nearby agencies. There are 48 positions within the department and he said 47 of them are behind the midpoint including: 16 shift deputies are 17% below the midpoint; investigators are 23% below the midpoint; 12 Emergency Communications Officers are 23% below the midpoint; and command and administrative staff all fall below the midpoints. He made an appeal to the Board for a 25% pay increase across all 48 positions.

Mike Jones, Major Security Consulting, performed the study and was present to discuss the study, which is protected under the Freedom of Information Act from release. He said the job description is really 24/7 to protect people, property and peace—offer a safe way of life. He said those working within the department are problem solvers and when someone calls, they answer that call, which could be anything from a murder to an octopus in an aquarium tank. Mr. Jones said the biggest investment for the County is with its people. He said he's seen a bidding war to hire qualified officers throughout the state. He said people start at the smaller officers, get trained and then leave. Mr. Jones said training is quite expensive. He said the County needs a new facility, and new equipment. He said police department offices are now targets and that the current office is wide open for a possible drive-by shooting. He said body cameras are vital and technology is always evolving.

Mr. Jones said deputies are willing to give their lives up for citizens and make a better life for Greene citizens they need to be well-funded, well-supported, and well-led. He said not everything has to happen at once, but it is a roadmap.

Mr. Bowman congratulated the Sheriff and the whole department for commissioning the study. He said he met with the Emergency Communications Center Supervisor Mr. Gary Carpenter, noting there is a national effort to redefine the job description of emergency communications personnel to get them out of the secretarial listing and into a first-responder listing. He said he was shocked that Greene starts deputies at \$37,000.00, and from his perspective the County needs to do more to support the policing people in the County. He said that needs to happen as the Board begins the process for the next budget.

Mr. Lamb noted that the Sheriff's Office is an accredited agency, which is no small task. He said he didn't realize dispatchers are in there for 12 hours at a time and never leave the building during that time or that officers work a 12-hour shift. He said the employees put their lives on the line every day and said there are not many who would do it for \$50,000 or \$60,000.

Mr. Herring said Mr. Jones mentioned the Emergency Services Advisory Board meetings as part of his report on the fire and rescue departments. He said if Mr. Jones watched them today, they're entirely different in a positive way. Mr. Herring said the group is really coming together to discuss their needs and one of the concerning issues is when they identify the number of open positions they have. He said one thing he's spoke with Major Roach about is the department

needs to have the ability to when they hire a veteran officer, they do not have to start at the base salary. He said that would attract officers with a higher degree of proficiency.

Mr. Jones said the County should consider looking at compression, which is when a rookie comes into the department and veteran officers of that department are making less. He said it's about policy change. As the department adjusts the starting pay, there should be an increase in the others' pay.

Mr. Jones discussed training, noting the County needs a place for deputies to train with their weapons. He said that as the profession changes, there is a burden placed on localities to fund it. He said the Compensation Board funding for deputies is archaic as it only uses the residential population. Mr. Jones said deputies do not only police residents, especially along U.S. Route 29.

Ms. Durrer said the report was a real eye-opener and appreciates it.

RE: DRAFT TOT REGISTRY

Mr. Frydl presented information about the possibility of developing a short-term lodging registry in the County. He asked the Board if the draft ordinance reflects their desires. He said the Board would need to pass a resolution that directs the Planning Commission to hold public hearings on the issue. Once the Planning Commission has vetted the ordinance, it would come back to the Board for a public hearing and decision. He said if any County code were to change, there would be a third public hearing on it due to advertising requirements. He said Ms. Kemp and Kim Tate, the Commissioner of Revenue, have assisted with the information.

Mr. Frydl said the registry allows the County to track information regarding short-term rentals in the County. During a recent planning and zoning state conference, Mr. Frydl heard from other localities that they hire a third-party service to find the addresses and submit to the zoning department, the commissioner of revenue and finance department to make sure everyone remains up-to-date on the registry.

Mr. Bowman said he brought the issue up a while ago with Orange County's model. I think we ought to send this to the Planning Commission and allow them to hold a public hearing. He said he has no issue with a third party identifying just how many operate in Greene County.

Mr. Lamb asked how people who have operated for 10 years without a registry know that they must register and what kind of penalty can be put in place for those who violate the ordinance.

Ms. Kemp said there is a \$500 penalty in the draft ordinance, but has no idea what a third-party vendor would cost.

Mr. Frydl said it depends on the vendor and it's an annual fee and anywhere from \$3,000-\$5,000 depending on the amount of work.

Mr. Herring said he has no issue with it going forward. He wondered what recourse the County would have if someone operated one illegally. He said he didn't know whether the registry addresses the problem of illegal operations.

Ms. Kemp said some could be grandfathered in. Additionally, zoning would be able to violate people operating an illegal operation.

Mr. Frydl said the Board has the final opportunity to decide if it's a zoning penalty, a short-term registry penalty, or both.

Mr. Herring said he would be fine with a one-time fee with the first registration and then come yearly to update the forms.

Mr. Bowman said he thinks it could be a one-time fee of \$35 or \$30 first year and \$5 thereafter. He said he thinks a one-time fee and just re-register yearly could be good if it covers the processing fee. He said he doesn't know what it takes to process a payment like that.

Mr. Frydl said he can't imagine what the cost would be if every person who touched the file were accounted for.

Mr. Bowman said he agrees, but in other places he's worked they had that number. He said the Board should know what the cost is to the County to process a check.

Ms. Heflin said initially she was in favor of the one-time fee, but compared it to registering a vehicle, knowing it'll be about \$60, but that's cheaper than a large penalty. Perhaps knowing they need to re-register so they can keep operating they would come in to pay the fee and re-register. She suggested some certificate that the owners of the property can display that shows they are registered in the County and Mr. Bowman agreed.

Ms. Tate said once they're on the books for a business license, they get a renewal business license application automatically and something similarly could be done.

Ms. Heflin asked whether the Planning and Zoning Department could share copies of initial applications to the Commissioner of Revenue's Office. Mr. Frydl said they already do.

Ms. Heflin asked if the Planning Commission could review other counties who have a registry. Mr. Frydl said they do that with all of the applications and that Ms. Kemp helped research that. He said the state code is pretty clear about it.

Ms. Heflin wondered if the registry could be public. Mr. Frydl said the County has requirements under FOIA to share information while the Commissioner of Revenue has restrictions on what can be shared because it's revenue related. He said when it comes to zoning documents and applications if someone requests it, it's a public document.

Ms. Durrer asked whether there would be a mechanism, a penalty, if someone did not re-register. Mr. Frydl said the County would know whether they were still active through a business

license check. The code gives the County the opportunity to enforce under the zoning ordinance and also enforce under the state code allowed fine also. The state code also allows the County to revoke someone's ability to operate if not registered.

Upon motion by Steve Bowman and second by Dale Herring, and a unanimous roll call vote, the Resolution was approved to request the Planning Commission to hold a public hearing on the draft ordinance (See Attachment "F").

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: SIGN ORDINANCE REVISION

Mr. Frydl requested the Board authorize the Planning Commission to update the sign ordinance. He said there have been First Amendment cases regarding signs recently and they want to be sure that the County is in compliance.

Mr. Bowman said at the Town Hall held last month in Dyke that the fact that the County does not permit LED signs even at the fire departments. He said the sign at Barboursville is not very bright and is attractive and allows the department to communicate information to the public. He said he'd like for the Planning Commission to look at standards for such a sign.

Mr. Lamb said he's heard the same thing, specifically about upcoming classes and volunteers needed.

Mr. Frydl said that is one of the things they'd like to review. However, the code doesn't distinguish between a fire department and a business and a political message. He said that we can't read a message to decide if the sign is allowed or not, so it makes it challenging to permit those signs. He said he intends to see if there are exceptions that can be made for public safety buildings. Mr. Frydl said if not, and the Board feels there's value in having those signs, they would be permitted for everyone.

Upon motion by Dale Herring and second by Steve Bowman, and a unanimous roll call vote, the Resolution was approved to request the Planning Commission to review the sign ordinance (See Attachment "G").

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.

RE: TOURISM COUNCIL BYLAWS

Mr. Taylor presented the draft Tourism Council Bylaws, which were given to the Board prior to the meeting. He said he apologized for the lateness of the delivery. He said that the item required more review and would come back on a future agenda, but wanted to get the draft to the Board as soon as possible.

Mr. Bowman said he'd like to take time to read through the new modified document.

Mr. Herring said within the bylaws a member may miss three meetings, which is six months, before removal. The Council only meets once every other month. The agenda is posted three days prior to the meeting and Mr. Herring asked if that couldn't be out earlier than that. Mr. Bowman agreed.

Ms. Durrer said she thought waiting before a vote would be a good idea and Ms. Heflin agreed she'd like more time for review.

Mr. Bowman asked whether the Tourism Council could review the bylaws again before the Board goes back over it.

RE: BOARD LIAISON REPORTS

Mr. Herring said the ESAB met the previous week for a very productive meeting. The October meeting will be a workshop instead of the usual meeting and Ms. Meador and Mr. Herring will meet with each group individually for an hour so they can tell them what the needs are so that they could develop a comprehensive plan that can be brought to the Board of Supervisors. The Rivanna River Basin Commission held a conference on 9/29.

Mr. Lamb asked whether Phase One of the Creekside development had begun. Mr. Frydl said Phase One and Phase Two are in site plan review but there are a few outstanding comments. He said he expects it will get approved quickly because what's left are very minor comments. He said Phase Two is dependent on a pump station design and water line design that he expects it will take longer.

Ms. Heflin said the EDA met the week prior and they plan to have an open forum for people to come and have discussions about economic development in Greene County.

Mr. Bowman said he attended the Jaunt meeting that month in Charlottesville where there was discussion that services to rural counties were being supplemented by urban counties. He said there will probably be discussions with the Board about how to fund the service long-term. He also attended the School Board meeting where they discussed their Impact2027 strategic plan. Mr. Bowman said he attended the Rapidan Service Authority Board of Members meeting where they discussed supply chain issues. He said a big step toward the transition was taken earlier in the evening and he believes they are getting more cooperation from RSA. Mr. Bowman held a Town Hall in Dyke with several staff members for the Monroe District community to come have a dialogue with the County. He said he thought it went very well and thanked Ms. Meador and Mr. Frydl and Mr. Herring for being there.

Mr. Herring thanked Mr. Bowman for having him at the Town Hall. He said he would encourage other Board members to do the same and be prepared for tough questions.

Mr. Bowman said he attended the Planning Commission meeting where they looked at two chapters of the Comprehensive Plan.

Ms. Durrer said she also attended the RSA meeting in place of Mr. Martin who could not be there. She said she was very pleased and believes they have realized that we are going to be our own system and they want to cooperate. Central Virginia Regional Jail has called a meeting for October about the possibility of including another county into the system. She said that might help offset the costs Greene has to pay annually.

RE: COUNTY ADMINISTRATOR REPORT

Mr. Taylor said it has been a joy serving Greene County as County Administrator since April 2019. He said we got through COVID, worked together to establish the EMS Department after UVA canceled the contract to provide services and got the new EMS station built. Additionally, the County has gotten the withdrawal and transition agreement hammered out with RSA so the County can establish its own water and sewer service. He said he wanted to say a word of appreciation for the Board's support throughout the years. He said he has had a remarkable work family in Greene, saying it's been a real privilege to work with the people who serve our community. He said he'd like to suggest that the issues presented earlier about staffing and salaries at the Sheriff's Office are issues that permeate the whole society. He said the root issues is that the cost of labor has been rising and in recent years its risen dramatically. He said the turnover rate must be looked at, but he asked the Board to remember the employees who are here and are staying here. He said the Board is blessed to have phenomenal people working for Greene County who pitch in together. Mr. Taylor said Mr. Frydl defines the Greene County employee as the planning director and zoning administrator and the producer of the virtual meetings, the sound and tech guy to make the room run, which is how Greene County employees work together, pitch in together, and get it done.

RE: OTHER ITEMS FROM THE BOARD

Ms. Durrer noted the wealth of monthly reports.

Mr. Herring wanted to make sure everyone saw the new pedestrian bridge on Main Street in Stanardsville. He said it's nice to see the completion of so much effort to get the streetscape project done.

RE: ADJOURN

Upon motion by Steve Bowman, second by Davis Lamb and unanimous roll call vote, the Board meeting was adjourned.

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion carried.



Marie Durrer, Chair
Greene County Board of Supervisors



Brenda G. Garton, Clerk
Greene County Board of Supervisors

RESOLUTION APPOINTING AN INTERIM COUNTY ADMINISTRATOR

WHEREAS, Mark Taylor, Greene County, County Administrator tendered his resignation as such on September 19, 2022; and

WHEREAS, the Greene County Board of Supervisors accepted this resignation and relieved him of his duties as County Administrator effective October 7, 2022; and

WHEREAS, the Board of Supervisors wishes to keep the County administrative offices working as seamlessly as possible; and

WHEREAS, the Board of Supervisors will begin an official search for a new County Administrator, but needs an interim County Administrator until that position is permanently filled; and

WHEREAS, Brenda Garton previously served as the Greene County interim County Administrator and is familiar with the County.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Greene County, Virginia, that Brenda Garton is hereby appointed as interim County Administrator effective October 3, 2022.

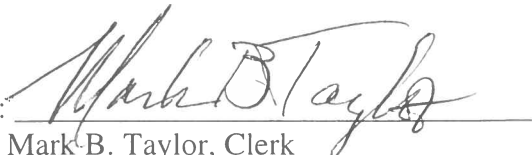
ADOPTED BY THE GREENE COUNTY BOARD OF SUPERVISORS ON SEPTEMBER 27, 2022.

Motion: Dale Herring
Second: Steve Bowman

Recorded Vote:

Steve Bowman	<u>Yes</u>
Abbey Heflin	<u>Yes</u>
Davis Lamb	<u>Yes</u>
Marie C. Durrer	<u>Yes</u>
Dale R. Herring	<u>Yes</u>


Marie Durrer, Chair
Greene County Board of Supervisors

ATTEST: 
Mark B. Taylor, Clerk
Greene County Board of Supervisors

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made by and between THE BOARD OF SUPERVISORS OF GREENE COUNTY ("County") and THE TWIN LAKES HOMEOWNERS ASSOCIATION ("Twin Lakes HOA"), effective October 1, 2022.

1. **Leased Premises:** The property at 437 Geranium Road, Ruckersville, Virginia, Tax Map Number 49A-32-D-15 shall be leased by the County to Twin Lakes Owners' Association. The property is identified as 1.27 acres +/- of unimproved land (previous home was removed).
 - a. There shall never be a house, building, or other structure on the property as a result of the limitations outlined in the grant from FEMA and noted on the deed.
2. **Term:** The term of this Agreement shall be for seventy-five years and may be renewed at that time.
3. **Uses:** The uses of this property shall be limited by the restrictions listed in the deed. The deed restrictions are incorporated into this MOU agreement. The property shall be maintained in perpetuity as open space for the conservation of natural floodplain functions.
 - a. Such uses may include: parks for recreation, wetlands management, nature reserves, cultivation, grazing, camping, unimproved, unpaved parking lots, buffer zones, and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.
 - b. No new structures or improvements shall be erected on the Property other than:
 - i. Public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. Structure that is compatible with open space and conserves the natural function of the floodplain.
 - c. Prior to the installation of any of the above listed uses, Greene County, the Virginia Department of Emergency Management, and FEMA shall all give approval for the added use.
4. **Rent:** The yearly amount of rent paid to the County shall be equal to the amount of the dues the lot would owe to the homeowners' association. If the Twin Lakes' dues are increased, the rent amount shall also increase to match the annual fee.
5. **Utilities:** There shall be no utilities provided to the lot.
6. **Insurance:** The Twin Lakes HOA agrees to indemnify and hold harmless the County, its officers, employees and representatives, from all claims, suites, responsibility, damage, or liability of any kind for harm to persons or property directly or indirectly arising out of from their use of this Property. Further, the Twin Lakes HOA shall maintain a general liability insurance policy and this property will be included in said policy.

7. **Successors and Assigns:** Except as otherwise provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective heirs, distributees, executors, administrators, successors and assigns.
8. **Governing Law:** This Lease was made in the state of Virginia and shall be governed by and construed in all respects in accordance with the laws of the State of Virginia. Any disputes arising out of this Lease shall be resolved in the Circuit Court for Greene County, Virginia.
9. **Severability:** If any term or provision of the Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
10. **Termination:** If this agreement is terminated for any reason, the result of the termination shall be that the County shall never be obligated to pay the homeowners' association fee.
11. **Notices:** All notices required or permitted hereunder shall be deemed to have been given if mailed in any United States Post Office by certified or registered mail, postage prepaid, return receipt requested, addressed to the County or the Twin Lakes HOA respectively, at the following addresses or to such other addresses as the parties hereto may designate to the other in writing from time to time:

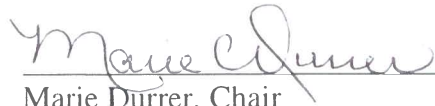
County Administrator
Greene County, Virginia
40 Celt Road
Stanardsville, Virginia 22973

Twin Lakes Homeowners' Association
P.O. Box 2182
Harrisonburg, Virginia 22801

SIGNATURES

County of Greene, Virginia

Twin Lakes Homeowners' Association



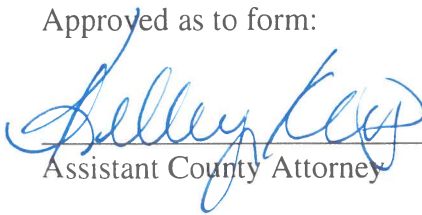
Marie Durrer, Chair
Greene County
Board of Supervisors

Date: _____

By:
Title:

Date: _____

Approved as to form:



Assistant County Attorney

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of September 27, 2022, by and between the GREENE COUNTY BOARD OF SUPERVISORS ("County"), and the TWIN LAKES OWNERS' ASSOCIATION:

WHEREAS, Greene County, Virginia is a political subdivision of the Commonwealth of Virginia; and

WHEREAS, Twin Lakes Owners' Association is a corporation created to provide the organizational framework for the residents and property owners of the Twin Lakes neighborhood; and

WHEREAS, 437 Geranium Road, Ruckersville, Virginia, tax map parcel 49A-32-D-15, is a lot within the Twin Lakes neighborhood and as such is subject to the rules and dues of the neighborhood association; and

WHEREAS, 437 Geranium Road has had significant flooding in the past and as such has been identified by FEMA as being in the flood plain and not suitable land for a structure; and

WHEREAS, FEMA has awarded the County a mitigation grant which will provide a process for the County to apply federal funds to acquire the above listed property and demolish the structure and then preserve the use of the property as open space in perpetuity; and

WHEREAS, the property will be rendered unbuildable in perpetuity and the deed shall reflect this; and

WHEREAS, the County does not wish pay the homeowners' association fees, the County agrees to lease the property to the homeowner's association for open space enjoyment.

NOW, THEREFORE, in consideration of the promises set forth herein and for valuable consideration, the County does hereby contract with Twin Lakes Owners' Association pursuant to the following Terms and Conditions:

TERMS AND CONDITIONS

1. **Leased Premises:** The property at 437 Geranium Road, Ruckersville, Virginia, shall be leased by the County to Twin Lakes Owners' Association.
 - a. The current home on the property shall be demolished and cleaned-up by the County.
 - b. There shall never be a house, building, or other structure on the property as a result of the limitations outlined in the grant from FEMA and noted on the deed.
2. **Term:** The term of this Agreement shall be for an indefinite period of time.
3. **Uses:** The uses of this property shall be limited by the restrictions listed in the deed. The deed restrictions are incorporated into this MOU agreement. The property shall be

maintained in perpetuity as open space for the conservation of natural floodplain functions.

- a. Such uses may include: parks for recreation, wetlands management, nature reserves, cultivation, grazing, camping, unimproved, unpaved parking lots, buffer zones, and other uses consistent with FEMA guidance for open space acquisition, Hazard Mitigation Assistance, Requirements for Property Acquisition and Relocation for Open Space.
 - b. No new structures or improvements shall be erected on the Property other than:
 - i. Public facility that is open on all sides and functionally related to a designated open space or recreational use;
 - ii. Structure that is compatible with open space and conserves the natural function of the floodplain.
 - c. Prior to the installation of any of the above listed uses, Greene County, the Virginia Department of Emergency Management, and FEMA shall all give approval for the added use.
4. **Rent:** The yearly amount of rent paid to the County shall be equal to the amount of the dues the lot would owe to the homeowners' association. If the Twin Lakes' dues are increased, the rent amount shall also increase to match the annual fee.
5. **Utilities:** There shall be no utilities provided to the lot.
6. **Successors and Assigns:** Except as otherwise provided, the covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant, and their respective heirs, distributees, executors, administrators, successors and assigns.
7. **Governing Law:** This Lease was made in the state of Virginia and shall be governed by and construed in all respects in accordance with the laws of the State of Virginia. Any disputes arising out of this Lease shall be resolved in the Circuit Court for Greene County, Virginia.
8. **Severability:** If any term or provision of the Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.
9. **Termination:** If this agreement is terminated for any reason, the result of the termination shall be that the County shall never be obligated to pay the homeowners' association fee.

SIGNATURES

County of Greene, Virginia

Twin Lakes Homeowners' Association



Marie Durrer, Chair
Greene County
Board of Supervisors

Date: 9-27-2022

By:
Title:

Date: _____

Approved as to form:



Assistant County Attorney

LEASE AGREEMENT

THIS LEASE AGREEMENT is made and entered into this 27th day, of September, 2022, by and between GREENE COUNTY, VIRGINIA, hereinafter called the “Lessor”, and GREENE COMMONS GROUP, INC., hereinafter called the “Lessee”.

That for and in consideration of the payments to be made as hereinafter provided, and other good and valuable consideration, the Lessor does hereby let, demise, and lease unto the Lessee:

That certain Property (the “LEASED PROPERTY”) located at 40 Celt Road, Stanardsville, VA 22968 consisting ONLY of the outdoor space around the administration building, defined as the pavilion, stage, amphitheater, open space behind the County Administration building, and the parking lot on a parcel owned by the Lessor and identified as Tax Map Parcel No. 37-A-15.

The terms and conditions of this lease agreement are as follows:

1. Term:

(a) Subject to the terms, provisions and conditions hereof, this lease shall continue in force for a term (“Term”) of three (3) years, beginning the 27th day of September, 2022 and ending on the 27th day of September, 2025.

(b) Option to extend lease term. Lessee may elect to extend the term of the lease past the initial five years by providing, in writing, a request to extend the lease term for one additional year with the same terms and conditions contained in this lease. The lease term may be extended if both parties agree.

2. The Lessee covenants and agrees that for the Term, and any extension thereof, Lessee will pay Lessor rent in the sum of One and 00/100 Dollars (\$1.00) per year, of which payment is due and payable on July 1st of each calendar year. The second rent payment shall be due on the next following July 1.
3. Lessor shall pay for all utilities used in connection with the leased Property and the improvements.
4. The Leased Property shall be used and occupied by the Lessee for a farmers market, concerts, community engagement and other activities appropriate for an outside venue. Lessee agrees to comply with all sign regulations of the County.
5. The Lessor will maintain the property. This includes but is not limited to lawn maintenance, snow removal, debris removal, and general maintenance to the property. Lessee agrees to notify Lessor within 24 hours if there is a hazard or maintenance issue that needs to be rectified.

6. This Lease is only for the covered amphitheater area, stage, parking lot, open grass space behind the building, and farmers market area that are located behind the county administrative offices. The Lessee has no rights as to the county administration building or area outside of the north west corner of the property. Further, the Lessee has rights to use the parking lot, so long as events do not interfere with official government activities (i.e. County employees shall not be inhibited from using the parking lot during the normal course of business). The County reserves the right to leave County owned vehicles in the parking lot during Lessee events.

7. Insurance, Subrogation, Liability, Indemnity, and Waiver.

(a) Lessor shall maintain fire and extended coverage on the Leased Property, in amounts desired by Lessor. Payments for losses thereunder shall be made solely to Lessor. Lessee shall maintain, at its expense, fire and extended coverage insurance on all of its personal property, including removable trade fixtures, located in the Leased Property and on its non-building standard leasehold improvements and all additions and improvements made by Lessee.

(b) Lessee, at its sole cost and expense, shall carry and maintain a policy or policies of comprehensive general liability insurance insuring the Lessee against liability for injury to persons or property occurring in or about the Leased Property or arising out of the maintenance, use or occupancy thereof. The coverage under such insurance shall not be less than one Million Dollars (\$1,000,000) for any one person injured or killed and shall not be less than one Million Dollars (\$1,000,000) for property damage per accident. Such insurance shall be written or endorsed so as to preclude the exercise of the right of subrogation against the Lessor. Said policy shall be issued and maintained by companies authorized to do business in the Commonwealth of Virginia and reasonable to the County Attorney. Said policy shall provide for thirty (30) days written notice of any cancellation to both the Lessee and the Lessor, and copies of said policy shall be at all times on file with the County Administrator. The Lessor shall be named as an additional insured under said policies. The obligations of Lessee under this Section 7(b) shall in no way prejudice or limit the covenants of Lessee under Section 7(c).

(c) Lessee hereby releases and indemnifies and agrees to defend, protect and hold harmless Lessor and Lessor's County's agents, directors, officers, employers, invitees and contractors from and against any and all losses, damages, claims, suits, actions, judgments and costs (including but not limited to reasonable attorney's fees) arising from or in connection with any injury whatsoever, including death and property damage, suffered by Lessee or any of Lessee's directors, officers, employees, agents, invitees, or contractors arising out of or in connection with this Lease Agreement and the use or occupation of the Leased Property, other improvements, sidewalks and street, regardless of how such injury is caused, and whether such injury is caused, occasioned or contributed to, actually or allegedly, by the negligence, sole or concurrent, of Lessor or their County

agents, directors, officers, employees, invitees or contractors. The preceding indemnification shall not apply to injury caused by the gross negligence or willful misconduct of Lessor or their County agents, directors, officers, employees, invitees or contractors.

(d) Lessee agrees that Lessor shall not be responsible or liable to Lessee for any inconvenience or loss to Lessee arising from or in connection with the repair, maintenance, or replacement of any part of Leased Property, or failure to make any such repair, maintenance or replacement except such loss that is caused by the gross negligence or Lessor.

8. The Lessee covenants and agrees that for the Term, and including any extension thereof, the Lessee shall not incur any debt, for which this lease is utilized in any manner.
9. It is understood and agreed that the Lessor may go upon and into the Leased Property at any time for the purpose of constructing, maintaining, or repairing the premises pursuant to the terms hereof, or as deemed reasonably necessary by the Lessor to protect public safety.
10. This lease shall not be assigned, nor will any portion of the leased property be sublet, without the express written consent of the Lessor which may be withheld at Lessor's sole discretion.
11. Any notice under this lease must be in writing and must be sent to the last address of the party to which the notice is to be given, as designated by such party in writing. The designated addresses are the addresses listed in the signature block of this lease. Any change in address during the Term shall be provided in writing.
12. This lease constitutes the entire agreement between Lessor and Lessee relating to the matters mentioned herein, and such lease may not be modified or changed except by written instrument executed by the parties against which enforcement of a change or modification is sought.
13. The performance of this lease by the Lessor, a political subdivision of the Commonwealth of Virginia, is subject to the laws of the Commonwealth of Virginia. Greene County Courts shall have jurisdiction to resolve all disputes arising from this agreement.
14. Notwithstanding the provisions of this lease relating to the term of this lease, the Lessee shall have the right to terminate the lease at any time upon giving to the Lessor 30 days written notice of termination. At the end of the 30 day period, the lease shall be considered terminated and the Lessee shall deliver possession of the property to the Lessor. In such case, the leased property shall be thoroughly cleaned and all trash shall be removed.
15. In the event that the Lessee fails to comply with any of the provisions of this agreement, the Lessor shall notify the Lessee, in writing, by certified mail, of such non-compliance. If the Lessee has not made good-faith efforts to achieve compliance within thirty (30) days of

receipt of said notice, or if the Lessee is not fully in compliance within thirty (30) days of receipt of said notice, the Lessor shall have the right to give the Lessee thirty (30) days written notice of termination of this lease.

WITNESS the following signatures.

LESSOR

GREENE COUNTY BOARD OF SUPERVISORS

By: Marie Durrer

Title: Chair

Address: PO Box 358

Standardsville, VA
22973

LESSEE

GREENE COMMONS GROUP, INC.

By: _____

Title: _____

Address: _____

COMMONWEALTH OF VIRGINIA,
COUNTY OF GREENE, to-wit:

This instrument was executed before me in the jurisdiction aforesaid this 27th day of September, 2022, by Marie Durrer, and _____.

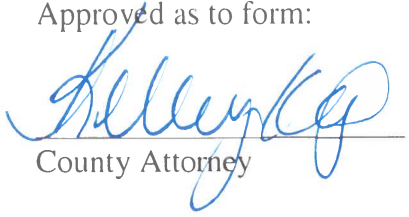
My commission expires: May 31, 2024

Kimberly L. Morris



Notary Public

Approved as to form:


County Attorney

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into as of September 27, 2022, by and between the GREENE COUNTY BOARD OF SUPERVISORS ("County"), and the GREENE COMMONS GROUP, INC.:

WHEREAS the County owns certain real property identified as Tax Map Number 37-A-15 located at 40 Celt Road, Stanardsville, Virginia in Greene County, and more commonly known as "Greene Commons"; and

WHEREAS, the referenced property is directly behind the County Administration building and consists of a pavilion, stage and amphitheater area (hereinafter, "event space") that is used for a farmers' market and other community activities; and

WHEREAS, the County and Greene Commons Group, Inc desire to enter into an agreement whereby Greene Commons Group, Inc. will manage and operate the space known as Greene Commons;

NOW, THEREFORE, in consideration of the promises set forth herein and for valuable consideration, the County does hereby contract with Greene Commons Group, Inc pursuant to the following Terms and Conditions:

TERMS AND CONDITIONS

1. **TERM:** The term of this Agreement shall be for a period of three (3) years beginning on September 27, 2022, and ending on September 27, 2025.

2. **USE OF FACILITIES:**

a. Greene Commons Group, Inc shall manage and operate the Greene Commons for such activities as it determines are appropriate. Should Greene Commons Group, Inc not manage, operate or maintain the event space as required by this Agreement, the County has the right to terminate this Agreement.

b. The County reserves the right to use the event space for County-sponsored public events at its discretion and without a fee. Such events shall be scheduled in cooperation with Greene Commons Group, Inc so as not to conflict with previously scheduled events at the event space.

c. The facilities at the event space shall be made available for private rental pursuant to written guidelines prepared by Greene Commons Group, Inc.

d. Greene Commons Group, Inc may charge a reasonable fee for the use of the event space, and all revenue from said fee(s) shall be used by Greene Commons Group, Inc for operations, maintenance, promotions, and upgrades to the event space.

e. Greene Commons Group, Inc shall create and maintain an events calendar and make

said calendar readily accessible to the general public.

f. Greene Commons Group, Inc may use the restroom facilities at the County Administration Building on Saturday mornings. This will enable the Farmers' Market vendors and customers to have access to a restroom. There may be events held at Greene Commons that require the use of portable restrooms. Greene Commons Group, Inc and the County shall work together to determine the number and placement of the portable restrooms. The cost of these portable restrooms shall be the responsibility of Greene Commons Group, Inc., except in the case of County-sponsored public events.

3. **IMPROVEMENTS:** Greene Commons Group, Inc shall obtain written approval from the County prior to making any major improvements to the event space. The County reserves the right to make improvements to facilities at the event space that will benefit the space in general. The County agrees to coordinate said improvements with Greene Commons Group, Inc.

4. **UPKEEP AND MAINTENANCE:** The County shall be fully responsible for the maintenance and upkeep of the event space, including but not limited to cutting the grass, cleaning roof and gutters of pavilion, trash and debris removal, and snow removal.

5. **CAPITAL IMPROVEMENTS:** Greene Commons Group, Inc may make requests to the County for specific capital improvements. The County has complete discretion on whether to grant these requests. Greene Commons Group, Inc shall not make improvements and then ask the County for reimbursement.

6. **UTILITIES:** Greene County shall be responsible for all utilities required in the use of the event space.

7. **INSURANCE COVERAGE:**

a. **Liability Coverage:** Greene Commons Group, Inc shall at all times indemnify and save harmless the County, its officers, employees and representatives from all claims, suits, responsibility, damage or liability of any kind for harm to persons or property directly or indirectly arising from or in any way related to the exercise by Greene Commons Group, Inc of the rights, privileges, or duties set forth in this Agreement or from the use of the event space by Greene Commons Group, Inc, its agents, employees or invitees.

Greene Commons Group, Inc further shall, at its own cost, keep in force during this Agreement, a general liability insurance policy in a form approved by the County, issued by an insurer qualified to do business in the Commonwealth of Virginia in the following minimum amounts:

One Million Dollars (\$1,000,000.00) for bodily injury or death to any one person and property damages per any one occurrence. Greene Commons Group, Inc SHALL MAKE THE COUNTY A CO-INSURED ON THIS POLICY.

b. **General Insurance Provisions:** The above insurance policies shall provide for 30 days written notice of any cancellation to both Greene Common Group, Inc and the County. GREENE COMMON GROUP, INC SHALL PROVIDE THE COUNTY WITH A COMPLETE COPY OF ITS LIABILITY INSURANCE POLICY AT THE TIME OF EXECUTION OF THIS AGREEMENT AND ALL RENEWALS OR REPLACEMENTS THEREOF WITHIN 30 DAYS OF RECEIPT. Greene Commons Group, Inc shall at all times keep copies of said policy in force on file with the County Administrator.

8. **SIGNAGE FOR EVENT SPACE:**

a. Greene Commons Group, Inc shall place or maintain proper signage on all required areas of the event space as approved by the County.

b. The County will cooperate with Greene Commons Group, Inc on the language and location of the signage so that the signage is acceptable to both the County and Greene Commons Group, Inc.

9. **INSPECTION BY COUNTY:** The County and its agents may (but is not required to) enter the event space at any time and make such inspections or conduct such maintenance or repairs of the event space as the County in its sole discretion deems appropriate.

10. **NON-ASSIGNMENT OF AGREEMENT:** This Agreement shall not be assigned nor may any portion of the event space be made the subject of a subcontract by Greene Commons Group, Inc without the written approval of the County.

11. **NONPROFIT ORGANIZATION AND CORPORATE STATUS:** Greene Commons Group, Inc shall maintain its status with IRS as a 501(c)(3) nonprofit organization and maintain its corporate status in good standing with the State Corporation Commission.

a. Greene Commons Group, Inc. shall make an annual financial report to the Board of Supervisors. The County's Department of Economic Development and Tourism will maintain Greene Commons Group, Inc. financial records.

12. **SAFETY:** Greene Commons Group, Inc shall take all steps necessary to protect the health, safety and welfare of any program participants and visitors to the event space.

13. **TERMINATION:**

Notwithstanding the provisions of Paragraph 1 "AGREEMENT TERM", Greene Commons Group, Inc shall have the right to terminate this Agreement at any time upon giving to the County 30 days written notice of termination. At the end of the 30 day period, the Agreement shall be considered terminated and Greene Commons Group, Inc shall remove all of its property from the event space. In such case, Greene Commons Group, Inc shall thoroughly clean the event space and return it to its original condition.

In the event that Greene Commons Group, Inc fails to comply with any provision of this

Agreement, the County shall have the right to terminate this Agreement upon giving Greene Commons Group, Inc 30 days written notice of termination, and Greene Commons Group, Inc shall remove all of its property from the event space.

This agreement shall automatically terminate if Greene Commons Group, Inc ceases to be a valid incorporated entity under the laws of Virginia.

15. **ENTIRE AGREEMENT:** This document contains the entire agreement between the parties and no additions thereto and no subtractions therefrom shall be valid unless in writing and executed by the parties to this Agreement.

WITNESS the following signatures and seals this the day and year first above written.

GREENE COUNTY BOARD
OF SUPERVISORS


Chairman

GREENE COMMONS GROUP, INC

By:
Title:

Ordinance O-2022-010

AN ORDINANCE ABANDONING STATE ROUTE 645 ("JENNINGS LOOP")

WHEREAS, Route 645, "Jennings Loop," is a public road in Greene County that is just east of the Route 33 and Route 29 intersection in Ruckersville, Virginia; and

WHEREAS, there is a Smart Scale Project to improve the intersection of Route 33 and Route 29 that has changed the intersection and caused a sequence of existing road closures in order for new road access to be built; and

WHEREAS, no public necessity exists for the continuance of a portion of State Route 645 (Jennings Loop) extending south from the intersection with State Route 33 (Spotswood Drive) and the terminus of the public right of way, a total distance of 206.92 feet as a public secondary road, as identified in Exhibit A "Plat Showing Abandonment of Right of Way Adjoining the Lands of Milestone Investment Group, LLC and Haney Family Holdings, LLC Tax Map Parcels 60C-A-25 & 60C-A-29 Ruckersville Magisterial District Greene County, Virginia." Dated June 1, 2022, and prepared by Timmons Group; and

WHEREAS, maintenance of the aforementioned portion of State Route 645 (Jennings Loop) by the Commonwealth of Virginia is no longer necessary or appropriate; and

WHEREAS, Milestone Investment Group and Haney Family Holdings, the property owners that abut the aforementioned portion of Jennings Loop, have filed a petition to abandon Jennings Loop; and

WHEREAS, Milestone Investment Group and Haney Family Holdings will be responsible for preparing and recording the appropriate deeds to reflect the abandonment; and

WHEREAS, the Greene County Board of Supervisors gave notice and duly advertised the intent to abandon the subject road for 30 days in accordance with Virginia Code §33.2-909; and

WHEREAS, the Commissioner of the Virginia Department of Transportation was provided the prescribed notice of this Board's intent to abandon the subject road; and

WHEREAS, upon such public hearing and consideration of all evidence presented, this Board is satisfied that no public necessity exists for the continuance of the aforementioned State Route 645 (Jennings Loop) and hereby deems that 206.92 feet south of Route 33 to the terminus of the right of way, no longer necessary as a part of the Secondary System of State Highways.

NOW THEREFORE BE IT ORDAINED on this 27th day of September 2022 that the Greene County Board of Supervisors, pursuant to Section 33.2-909 of the Code of Virginia 1950 as amended, declares that a portion of State Route 645 (Jennings Loop) extending south from the intersection with State Route 33 (Spotswood Drive) and the terminus of the public right of way, a total distance of 206.92 feet is hereby abandoned.

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

Ordinance O-2022-010

ADOPTED BY THE GREENE COUNTY BOARD OF SUPERVISORS ON SEPTEMBER 27, 2022.

Motion: Dale Herring

Second: Abbey Heflin

Votes:

Durrer: Yes

Lamb: Yes

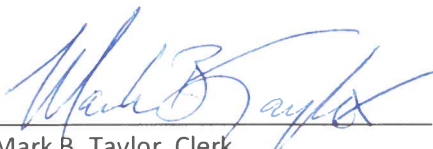
Bowman: Yes

Heflin: Yes

Herring: Yes


Marie Durrer, Chair
Greene County Board of Supervisors

ATTEST:


Mark B. Taylor, Clerk
Greene County Board of Supervisors

**RESOLUTION OF THE BOARD OF SUPERVISORS OF GREENE COUNTY,
VIRGINIA, TO AMEND THE FY 22-23 BUDGET AND APPROPRIATE ONE
MILLION NINE HUNDRED TWENTY-FOUR THOUSAND SEVEN HUNDRED
EIGHT DOLLARS FOR REVENUE AND EXPENSES RELATED TO THE
WATER AND SEWER DEPARTMENT**

WHEREAS, at the July 26, 2022 meeting of the Greene County Board of Supervisors, the Board approved withdrawal from the Rapidan Service Authority; and

WHEREAS, the total expected expenditures and required supplemental appropriation for FY 22-23 exceeds 1% of the county's FY 22-23 budget, which requires a public hearing to amend the budget per Virginia Code Section 15.2-2507 (A);

WHEREAS, the funds in the amount of one million nine hundred twenty-four thousand seven hundred eight dollars (\$1,924,708.00) need to be appropriated to the appropriate line item in the 2022-2023 budget of the County of Greene, Virginia.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Supervisors of the County of Greene, Virginia that one million nine hundred twenty-four thousand seven hundred eight dollars (\$1,924,708.00) be appropriated to 2022-2023 budget of the County of Greene.

BE IT FURTHER RESOLVED that the County Administrator of the County of Greene, Virginia is authorized to make the appropriate accounting adjustments in the budget to do all things necessary to give this resolution effect.

Adopted this 27th day of September, 2022.

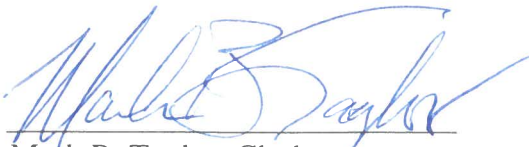
Motion: Steve Bowman
Second: Dale Herring

Recorded Vote:

Steve Bowman	<u>Yes</u>
Marie C. Durrer	<u>Yes</u>
Abbey Heflin	<u>Yes</u>
Dale R. Herring	<u>Yes</u>
Davis Lamb	<u>Yes</u>


Marie C. Durrer, ~~Vice~~ Chair
Greene County Board of Supervisors

ATTEST:


Mark B. Taylor, Clerk
Greene County Board of Supervisors

RESOLUTION OF INTENT TO AMEND ZONING ORDINANCE

WHEREAS, Section 18-1 of the Greene County Zoning Ordinance provides that regulations, restrictions, zones, and boundaries established in this Ordinance may from time to time be amended, supplemented, changed, modified, or repealed by the governing body pursuant to Section 15.2-2285 of the Code of Virginia.

WHEREAS, this resolution is to amend various sections of the text of the Zoning Ordinance, which are listed below, for purposes of correction, modification, and elaboration of the district and general regulations. Amendments are proposed for clarification of intent, the addition of definitions, and the correction of inconsistencies.

- Article 14, Sign Regulations
 - Ensure compliance regarding content-based regulations
 - Enforcement
 - Sign illumination
 - Definitions

WHEREAS, it is desired to amend the Greene County Zoning Ordinance to comply with Virginia Code in order to promote the efficient and effective administration of the County's zoning regulations

NOW, THEREFORE, BE IT RESOLVED THAT for purposes of public necessity, convenience, general welfare, and good zoning practices, the BOARD OF SUPERVISORS hereby adopts a resolution of intent to amend appropriate sections of the GREENE County Zoning Ordinance to achieve the purposes described herein; and BE IT

FURTHER RESOLVED THAT the Planning Commission shall hold a public hearing on the zoning text amendment proposed by this resolution of intent, and make its recommendation to the Board of Supervisors, at the earliest possible date.

BE IT FURTHER RESOLVED that the Board of Supervisors (1) finds that these amendments are in furtherance of the public necessity, convenience, general welfare, and good zoning practice; (2) directs staff to prepare draft amendments for consideration, and (3) directs that the proposed amendments on these matters be brought forward for notice, hearing, Planning Commission recommendation, and Board of Supervisors action.

ADOPTED BY THE GREENE COUNTY BOARD OF SUPERVISORS ON SEPTEMBER 27, 2022.

Motion: Dale Herring

Second: Steve Bowman

Votes:

Durrer: Yes

Lamb: Yes

Bowman: Yes

Heflin: Yes

Herring: Yes



Marie Durrer, Chair

Greene County Board of Supervisors

ATTEST:



Mark B. Taylor, Clerk

Greene County Board of Supervisors