June 28, 2022

County of Greene, Virginia

THE GREENE COUNTY BOARD OF SUPERVISORS MET ON TUESDAY, JUNE 28, 2022, BEGINNING AT 5:30 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, Grants Writer

RE: BUDGET PROCESS WORK SESSION

The Board held a work session to discuss ways to improve the budget process. Ms. Morris shared her current budget schedule with the Board. She shared that, with limited staff, it is difficult to add anything additional to the budget schedule. Mr. Herring said that he liked what Interim County Administrator, Ms. Garton, did with the budget process. He said that she brought Board members in two at a time and went over the budget with them. She also handed out budget books at least a week prior to the first hearing. This allowed Board members to ask questions and have a better understanding of the budget before they started the workshops. He feels there should be a lot more dialogue during the workshops. He said that, even if we can't start the process earlier, the Board should have all of the information earlier. Mr. Lamb agreed. He said that he did not have enough time to go through the book during this budget cycle. Mr. Bowman said that there are things that the Board can do prior to December that Ms. Morris would not have to be involved in such as discussing priorities for the upcoming year. Then the Board would be able to give guidance to Mr. Taylor and Ms. Morris as to what they would like to see. Mr. Bowman said that there are agencies and departments that don't spend all of their money by the end of the year and, if that is an excessive amount, the Board needs to look at why. He feels that the Board should look back over several years and if this pattern is there, the Board should look at the amount of contingency they are allowing. This way, more could be put towards the CIP budget. Mr. Lamb suggested that the Board look at the CIP more than just once per year. Mr. Herring said that the Board should start addressing their goals in July. Mr. Bowman said that if departments have money left at the end of the year, they could assign it to a capital account which is designated for a specific project. This way, the department wouldn't feel like they had to rush to spend the money at the last minute, because they would be able to keep it and designate for a bigger project. Mr. Herring said that the projects would have to be part of the CIP. Mr. Bowman agreed. The Board discussed zero based budgeting and program budgeting. Mr. Herring said that the Board should start holding Town Hall Meetings so that the public could ask questions and share their ideas with the Board. Mr. Lamb suggested that Ms. Morris should work closely with Treasurer Deal to watch the cash flow and perhaps be able to start investing again. Ms. Morris said that we currently have no money invested. Mr. Bowman suggested that a staff member be added that would deal with the strategic financial planning, long-term investments, the CIP, etc. and would work closely with the Commissioner of Revenue and the Treasurer. Mr. Taylor agreed that we will need to add a staff person for FY24 that can look at the needs of the County on a multi-year horizon. Mr. Bowman agreed. He said that the Board should be thinking about budgeting for the future, not just on an annual basis. Mr. Taylor shared an excerpt from another localities' budget that showed the use of trend analysis and financial forecasting. He said that he feels that this is something that could be accomplished by a new budget position for our County. Mr. Bowman said that this was the exact kind of thing he wanted to see. He feels that we should have a plan for all of the future growth that is coming. He feels that planning like this would be a full-time job. Ms. Heflin suggested that the county consider hiring consultants. She also asked that there be a breakdown of revenues, as well as expenditures, in future budget cycles. Ms. Heflin also suggested the idea of an EMS tax where the amount collected would be designated for emergency services. She feels that citizens would be more understanding of a specialized tax rather than just an increase in their real estate tax. Mr. Taylor said that you could advertise on the tax bill what each penny of the collected tax is designated for. Mr. Bowman said that some localities use a picture of a one- dollar bill and show slices of it and what each represents. Mr. Herring said that he hopes that we move forward with these suggestions because he feels the Board is making progress with the budget process. Ms. Heflin offered her assistance in any way that Mr. Taylor sees fit. She said that she could come in and create graphics, etc.

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 the Jefferson Madison Regional Library Board of Trustees.

- Consultation with legal counsel pertaining to actual or probable litigation, where such consultation in open meeting would adversely affect the negotiating or litigating posture of the public body concerning the Charlottesville Land case.

- Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel concerning RZ22-002.

WHEREAS, pursuant to: §2.2-3711(A)(1) (A)(7) and (A)(8) 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 aforestated 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 Dale Herring, second by Davis 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

RE: APPOINTMENT OF MARTHA LEDFORD TO THE JEFFERSON MADISON REGIONAL LIBRARY BOARD OF TRUSTEES

Upon motion by Abbey Heflin, second by Dale Herring and unanimous roll call vote, the Board appointed Martha Ledford to the Jefferson Madison Regional Library Board of Trustees for a 4-year term which will expire on June 30, 2026.

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 Steve Bowman 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. Brittany Bornstein was present to ask the Board to consider prolonging the reassessment process as long as possible due to the high inflation rate and the personal property taxes.

Ms. Gwen Baker was present to speak to the Board regarding tax relief for the elderly and disabled and for our veterans. She said that there are no links on the Commissioner of Revenue's page to help citizens with these tax relief programs. She recommended advertising these programs in the paper from October through December so that citizens were aware that they exist. She also spoke about the Pearson's Appraisal contract and asked that, if it is approved, the County consider an MOU with the citizens saying that you understand the hardships they are facing and that the rate will be equalized and it will not be more than 45%. She said that this decision should not be discussed by Mr. Taylor or Mr. Frydl, but it should be discussed by the County Attorney.

Mr. Greg Pumphrey was present to ask the Board to reconsider conducting a reassessment at this time because he feels it's immoral to tax people's property. He said that the Board members are putting hardship on the citizens in a very real way.

RE: CONSENT AGENDA

Ms. Heflin requested that the approval of the reassessment contract be taken separately from the rest of the consent agenda.

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

a. Minutes of previous meeting
b. Approval of reassessment contract – Pearson's Appraisal (See Attachment "A")
c. Resolution to approve the Secondary Six Year Plan that was adopted on June 14, 2022 (See Attachment "B")

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

Motion carried.

Ms. Heflin said that her house currently assessed at $100,000 more than she purchased it for. She asked the Board to consider putting off the reassessment for a year to help the citizens. She said that she does not feel that one year would be that big of a deal. Mr. Lamb said that he is also against conducting a reassessment at this time. Mr. Herring explained that the Board could equalize the tax rate on the newly assessed values and that this situation would actually benefit the citizens where their home values would increase but their real estate taxes would not. He explained that changing the frequency of the reassessments could prove to be very detrimental as the increases could be significant. Ms. Durrer reminded everyone that, after a reassessment, if you're not happy with the value, you do have the chance to go before the Assessor and then the Board of Equalization to plead your case. Mr. Bowman and Ms. Durrer shared the same sentiment in that, if the Board changed the frequency, it would be much worse for citizens. Ms. Heflin said that she is only proposing changing it for the current year. She said that it can go back to every two years after this.

Upon motion by Dale Herring, second by Steve Bowman and affirmative roll call vote, the Board approved the reassessment contract with Pearson's Appraisal as presented.

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	No
	Davis Lamb	-	No

Motion carried.

RE: Public Hearing to consider a request from Kenneth Tatum/Crimson Rock Capital, LLC to rezone 40 acres (a portion of an 84.94 acre parcel) from R-1, Residential to A-1, Agricultural, located at 514 Celt Road, Stanardsville

Mr. Frydl shared the request from Kenneth Tatum/Crimson Rock Capital, LLC to rezone 40 acres of an 84.94 acre parcel from R-1 to A-1. Mr. Frydl shared that this public hearing is only for the Board to decide whether or not this rezone would fit the comprehensive plan or not and whether it would be appropriate for the particular parcel. He explained that the second public hearing this evening would be for the Special Use Permit request for tourist lodging. Mr. Frydl explained the definition of tourist lodging and the uses that would be permitted per the Zoning Ordinance. He also explained that each primary use is accompanied by a range of accessory uses. He used the Greene Hills Club as an example of an accessory use with its bar and restaurant, which is allowed as an accessory to its primary use which is outdoor recreation. They also have a pool, which is an accessory use, as well. Mr. Frydl shared the concept plan, an aerial view of the property, and the current zoning of the parcel and those surrounding it. He said that one of the key notes in the vision statement of the Comprehensive Plan is encouraging tourism. He also shared some of the goals from the Town of Stanardsville. He said that we want to create an environment that promotes economic vitality through tourism, gives new opportunities for our existing businesses and new businesses, adds employment and increases local tax revenues and encourages travelers to get off the main roads and stop to spend some time, and more importantly, some money in Greene County. He said that Stanardsville is primed for rebirth and regrowth with all of the investments they are making in the Town. They just need the activity that encourages any type of business that's going to promote and provide people access to the Town so that businesses have customers and more people can enjoy the things the Town has to offer. Mr. Frydl explained that the parcel currently has enough division rights for 124 lots that could be developed by right. He shared a slide that showed Oxford Hills, a by right development in Ruckersville, that has become just roads, grass and houses, which is a significant environmental impact. Mr. Frydl shared the impact analysis for traffic, water and sewer and school children.

Mr. Matthew Woodson was present to state that there is a lot of passion involved with this project, but reminded everyone that we are all friends, family and neighbors, and that we should treat each other with respect and civility. He said that, over the last year, Sojourner's has spoken with many citizens who support this project. Some said that they just did not support it at the previous location. He said that the applicant is present this evening to bring forward the same project for Board consideration, but on a different property, which overcomes some of the concerns of the previous application.

Mr. Andy Murphy shared his presentation with the Board, focusing on things that were new and different than his presentation for this project when it was proposed in Mutton Hollow. He said that they believe this project is consistent with the Greene County Comprehensive Plan, as well as the 2025 Tourism Strategic Plan. He said that they plan to promote Greene County as a destination and raise the tourism impact. They plan to invest at least $400,000 in marketing on an annual basis. Mr. Murphy shared the same three commitments from his previous presentation and said that they are still in place. He spoke about what a typical glamping customer is like to try to calm fears of loud, rowdy customers. Most of the customers are couples, with and without children who are seeking peace in nature. He shared the statistics of The Getaway, a glamping facility already located in Greene. He said that they stay booked most of the time with price ranges from $180 - $350 per night. He said that this is the third best performing of all of their nine locations. Mr. Murphy explained that Greene County does not have enough accommodations to satisfy weddings that are held in our area, forcing guests to stay in surrounding localities. He would like to see all of that money and tax revenue stay in Greene. He shared the property's location and characteristics. He shared that the 124 by-right homes translate to 496 bedrooms. He is only asking for 218, making this a far less intense use. He said that the restaurant and spa would be open for public use, even if not staying on the property. He explained that it would be the same as Lydia Mountain Lodge with their restaurant, Bear Appetit. Mr. Murphy said that he has been in touch with the Department of Forestry and, if the project is approved, they would work together to identify any conservation or wildlife habitat issues and address those accordingly. Residents of Greene Mountain Lake had voiced concerns about the Blue Run stream that feeds their lake and he shared that this property is about 83 acres of the 4500-acre catchment and said that they will be good stewards of the land so as to not adversely affect the lake. Mr. Murphy said that his tents and other structures will look and feel like part of the landscape and that he would keep them from the floodplain. He showed the emergency access on Southard Road and a path to the cemetery on the property. He explained that the plan for this entire part of the property is pedestrian only. He said that if the capacity of the property doesn't allow a certain level of use, they will reduce the plan to fit what the property can support. He showed where the camp store, electric cart storage, offices, parking, the restaurant and the pools and playgrounds will be located. He also shared the adult pool area, where couples without children could be. Mr. Murphy said that he believes this project can be a catalyst for the revitalization of Stanardsville. He has the support of Mayor Lowe and Alan Pyles because of the business it will bring into Stanardsville. He shared the jobs that this project would create and how he would love to create internship programs for the youth of Greene County in collaboration with the Greene Tech Center. Mr. Murphy shared that this project will produce at least $723,00 a year in taxes and will increase over time to $3.8 million. He said that the County can reap the benefits of sales tax, meals tax and TOT. He feels that this income could be used to help fund positions for the Sheriff, EMS and fire. Mr. Murphy also reiterated that they would make guaranteed purchases from local suppliers to help preserve the rural agriculture of the County. He said that they will support local service businesses as well. He said that they feel like the conditions in the SUP will mitigate most of the perceived impacts and that this location is far better from a traffic perspective. He said that the nearby entrance was approved for more than 1000 car trips per day and that they are only looking at 309 when at max capacity. The goal will be to support this property with septic and wells, but there is public water on the other side of

Route 33 that they are looking into. If the capacity is not there for either water or septic, the plan will be adjusted accordingly. He said that Sojourner's is committed to being a long-term partner with Greene County.

Mr. Lamb asked about insecticides and pesticides running into Greene Mountain Lake. Mr. Murphy said that their intent is to use Virginia native species that will not require a pesticide. He said that if you use native species, you will have no need for pesticides, herbicides or fertilizers. He feels these are bad for the environment and bad for human beings and it will not be something they use. He said that he's more concerned about the runoff coming from the properties above this one.

Ms. Heflin asked how family members will be able to access the cemetery. Mr. Murphy said that if someone wished to visit the cemetery, they would notify Ms. Woods and himself so that the gate would be open. In the case of a funeral, they would have access and would be provided a quiet and peaceful way to pass through the property. Ms. Heflin said that she does not like that. She said it seems like a barrier. Mr. Murphy said that they would just need some notice and they would accommodate anyone wishing to visit the cemetery. Mr. Lamb said that he has to get permission to visit his great-grandfathers grave as it is on someone's farm. Mr. Murphy said that is the standard practice for Virginia.

The public hearing was opened. There were 40 speakers. 30 spoke against the rezone, 8 spoke in favor of it and two of the speakers were no longer present.

People who spoke against approval of the rezone stated some of the following reasons:

- property should remain residential
- environmental impacts
- ecological impacts
- keep the area rural
- family cemetery on the property
- spot zoning
- water table
- emergency services impacts

People who spoke in favor of the rezone stated some of the following reasons:

- tax revenue
- land preservation
- retaining rural character
- buy, promote and hire locally
- economic benefits for all local businesses
- revitalization of Town of Stanardsville

Mr. Bowman asked Ms. Kemp to clarify whether or not the Board is violating any parts of the Zoning Ordinance or if they are doing something illegal with this hearing. Ms. Kemp said that what the Board is doing is legal. She explained that it is a two-step process. The principal use would be tourist lodging or glamping and the accessory uses would be the pool, restaurant, spa and camp store. Those uses would not be allowed as stand-alone uses. Mr. Bowman said that he wants to ensure the fact that the Board is not doing anything to violate our Zoning Ordinance if they choose to pass this. He wants to be sure the process has been handled correctly. Ms. Kemp explained that the rezone is its own thing and the special use allows the Board to put conditions on the tourist lodging applications and look at them on an individual basis. She said that this is legal. It's simply just being done in two steps. Mr. Lamb asked Ms. Kemp to further explain accessory uses. Ms. Kemp said that accessory uses are considered on a case-by-case basis. She shared an example of a swimming pool, which would be a standard accessory use for a house or a country club, but probably not for a gas station. She said that it is fact specific and dependent on the kind of project. The Board continued to have discussion about tourist lodging and the uses allowed and not allowed per our ordinance.

Mr. Herring said that he does not believe that the traffic generated by this project will be a hinderance. He said that he had received a lot of questions as to why the applicant came back. He said that a lot of people, as well as some Board members, said that they really like the project, but did not believe that Mutton Hollow was the appropriate location and it is the applicant's right to come back. He said that Piedmont Environmental Council has said that they are in opposition to this project, but their website says they conserve land, create thriving communities, strengthen rural economies and celebrate historical resources. He said that if we want to maintain our rural heritage and our farmland, we must give farmers a place to sell their products. He said that approving this rezone will minimize the impact on the schools. He asked Ms. Kemp if the rezone is denied, will that negate the pubic hearing for the SUP. Mr. Kemp said that is correct.

Ms. Heflin said that the intent of this rezone goes against all sound zoning principles. She said that it is not suitable due to the proximity to R1.

Mr. Bowman said that he has thought long and hard about this. When he ran for office, he said that he did not want to see more subdivisions because he wanted to maintain the rural character and provide farmers and others an opportunity to use their property in the ways they wanted to and in the way they could make money. He said that he has seen similar situations where things were turned down and they ended up being subdivisions. He said that he will reluctantly support this project.

Ms. Durrer said that she will agree with Mr. Herring and Mr. Bowman. She said that she has lost sleep over this decision, but she will support this, as well.

Upon motion by Dale Herring, second by Steve Bowman and affirmative roll call vote, the Board approved the rezone request as submitted. (See Attachment "C")

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	No
	Davis Lamb	-	No

Motion carried.

RE: Public hearing to consider a request from Kenneth Tatum/Crimson Rock Capital, LLC for a Special Use Permit for tourist lodging for 144 units with accessory uses to include a restaurant, pool, spa and a meeting facility located at 514 Celt Road, Stanardsville

Mr. Frydl said that there is no additional information for consideration.

Ms. Durrer called a 10-minute recess

The public hearing was opened. There were 25 speakers. Several that had signed up to speak left before this public hearing. 20 spoke against approval of the SUP. 5 spoke in favor of approval of the SUP. The reasons for against were the same as stated in the previous public hearing.

Ms. Heflin apologized to Ms. Litton, the current tenant on the property. She asked staff and the Sojourner representatives why the Board was not notified that there was a current renter on the property. She said that this is insane. She said that this completely goes against our zoning laws.

Mr. Bowman asked if staff knew that someone was living on the property. Mr. Frydl said that he knew there was a house on the property but did not know whether it was occupied or not.

Ms. Durrer asked the applicant if they still planned to dedicate 1% of their revenue towards a project that would benefit the citizens of Greene County. Mr. Murphy said that was still their commitment. Mr. Murphy also addressed Ms. Litton and said that he sees no reason that she cannot remain in her home through the end of her lease. He apologized to her for the people who trespassed and made her feel uncomfortable.

Upon motion by Davis Lamb, second by Abbey Heflin and affirmative roll call vote, the Board moved to deny the request for a special use permit as presented.

Recorded vote:	Marie Durrer	-	No
	Dale Herring	-	No
	Steve Bowman	-	No
	Abbey Heflin	-	Yes
	Davis Lamb	-	Yes

Motion lost.

Upon motion by Dale Herring, second by Steve Bowman and affirmative roll call vote, the Board approved the request for a special use permit for tourist lodging with accessory uses as presented. (See Attachment "D")

Recorded vote:	Marie Durrer	-	Yes
	Dale Herring	-	Yes
	Steve Bowman	-	Yes
	Abbey Heflin	-	No
	Davis Lamb	-	No

Motion carried.

Ms. Durrer called for a 5-minute recess.

RE: BOARD LIAISON REPORTS

Mr. Bowman said the he attended the Planning Commission meeting on the 15^{th}. He said that they reviewed the Parks and Recreation element of the Comprehensive Plan. He said that he feels there has been minimal input from citizens on the Comprehensive Plan and that disturbs him as that is an opportunity for people to alter the direction of the County, if that's what they want to see. They also spoke about a rezone at Route 29 and Route 33 for a convenience store with fuel pumps.

Mr. Herring said that the Thomas Jefferson Planning District Commission had a meeting to approve the Housing Preservation grant which is about $230,000. This grant will help to repair and rehab homes. He said that the Emergency Services Advisory Board met this past Tuesday. The Barboursville fire chief was there and they are offering mutual aid and assistance. He said that this is a temporary fix that we are grateful for. He said that they also had a conversation regarding recruitment and retention. They discussed reimbursing volunteers for gas use in their personal vehicles. He shared that Ms. Kaitlyn Schmidtt has graduated the Virginia Forensic Science Academy at the top of her class. She is the second person from Greene to graduate. He also shared that the areas that were challenged by CenturyLink in the broadband grant project are going to be put back in, if approved, because CenturyLink was unable to reach an agreement. This means that CVEC will cover those areas which will give us greater broadband coverage than we anticipated.

Mr. Lamb said that he will attend the Culpeper Soil and Water meeting tomorrow.

RE: COUNTY ADMINISTRATOR REPORT

Mr. Taylor shared the lease agreement that the County has with Feeding Greene, Inc. for the property located behind the courthouse. He said that the time has come to give Feeding Greene, Inc. the county's decision on the intent to purchase the property.

Upon motion by Dale Herring, second by Steve Bowman and unanimous roll call vote, the Board directed the County Administrator to exercise the option to purchase the property from Feeding Greene, Inc.

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

Motion carried.

Mr. Taylor also shared with the Board the option of keeping the current Public Officials Liability Insurance policy or switching that policy to VACorp, which is where all of the County's other insurance policies are held. The policy offered by VACorp is much richer than the one we currently have. The Board discussed the differences between the two policies and directed Mr. Taylor to switch the policy to VACorp.

Mr. Taylor shared an email received from Rappahannock Electric by the schools about some very steep increases that will be affecting their monthly bill. He said that the County had not yet received that notice, but expects that we will.

Mr. Taylor said that a letter had been sent to Mr. Shannon Dean regarding a communication that he had with Mr. Bowman about litter in his yard. The letter offers Mr. Dean a miniature version of the Adopt-A-Highway Program, where he could get the recognition for keeping the area litter free, as well as free bags and disposal of the waste.

Mr. Taylor shared that he is gathering all of the information as to what assets RSA has in Greene County. He said that he has taken pictures of everything as a benchmark for what we expect to see when we close out the transition. Mr. Bowman asked if the people that we hire will prepare operational protocols and procedures for every step of the operation that we have. Mr. Taylor said that is the expectation. He said they will start with existing conditions, priority lists for maintenance items that need to be caught up on and then establish protocols for our standard of operability going forward.

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

Mark B. Taylor, Clerk
Greene County Board of Supervisors

Board of Supervisors
June 28, 2022
Attachment A

RECEIVED

JUL 1 8 2022

GREENE COUNTY
ADMINISTRATOR

CONTRACT
for
APPRAISAL SERVICES

THIS CONTRACT, made and entered into this 28th day of June, 2022, by and between County of Greene, Virginia, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as "the County"), and Pearson's Appraisal Services, Inc. (hereinafter referred to as "Pearson" or "the Company").

WITNESSETH:

WHEREAS, pursuant to Virginia Code §58.1-3252, the Greene County Board of Supervisors has voted to carry out a general reassessment review of locally taxable and tax-exempt real estate in the County; and

WHEREAS, Pearson submitted a cost proposal for the services requested; and

WHEREAS, the Greene County Board of Supervisors has voted to award the reassessment review contract to Pearson; and

WHEREAS, the County and Pearson have reached an agreement for the Company to provide such services to the County and the parties desire that such agreement be reduced to writing.

NOW, THEREFORE, it is mutually agreed by and between the parties as follows:

I. SCOPE OF SERVICES

A. The Basic Services shall be performed by the Company in accordance with the terms of this Contract and shall consist of the following services:

i. A full Multiple List Service (MLS) review of all 2021 and 2022 sales.

The MLS review will include all properties that closed or that are offered for sale through November 2022. Corrections will be made to the existing tax office data from the MLS data to include correction of square footage, bath counts, major renovations, heating and air, large outbuildings, and additions.

ii. Pearson will conduct a geographic information system (GIS) review of 10,400 parcels using aerial imaging to locate improvements not previously assessed.

iii. Pearson will conduct an onsite review of approximately 200 commercial and industrial properties including updating commercial rates using Marshall & Swift cost manuals with local geographic adjustments and CoStar data.

iv. Pearson will update the existing residential rates and depreciation tables

v. Pearson will complete a detailed sales study by district and subdivision

vi. Pearson will generate, print, and mail reassessment review notices

vii. Pearson will conduct the informal value appeal hearings and generate, print, and mail the change or no change notices resulting from the informal appeal

II. RESPONSIBILITY OF PARTIES

A. COMPANY RESPONSIBILITIES

1. The Company shall be solely responsible for coordination of the Project, including the work of the Company, the Commissioner of the Revenue and the County Administrator. If the Company becomes aware of any delay or problem that may hinder coordination among the various entities, the Company shall immediately notify the County's project manager and take appropriate action to keep the Project on schedule.

2. The Company represents and warrants that its services will be performed in a manner consistent with generally accepted appraisal standards and practices and that it is familiar with all

federal, state, and local laws, regulations, codes, and standards that are applicable at the time the Company renders its professional services. Should the Company fail to comply with applicable laws, regulations, codes, and standards, the Company hereby agrees to bear all resulting costs, including, but not limited to, the full cost of correcting its documents and the cost of changing the affected documents of the County.

4. The Company agrees to supply data entry personnel. The Company will supply the appraisal staff with normal tools of the trade, such as calculators, measuring tapes, and transportation.

5. The Company agrees to cooperate with the Commissioner of the Revenue's Office in assessing new construction and property splits during the reassessment, so as to avoid duplication of effort or omission by both offices.

B. COUNTY RESPONSIBILITIES

1. The County shall furnish to the Company one (1) complete set of the County's tax maps, showing the aerial photo overlay and access to any other pertinent data currently on hand in the County Real Estate Office, Community Development Office or Building Official's Office.

2. The County agrees to furnish adequate office space located within the County Office Building or reasonable proximity thereto. Adequate parking will also be furnished within a reasonable proximity of the Reassessment Office. Filing cabinets, all office furniture, miscellaneous office supplies, and telephone service, with a minimum of three lines, will be furnished. Adequate hardware and software will be supplied by the County, including maintenance and daily backups. Pearson will not be held responsible for any delays as a result of hardware or software problems of any kind supplied by the County.

3. The County shall have the right to require the Company to remove from the Project any

person the County, in its discretion, considers to be unqualified or negligent, or the County, in its discretion, considers guilty of any misconduct in the performance of his duties. Any such person so removed shall not again be employed on the Project.

III. FEES

A. Pearson will complete all appraisal review and clerical work for a total fee of One Hundred Twenty Three Thousand Dollars ($123,000.00).

B. In addition to the cost of the parcel review, the County will pay Pearson Four Hundred and Fifty Dollars ($450.00) per day or Forty Dollars ($40.00) per permit to measure and list new construction for taxation.

C. In addition to the cost of the parcel review, the County will pay Pearson Four Hundred and Fifty Dollars ($450.00) per day to defend any court appeals.

D. In addition to the cost of the parcel review, the County will pay Pearson Four Hundred and Fifty Dollars ($450.00) per day or Forty Dollars ($40.00) per parcel to field visit and list any discovery of previously unlisted real property improvements.

E. Statements will be submitted monthly, based on the number of parcels reviewed as of the billing date.

F. The County assumes full responsibility for clerical assistance and all other costs for the Board of Equalization.

IV. TIMETABLE/SCHEDULE OF WORK

Time is of the essence in this Contract. Notwithstanding any provision of the Contract Documents to the contrary, the Company agrees to complete all appraisal review services and to transmit final copies of all files to the Commissioner of the Revenue no later than March 31, 2023.

Execution and delivery of this Contract by the County shall constitute notice for the Company to proceed.

V. INSURANCE AND INDEMNIFICATION

A. The Company agrees to indemnify, defend and save harmless the County, its officers, agents, and employees, from and against any and all demands, actions, causes of action, damages (whether direct, indirect, incidental or consequential costs, losses, claims, and expenses [including reasonable attorney's fees]) of any and every kind arising out of any and all acts, errors, or omissions of the Company, its subcontractors, agents, or employees, in performing services under this Contract.

B. The Company shall secure and maintain at its cost such insurance as will protect it and the County from claims under worker's compensation acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or of any person other than its employees; claims for damages because of injury to, or destruction of, tangible property, including loss of use resulting therefrom; and claims arising out of the performance of professional services caused by any errors, omissions, or negligent acts for which it is liable. Commercial liability insurance limits of $1,000,000 for each occurrence and $2,000,000 in the aggregate will be maintained by Pearson.

VI. TERMINATION

A. This Contract may be terminated by the County upon the substantial failure of the Company to perform in accordance with all the terms herein, provided that the Company's failure to perform is through no fault of the County and shall continue for thirty (30) days after written notice thereof from the County specifying the nature and extent of such default.

This Contract may be terminated by the Company upon the substantial failure of the

County to perform in accordance with all the terms herein, provided that the County's failure to perform is through no fault of the Company and shall continue for thirty (30) days after written notice thereof from the Company specifying the nature and extent of such default.

B. The County agrees to pay the Company for services rendered through the date of termination or suspension, based upon the percentage of the Company's services completed as of the date of termination. Such payments shall be paid by the County upon the Company's delivery to the County of all data, drawings, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Company in performing the services included in this Contract, whether completed or in progress. All amounts payable shall be subject to the County's right of offset.

VII. MISCELLANEOUS

A. The Company represents that all persons performing services herein are employees or agents of the Company. Such personnel shall not be employees of, nor have any contractual relationship with, the County, nor shall they hold themselves out as, or claim to be, officers or employees of the County. The Company further agrees that in the performance of its services hereunder, it shall be acting as an independent contractor and not as agent of the County.

B. Any legal action brought by either party to this Contract shall be subject to the exclusive jurisdiction of the Circuit Court of Greene County, Virginia and shall be brought only in such court. This Contract shall be governed by the laws of the Commonwealth of Virginia.

C. Discrimination: During the performance of this Contract, the Company agrees as follows:

(1) The Company will not discriminate against any employee or applicant for employment because of race, religion, color, national origin, sex, or sexual orientation, except where religion,

sex, sexual orientation or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Company. The Company agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

(2) The Company, in all solicitations or advertisements for employees placed by or on behalf of the Company, will state that the Company is an equal opportunity employer.

(3) Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The Company will include the provisions of the foregoing subparagraphs (1), (2), and (3) in every subcontract or purchase order over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

D. Non-appropriation: All funds for payments after June 30 of the current fiscal year are subject to the availability of a County appropriation for this purpose. In the event of non-appropriation of funds by the County Board of Supervisors for the items under this Contract, the County will terminate this Contract on July 1, of the then current fiscal year. In the event funding for the payment of invoices is subject to the availability of federal or state funding and such federal or state funding is not made available, this Contract may be terminated effective the date of non-availability of funds for those items dependent on such funds.

E. This Contract represents the entire and integrated Contract between the County and the Company and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both the County and the Company.

F. The Commissioner of Revenue, or a designee, shall be the County's project manager, and have sole authority to administer the terms of this Contract, and to execute amendments to the Contract after consultation with the County Attorney.

G. The County and the Company each binds itself, its partners, successors, and assigns to the other party to this Contract and to the partners, successors, and assigns of such other party, in respect to all covenants contained in this Contract. The Company shall not assign, sublet, or transfer any part of its interest in this Contract without the prior written consent of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the date aforesaid.

COUNTY OF GREENE, VIRGINIA

By: Mark B. Taylor
Mark B. Taylor, County Administrator

Approved as to Form:

____
County Attorney

PEARSON'S APPRAISAL SERVICES, Inc.

By: Fred W. Pearson
Fred W. Pearson, Owner/Manager

and have sole authority to administer the terms of this Contract, and to execute amendments to the Contract after consultation with the County Attorney.

G. The County and the Company each binds itself, its partners, successors, and assigns to the other party to this Contract and to the partners, successors, and assigns of such other party, in respect to all covenants contained in this Contract. The Company shall not assign, sublet, or transfer any part of its interest in this Contract without the prior written consent of the County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract on the date aforesaid.

COUNTY OF GREENE, VIRGINIA

By: [signature]
Mark B. Taylor, County Administrator

Approved as to Form:

[signature]
County Attorney

PEARSON'S APPRAISAL SERVICES, Inc.

By: Fred W. Pearson
Fred W. Pearson, Owner/Manager

RESOLUTION

WHEREAS, Section 33.2-331 of the 1950 Code of Virginia, as amended, provides the opportunity for each County to work with the Virginia Department of Transportation in developing a Secondary Six Year Road Plan; and

WHEREAS, this Board had previously agreed to assist in the preparation of this Plan, in accordance with the Virginia Department of Transportation policies and procedures, and participated in a public hearing on the proposed Plan (2022-23 through 2027-28) as well as the Construction Priority List (2022-23) on June 14, 2022 after duly advertised, so that all citizens of the County had the opportunity to participate in said hearing and to make comments and recommendations concerning the proposed Plan and Priority List; and

WHEREAS, Carrie Shepheard, Resident Engineer, Virginia Department of Transportation, appeared before the Board and recommended approval of the Six Year Plan for Secondary Roads (2022-23 through 2027-28) and the Construction Priority List (2022-23) for Greene County;

NOW, THEREFORE, BE IT RESOLVED that since said Plan appears to be in the best interests of the Secondary Road System in Greene County and of the citizens residing on the Secondary System, said Secondary Six Year Plan (2022-23 through 2027-28) and Construction Priority List (2022-23) are hereby approved as amended.

ADOPTED BY THE GREENE COUNTY BOARD OF SUPERVISORS ON JUNE 28, 2022.

Motion: Dale Herring
Second: Steve Bowman

Votes:

Heflin: Yes
Durrer: Yes
Bowman: Yes
Herring: Yes
Lamb: Yes

Marie Durrer, Chair
Greene County Board of Supervisors

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

O-2022-006

AN ORDINANCE TO REZONE APPROXIMATELY 40 ACRES OF AN 84.94-ACRE PARCEL ON TMP# 37-(A)-67 KENNETH TATUM/CRIMSON ROCK CAPITAL, LLC FROM R-1, RESIDENTIAL TO A-1, AGRICULTURAL. (RZ#22-002)

WHEREAS, §15.2-1427 and §15.2-1433 of the Code of Virginia, 1950, as may be amended from time to time, enable a local governing body to adopt, amend and codify ordinances or portions thereof; and

WHEREAS, §15.2-2280, §15.2-2285, and §15.2-2286 of the Code of Virginia, 1950, as amended, enables a local governing body to adopt and amend zoning ordinances; and

WHEREAS the Planning Commission advertised and held a public hearing on the proposed rezoning on, June 15, 2022, and all of those who spoke on this topic were heard; and

WHEREAS, the Planning Commission voted 5-0 to recommend approval of the request to rezone the subject property; and

WHEREAS, public necessity, convenience, general welfare, and/or good zoning practice support denial of this rezoning; and

WHEREAS, the Greene County Board of Supervisors caused to be published a notice of public hearing on this matter in the Greene County Record on June 16, and June 23, 2022, and

WHEREAS, the full text of this request was available for public inspection in the Greene County Administrator's Office, County Administration Building, 40 Celt Road, Stanardsville, Virginia 22973; and

WHEREAS, on June 28, 2022, the Greene County Board of Supervisors held a public hearing on this matter and all of those who spoke on this topic were heard. At which time, the Greene County Board of Supervisors deferred action for further clarification

NOW, THEREFORE, BE IT ORDAINED, that the Greene County Board of Supervisors hereby approves Ordinance O-2022-006 to rezone approximately 40 acres of an 84.94-acre parcel on TMP# 37-(A)-67, Kenneth Tatum/Crimson Rock Capital, LLC from R-1, Residential to A-1, Agricultural. (RZ#22-002)

O-2022-006

ADOPTED BY THE GREENE COUNTY BOARD OF SUPERVISORS ON JUNE 28, 2022.

Motion: Dale Herring
Second: Steve Bowman

Votes:

Durrer: Yes

Lamb: No

Bowman: Yes

Heflin: No

Herring: Yes

Marie C Durrer
Marie Durrer, Chair
Greene County Board of Supervisors

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

O-2022-007

AN ORDINANCE (O-2022-007) GRANTING A SPECIAL USE PERMIT (SUP22-003) KENNETH TATUM/CRIMSON ROCK CAPITAL, LLC. REQUESTS A SPECIAL USE PERMIT FOR TOURIST LODGING FOR 144 UNITS, AND ACCESSORY USES TO INCLUDE A RESTAURANT, A POOL, A SPA, AND A MEETING FACILITY. THE PARCEL IS TMP# 37-(A)-67, LOCATED AT 514 CELT ROAD, AND HAS APPROXIMATELY 84.94 ACRES. THE GREENE COUNTY FUTURE LAND USE MAP DESIGNATES THIS PARCEL AS A "RURAL AREA "(SUP22-003)

WHEREAS, §15.2-1427 and §15.2-1433 of the Code of Virginia, 1950, as may be amended from time to time, enable a local governing body to adopt, amend and codify ordinances or portions thereof; and

WHEREAS, §15.2-2280, §15.2-2285, and §15.2-2286 of the Code of Virginia, 1950, as amended, enables a local governing body to adopt and amend zoning ordinances; and

WHEREAS, on June 15, 2022, the Greene County Planning Commission held a public hearing on this matter, and all of those who spoke on this topic were heard; and

WHEREAS, on June 15, 2022, the Greene County Planning Commission voted 5-0 to recommend to the Board of Supervisors approval of the request to grant the Special Use Permit (SUP) with conditions; and

WHEREAS, the Greene County Board of Supervisors caused to be published a notice of public hearing on this matter in the Greene County Record on June 16, 2022, and June 23, 2022; and

WHEREAS, the full application was available for public inspection in the Greene County Administration Building, Room 226, 40 Celt Road, Stanardsville, Virginia 22973; and

WHEREAS, on June 28, 2022, the Greene County Board of Supervisors held a public hearing on this matter and all of those who spoke on this topic were heard.

NOW, THEREFORE, BE IT ORDAINED by the Greene County Board of Supervisors, in accordance with Article 16-2 of the Greene County Zoning Ordinance, public necessity, convenience, general welfare, and good zoning practice, Ordinance O-2022-07 is approved with the following conditions (SUP#22-003):

1. The site must be developed in general accordance with the concept plan labeled exhibit A.
2. The site must not be developed with more than 144 tourist lodging units (as indicated in exhibit A).
3. The internal living space of the tourist lodging units must be limited to 550 square feet for 1-bedroom units, 800 square feet for 2-bedroom units, and 1,200 square feet for 3-bedroom units. The 3-bedroom units will not be more than 20% of the units and 2-bedroom units will not be more than 40% of the units.
4. The recreation barn must not exceed 6,000 square feet
5. The restaurant structure must not exceed 6,000 square feet, of which 3,000 square feet are for the guest seating area.
6. The spa structure must not exceed 5,500 square feet.
7. The reception/camp store must not exceed 6,000 square feet.
8. The back of the house structure must not exceed 7,000 square feet. Additional structures for storage, utility infrastructure, maintenance/mechanical facilities, and similar back of house accessory structures may be located within the site and shall be reasonably sized for the specific use, as reasonably determined by the Zoning Administrator at the site plan stage.

9. Structures associated with the playground area (kids club, indoor playground, and similar areas) shall not exceed 7,000 square feet.
10. The site must have a 20' landscape buffer, maintained and/or established, around the entire perimeter of the property lines. The buffers must consist of a mix of native trees and shrubs.
11. To provide recreational opportunities to the guests, the facility must include pools and playgrounds as shown in exhibit A.
12. All primary and accessory uses must require a setback yard of 50' from the side and rear property lines and a setback yard of 100' from Celt Road.
13. The resort will have strict evening/morning quiet hours (10:00 p.m.-7 a.m.) that will be enforced by on-site staff. Any events after those hours will be indoors.
14. On-site staff must be required at all times when guests are present at the facility.
15. The facility will not permit the projection or amplification of sound outside by guests at any time, and will not conduct any outdoor amplified music during quiet hours.
16. To reduce the adverse effects of stormwater runoff, the project will meet all local and state stormwater regulations.
17. Before site plan approval, as required by State Code, the septic system(s) must be designed by a licensed engineer and then permitted by VDH. The water system will qualify as a transient public water system and as such must be permitted and regulated by the VA Department of Health Office of Drinking Water before site plan approval.
18. The facility will engage with the Virginia Department of Forestry to develop and operate based on a Forest Stewardship Plan.
19. The facility will use smokeless firepits for outdoor fire enjoyment.
20. All internal roadways on the property will be designed to accommodate emergency vehicles, as determined by the Emergency Services Director.
21. A 5,000-gallon water storage facility will be located on-site to support any fire suppression activities.
22. The exterior of all tourist lodging structures must be muted earth-toned colors, and black-out canvas in the tents must be provided to prevent light from passing through.
23. To ensure public, safety, and welfare, an onsite employee must be certified in CPR/First Aid.
24. An Automated External Defibrillator must be provided at all common space facilities.
25. Post-development tree cover must be equal to 75% of the pre-development conditions and must be shown on the required site plan. All new vegetation must consist of native trees and shrubs.
26. A 50' riparian buffer must be maintained on the perennial stream.
27. External refuse receptacles will be bear-proof, using the same systems used by the National Park.
28. If the facility offers golf carts for internal transportation, the carts must be electric.
29. The site plan shall include the minimum parking required under Article 16-8 of the Greene County zoning ordinance.
30. The outdoor lighting shall comply with Article 19 of the Greene Zoning Ordinance.
31. The facility signage shall be consistent with the regulations in Article 14-2-8.1 of the Greene County zoning ordinance.

ADOPTED BY THE GREENE COUNTY BOARD OF SUPERVISORS ON JUNE 28, 2022.

Motion: Dale Herring
Second: Steve Bowman

Votes:

Durrer: Yes

Lamb: No

Bowman: Yes

Heflin: No

Herring: Yes

Marie C Durrer ATTEST: Mark B Taylor

Marie Durrer, Chair
Greene County Board of Supervisors

Mark B. Taylor, Clerk
Greene County Board of Supervisors