

NOTICE OF PUBLIC MEETINGS

DATE	TIME	EVENT/PLACE **	PERSONS ATTENDING
Sept 19	5:30 p.m.	VACo REGION 9 MEETING	All Members
Sept 21	8:30 a.m.-12:00 p.m.	HOUSEHOLD HAZARDOUS WASTE DAY	
Sept 23	9:30 a.m. 11:00 a.m. 1:30 p.m.	ECONOMIC DEVELOPMENT COMMITTEE EMERGENCY SERVICES COMMITTEE STAFF BRIEFING	Garber & Bragg Garber & Wells All Members
Sept 24	8:30 a.m. 7:00 p.m.	DEPT OF SOCIAL SERVICES AUGUSTA COUNTY EMERGENCY SERVICES	Garber & Wells
Sept 25	7:00 p.m.	BOS MEETING	All Members
Sept 26	4:00 p.m. 7:00 p.m.	LIBRARY BOARD BROADBAND COMMITTEE	Carter Carter & Pattie
Oct 1	10:00 a.m.	MPO POLICY BOARD	Coleman
Oct 3	8:00 a.m. 1:30 p.m.	BZA STAFF BRIEFING BZA	
Oct 7	1:30 p.m. 1:30 p.m.	CMPT AUGUSTA COUNTY SERVICE AUTHORITY	Bragg, Shull & Wells
Oct 8	1:30 p.m. 7:00 p.m.	GART PLANNING COMMISSION	
Oct 9	3:00 p.m. 3:00 p.m. 7:00 p.m.	LOCAL EMERGENCY PLANNING COMMITTEE ORDINANCE COMMITTEE BOS MEETING	Bragg & Shull All Members
Oct 11	8:30 a.m.-12:00 p.m.	PARTNERING SESSION	
Oct 15	10:00 a.m. 10:00 a.m. 2:00 p.m. 5:30 p.m.	HEADWATERS SOIL & WATER CONSERVATION DIST. VALLEY PROGRAM FOR AGING SERVICES JAIL AUTHORITY BOARD MEETING CAP-SAW	
Oct 16	7:00 p.m.	PARKS & RECREATION COMMISSION	Coleman
Oct 17	9:00 a.m. 11:00 a.m.	ELECTORAL BOARD-L&A TESTING ECONOMIC DEVELOPMENT AUTHORITY	
Oct 21	9:30 a.m. 11:00 a.m. 1:30 p.m.	ECONOMIC DEVELOPMENT COMMITTEE EMERGENCY SERVICES COMMITTEE STAFF BRIEFING	Garber & Bragg Garber & Wells All Members
Oct 22	8:30 a.m.	DEPT OF SOCIAL SERVICES	
Oct 23	7:00 p.m.	BOS MEETING	All Members
Oct 24	7:00 p.m.	BROADBAND COMMITTEE	Carter & Pattie

M E M O R A N D U M

September 19, 2019

TO: Augusta County Board of Supervisors

FROM: Timothy K. Fitzgerald, County Administrator

SUBJECT: **STAFF BRIEFING, MONDAY, SEPTEMBER 23, 2019, 1:30 p.m.**
Board Meeting Room, Government Center, Verona, VA

ITEM NO.	DESCRIPTION
	* * *
S/B-01	<u>VDOT (SEE ATTACHED)</u> Report by VDOT.
S/B-02	<u>ECONOMIC DEVELOPMENT (SEE ATTACHED)</u> Report by Staff.
S/B-03	<u>FIRE AND RESCUE (SEE ATTACHED)</u> Report by Staff.
S/B-04	<u>VERONA ELEMENTARY SCHOOL LEASE AGREEMENT (SEE ATTACHED)</u> Discuss the Verona Elementary School lease agreement.
S/B-05	<u>TRANSPORTATION ALTERNATIVE PROGRAM (SEE ATTACHED)</u> Discuss the Transportation Alternative Program Resolution for the Verona pedestrian project.
S/B-06	<u>DUPONT-WAYNESBORO NATURAL RESOURCE DAMAGE ASSESSMENT AND RESTORATION SETTLEMENT (SEE ATTACHED)</u> Discuss the resolution endorsing the recreational fishing access grant application.
S/B-07	<u>LEGISLATIVE SERVICES CONTRACT RENEWAL (SEE ATTACHED)</u> Discuss the contract renewal.
S/B-08	<u>AUGUSTA COUNTY COURTHOUSE (SEE ATTACHED)</u> Discuss the agreement for purchase of property.
S/B-09	<u>STUARTS DRAFT PARK</u> Discuss infrastructure funding for scope of work/design of sun shades.

Funding Source: South River Infrastructure 80000-8016-94 \$4,000.00

S/B-10

RIDGEVIEW DRIVE SIGNAGE

Discuss funding for Ridgeview Drive digital speed limit signs.

Funding Source: South River Infrastructure 80000-8016-93

S/B-11

PLANNING COMMISSION/PUBLIC HEARING (SEE ATTACHED)

- 1) Discuss proposed conservation easement for David Lee or Patricia F. Simmons, (tax map 004-48A and 004-100) for property within ½ mile of Augusta County owned Natural Chimneys Park. The Planning Commission recommends approval.
- 2) Discuss various ordinance amendments for public hearing.
- 3) Discuss short-term rental ordinance amendments.

S/B-12

WAIVERS

S/B-13

MATTERS TO BE PRESENTED BY THE BOARD

S/B-14

MATTERS TO BE PRESENTED BY STAFF

S/B-15

CLOSED SESSION (SEE ATTACHED)

VDOT Report
September 23, 2019

Mr. Wells (Beverly Manor)

- RTE I-81/RTE 262 Interchange Exit 225 – conducting traffic engineering review of operational conditions at the northbound I-81 exit ramp to RTE 262, relating to queuing on the ramp and U-turns on RTE 262. Traffic data secured; analysis in progress.
- RTE 794 (Sanger's Lane) – Additional directional signage near Balsley Rd Intersection is to be installed. This will be completed as soon as the new signs have been made. Update – signs have been installed.
- RTE 1463 (Whispering Oaks Dr) – 25 MPH speed limit sign has been installed for traffic entering from Old Greenville Road.
- RTE 612 (Laurel Hill Rd) – radius repairs at intersections along I-81 area have been scheduled for later in the summer.
- RTE 649 (Round Hill Dr) - Drainage concerns are being reviewed and Environmental Permit will be requested.
- Phase 2 Secondary System mowing is continuing until complete.
- RTE 1401 (Jolivue Subdivision) - Pipe replacements and asphalt scratching scheduled to begin on various routes by the end of September
- RTE 250 (Rowe Rd) – Boom axe operations of the west side slope from RTE 738 to Staunton CL has been scheduled for the Fall during Fall brush cut operations.
- RTE 1427 (Rowe Rd) Emergency cross pipe replacement has been completed.

Dr. Pattie (North River)

- RTE 680 (Burketown Rd) – Planning to install horse crossing warning signs at the Bridgewater College Equestrian Center.
- RTE 742 (Willow Spout Rd) – Rural Rustic project has been completed.
- RTE 753 (Nash Rd) - Rural Rustic project has been completed.
- RTE 910 (Wampler Rd) - Rural Rustic project still on track to be completed by the Fall.
- RTE 739 (Moffett Branch Rd.) - Slope remediation repair on Moffett Branch is scheduled to be reviewed by Environmental for possible repairs this Fall.
- RTE 732 (Middle River Rd.) - Slope repairs have been reviewed and work will be scheduled in dryer weather.
- RTE 626 (Berry Farm Rd) - Asphalt scratching has been completed. Centerline striping has been completed.
- RTE 781 (Bald Rock rd) - Asphalt scratching has been completed. Centerline striping has been completed.
- Grading and placing stone on non-hard surface roads as weather permits.
- 2nd Phase of mowing operations on Secondary has begun on RTE 747 in the Mt. Solon area.
- RTE 11 (Lee Hwy) - Pipe replacement south of the intersection of RTE 646 (Fadley Rd) has been completed.
- RTE 804 (Salem Church Rd) - Boom axe operations for sight distance has been completed. Also on RTE 732 (Roman Rd) at the intersection of RTE 804.
- RTE 746 (Todd Rd) - Shoulder shaping and stabilization has been completed south of RTE 616.
- RTE 754 (Badger Rd) - pot hole repairs over culvert scheduled to be completed in the last week of September.
- RTE 835 (Hotchkiss Rd) – Ditch line repairs and clean-out will be scheduled once Environmental permit is obtained.

Mrs. Bragg (South River)

- RTE 1525 (Ridgeview Dr.) – Post Mounted Speed Display signs – Working on coordination with the County on permitting, purchasing and installation. PMSD sign to be selected, acquired, and installed.
- RTE 610 (Howardsville T’Pike) – Continue to monitor drainage issues since completion of recent project. Erosion control devices (silt fence) scheduled to be removed by the end of September.
- Ridgeview subdivision asphalt resurfacing has been completed.
- RTE 639 (Wayne Ave) – Existing conditions base map has been completed. A coordination meeting with the County will be scheduled to discuss improvement scenarios.
- RTE 250, Exit 99 - Traffic engineering investigation of operational conditions at the intersection of the I-64 exit ramp with RTE 250 is being conducted. Traffic volume and crash data have been secured, analysis is in progress.
- 2nd Phase of mowing operations on the secondary’s is nearing completion.
- RTE 842 (Horseshoe Circle) - Large 24” CMP pipe replacement in two locations has been completed. Asphalt scratching has been completed. Replacement of third location of 36” CMP scheduled to be completed by the end of October.
- RTE 814 (Love Mtn Rd) – Ditch line cleanout scheduled to be completed by the end of September.

Mr. Garber (Middle River)

- RTE 612 (Crimora Rd) from RTE 608 (Battlefield Rd) to RTE 782 (Barnhart Rd) asphalt resurfacing scheduled to begin in October.
- RTE 2011 (Triangle Drive) – Asphalt scratching operations will be scheduled by the end of September, weather permitting.
- RTE 340 (East Side Hwy) – Safety improvement project in development for a length of 6.9 miles from 0.3 mile north of RTE 612 at Crimora to RTE 861 (Teter Rd) just south of Grottoes. Project to include pavement widening, guardrail replacement, and rumble strips. Tentative advertisement date Fall 2020 with construction in 2021.
- Grading and placing stone on non-hard surface roads are being addressed as needed.
- RTE 825 (South River Rd) – Boom axing and brush spraying scheduled in September to go through the winter. Pipe replacement scheduled for the first week of October.
- RTE 778 (Patterson Mill Rd) – Replacement of 2 crossline pipes has been scheduled for the 2nd week of October.
- RTE 616 (Dam Town Rd) - Old construction silt fence has been removed.
- RTE 616 (Dam Town rd) – Pipe replacement of 24”CMP scheduled for the last week of September.
- RTE 750 (Keezletown Rd) – centerline pot holes are scheduled for skin patch repairs in September.
- 2nd Phase of mowing operations on Secondary are nearing completion and should be completed by the end of September.

Mrs. Carter (Pastures)

- RTE 254 (Parkersburg Tpke) – speed zoning/sight distance review being conducted in area from Rt 612 (Frog Pond Rd) to Rt 262.
- RTE 250 (Hankey Mountain Hwy) – Speed zoning review being conducted on Rt 250 between Rt 715 (Braley Pond Rd) and Rt 716 (West Augusta Rd) and on Rt 629 (Deerfield Valley Rd) on approach to Rt 250 – citizen request. Data secured, preparing engineering report.
- RTE 250 (Hankey Mountain Hwy) - Shoulder widening operation still on schedule for implementation by the end of Fall
- RTE 250 (Hankey Mtn Hwy) - from RTE 715 (Braley Pond Rd) to East of RTE 728 (Stover Shop Rd) asphalt resurfacing and shoulder stone placement has been completed.
- RTE 42 (Little Calf Pasture Hwy) - Asphalt resurfacing from the Rockbridge County Line to north of Craigsville scheduled to be completed by the end of September.
- RTE 876 (Swoope Rd) - Shoulder repairs have been scheduled.
- RTE 703 (Hewitt Rd) – Asphalt scratching has been completed.
- RTE 254 (Parkersburg Turnpike) – Safety improvement project in development for a length of 5.8 miles from Buffalo Gap Store to RTE 612 (Frog Pond Road) to include pavement widening, guardrail replacement, and rumble strips. Plan to advertise late 2019 with construction in 2020.
- RTE 806 (Boy Scout Ln) – Preliminary Engineering for Rural Rustic Project has begun.
- 2nd Phase of mowing operations on the Secondary are nearing completion and should be completed by the middle of October.
- Grading and placing stone on non-hard surface roads as weather permits.

Mr. Coleman (Wayne)

- RTE 794 (Sangers Lane) – Drainage improvement and pipe installation under Environmental review for obtaining permit. Project planned for this fall due to tree cutting restriction. Construction staking to be completed this month.
- RTE 640 (Goose Creek Rd) – Speed study being conducted from Rt 285 (Tinkling Spring Rd) to Rt 834 (Hickory Hill Rd). Field data has been collected, analysis is underway, and preliminary report in preparation.
- RTE 642 (Barren Ridge Rd) – Construction operations are continuing for the Rural Rustic project with anticipation of Tar & Gravel placement on the first 1,000 feet by the 3rd week of September with completion of entire roadway by the end of October.
- RTE 796 (Kiddsville Rd) –Asphalt scratching and leveling from RTE 795 to RTE 608 scheduled to be completed by the end of September. Asphalt leveling over new installed box culvert has been completed.
- RTE 640 (Old White Bridge Rd) - Milling and Asphalt resurfacing from RTE 250 to RTE 795 still scheduled to be completed by the end of September or early October, weather permitting.
- RTE 1323 (Wyndam Hill Dr) – Pothole repairs and asphalt scratching will be completed by the end of Summer.
- RTE 254 (Hermitage Rd) – pothole repairs west of RTE 640 has been completed.
- 2nd Phase of mowing operations on the Secondary is nearing completion and should be completed by the end of September.
- RTE 642 (Barrenridge rd) - Boom axe operation has been completed on the Rural Rustic project.
- RTE 792 (Indian Mound Rd) Boom Axe operation at the intersection with RTE 254 will be completed by the 3rd week of September.
- RTE 640 (Old Goose Crk Rd Ext) –Roadside ditch repairs have been completed.
- Grading and placing stone on non-hard surface roads will continue as needed.

Mr. Shull (Riverheads)

- RTE 11 (Lee Jackson Hwy) – Schedule meeting to discuss revised pavement markings near RTE 666 for next year’s pavement overlay.
- RTE 608 (Cold Springs Rd) – Ditch maintenance near Zink’s Hill has been completed.
- RTE 252 (Middlebrook Hwy) - Asphalt resurfacing from RTE 693 to Staunton City Limits scheduled for October, weather permitting.
- RTE 842 (Horseshoe Circle) - Replacement of 36” triple barrel pipe has been cleared by environmental and scheduled for replacement in October, weather permitting.
- RTE 608 (Cold Springs Rd) – Environmental permit has cleared, will be scheduling pipe replacement and ditch clean out by the Fall at the intersection with RTE 666 (Lofton Rd).
- RTE 831 (Old White Hill Rd) - ditch clean out and pipe flushing should be completed by the end of September.
- RTE 608 (Cold Springs Rd) - Asphalt scratching is continuing from the Rockbridge Co. Line to RTE 652 (Wilda Rd) as weather permits.
- RTE 710 (Mill Ln) - Rural Rustic project trees have been removed. Grading, construction and pipe replacement scheduled to begin by this Fall.
- RTE 11 (Lee Jackson Hwy) - Tree removal at Charlie Obaugh car dealership has been reviewed and scheduled for removal this fall. 2nd Phase of mowing operations on the Secondary is nearing completion and should be completed by the end of September.
- Grading and placing stone on non-hard surface roads as weather permits.

Economic Development Monthly Report for August 2019

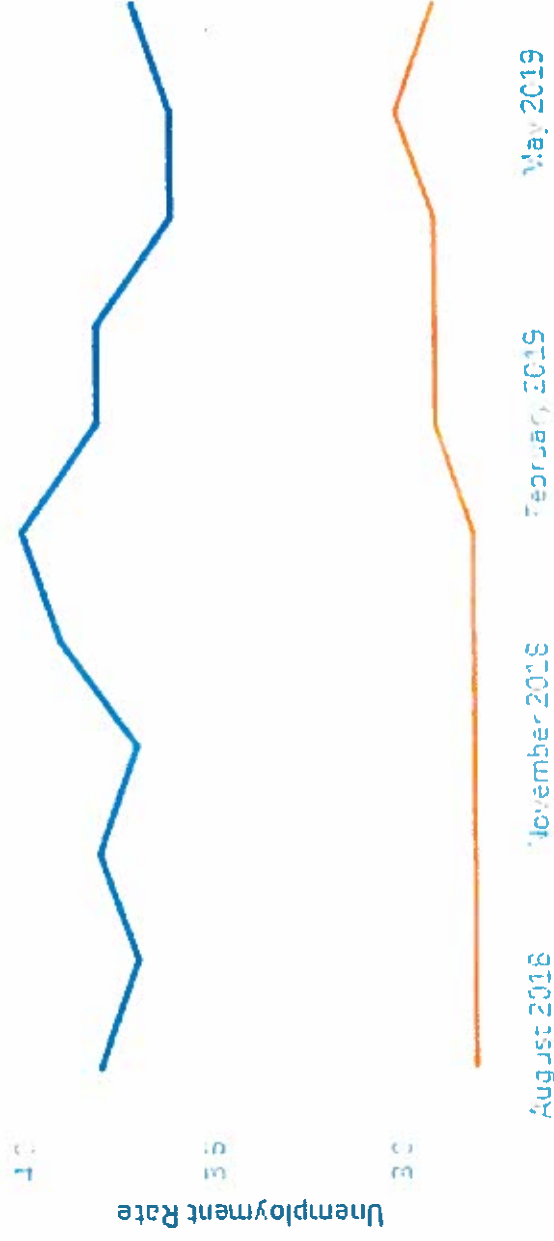
Unemployment Rate
Business Licenses Issued
Prospect Generation
Mill Place Commerce Park
Economic Development Authority
Partner Agency Interaction
Shenandoah Valley Partnership
Tourism Highlights
Marketing Initiatives & Special Projects
Media



Unemployment Rate

United States Virginia

Seasonally Adjusted Unemployment Rate

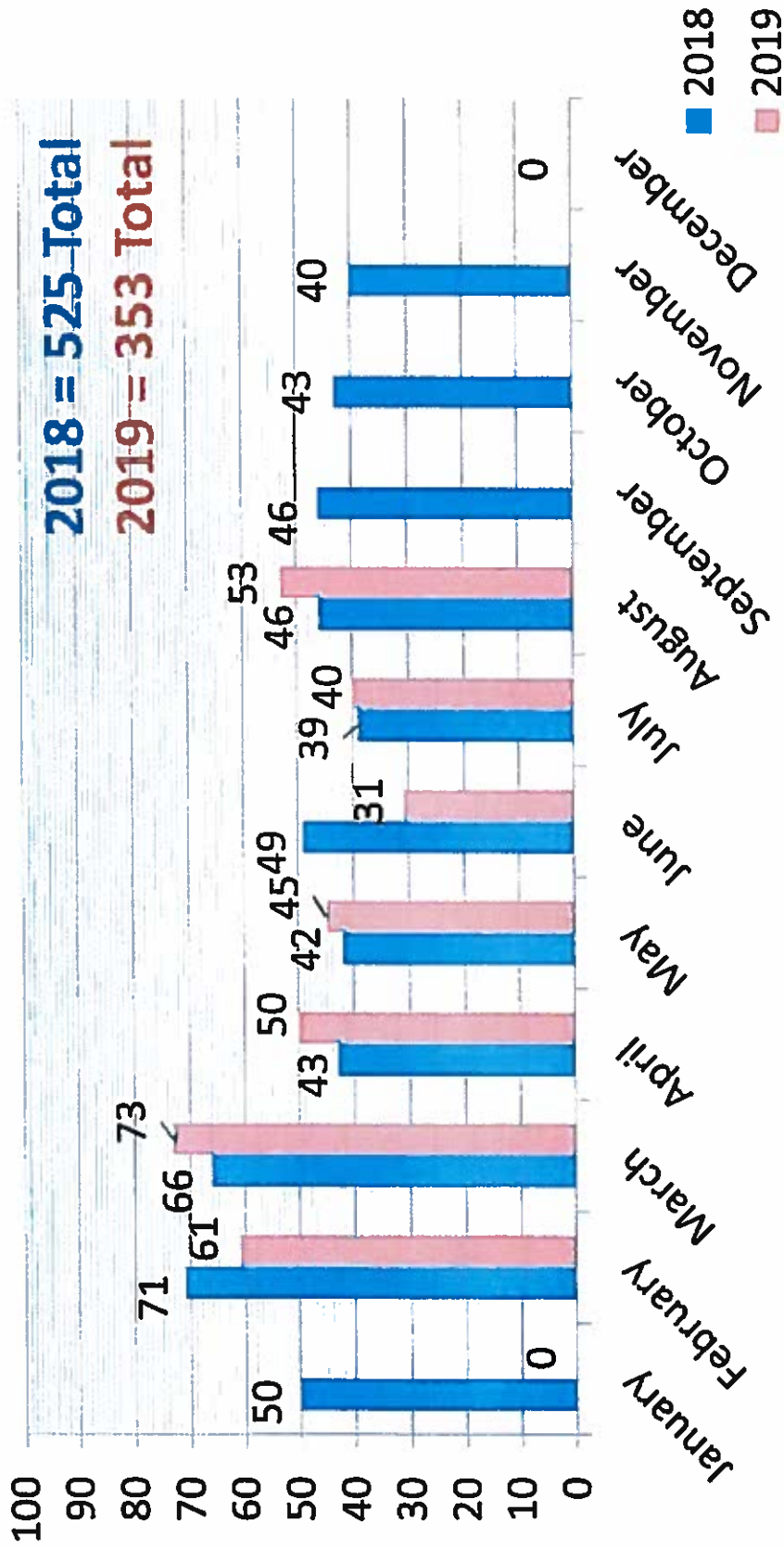


July 2.4%

Labor Force:
38,296
Employed:
37,362
Unemployed:
934



Business Licenses Issued



Prospect Generation (CY 2019)

Qualified Lead: Companies with a future project or relocation plan with which Augusta County is engaged

Prospect Visit: Companies that have visited Augusta County

	2019 YTD	Goal	Prior Year
	Total	2019	2017
Marketing Missions/Farm Tour	1	1	2
Outreach VEDP		1	1
Total Outreach		2	3
Leads/SVP/VEDP	4	12	12
Leads/Other	10	12	12
Total Leads	14	24	24
Prospect Visits/SVP/VEDP		2	3
Prospect Visits/Other	5	2	1
Total Prospect Visits	5	4	4
	4	4	4
Expansion Projects	3	3	4
New Company Locations	1	1	
Capital Investment	\$120,100,000	\$75,000,000	\$21,512,000
Jobs Created	140	150	84
Jobs Retained	0		34

*Projects (YTD):

	Investment	Jobs Created	Jobs Retained
Flow Beverages	\$ 15,500,000	51	
The Hershey Company	\$ 104,000,000	65	
Stable Craft - Wine/Cider Expansion	\$ 200,000	6	
Penny Plate	\$ 400,000.00	18	



Economic Development Authority

(Meetings occur quarterly starting in July – July, October, January, and April – unless a special, called meeting is needed)

- Last meeting: March 21, 2019
- Next regular meeting: Likely October, date TBD, 2019 @ 11am

Remember to refer people to the
Augusta Small Business Loan Fund



Partner Agency Interaction

- VEDA
 - Executive Committee (8/1, 8/13)
 - Fall Conference Planning Call (8/9)
 - Leadership Retreat (8/15-8/16)
- Shenandoah Valley Tourism Partnership
 - Monthly Meeting (8/1)
 - Committee Conference Calls (8/15)
- VEDP Site Characterization Webinar (8/21)
- GART
 - Photo Shoot (8/2)
 - Beerwerks Monthly Meeting (8/13)
- Public Relations Council Lunch (8/27)
- Existing Business Visits
 - Flow, Ball



Shenandoah Valley Partnership Update



- Marketing Strategies Sub-Committee 8/16
 - Two Site Selector newsletters sent in May and August
- VEDP Products Team Tour 8/27
 - Included tours of ComSonics and Flow



Marketing Initiatives & Special Projects

- Facebook Pages
 - 278 “likes” and growing as of September ‘19
- “The Current View” Electronic Monthly Newsletter
 - List includes 321 names as of September ‘19
 - 52% open rate for August newsletter
- Upcoming:
 - “Base marketing” materials
 - Local site readiness program
 - Quality of Life/Tourism Fulfillment piece



People of Augusta



- Upcoming Profiles:
 - Gardner Family, Valley Pike Farm Market
 - Nesselrodt Family, Local Family



Marketing Initiatives - Recent Media

- Augusta County says Trails at Mill Place sees visitors often, *WHSV* (August 1)
- Flow Alkaline Spring Water Makes Plans for Sustainable, Explosive Growth with US Expansion, *PR Newswire* (August 1)
- Verona trail project earns statewide recognition, *News Virginian* (August 4)
- Things to do in the Shenandoah Valley of Virginia, *backroadplanet.com* (August 4)
- Augusta County-based Bloomaker moving production of bulbs to its county headquarters, *News Leader* (August 8)
- Floral Business in Augusta County Planning Multi-Million Dollar Expansion, *nbc29* (August 9)
- Bloomaker brings production in-house in Augusta County, *Augusta Free Press* (August 9)
- Bloomaker to bring production in-house, ship nearly 1 million amaryllis bulbs, *News Virginian* (August 13)
- Mill Place is now a Tier 4 certified site, what does that mean for Augusta County?, *News Leader* (August 15)





AUGUSTA COUNTY FIRE-RESCUE

County Government Center
18 Government Center Lane
P.O. Box 590, Verona, VA 24482

Main Office Line: (540) 245-5624 - Fax Line: (540) 245-5356
www.co.augusta.va.us

AUGUSTA COUNTY FIRE-RESCUE REPORT August 2019

- ☛ Fire Agency Dispatches 642 (468 Incidents)
- ☛ Rescue Agency Dispatches 988 (836 Incidents)
- ☛ Total Combined Dispatches 1630 (1304 Incidents)
- ☛ 64 Combined Dispatches Turned Over to Next Due Agencies, 31 due to being on another call

Chief Dave Nichols

- Working with IT, ECC, and staff to manage AVL project
- Conducted promotional process for Fire-Rescue Lieutenant
- ACFR has received new EMS / Medic Unit
- Staff worked with Community Development on Stuarts Draft small area plan
- ACFR staff worked Augusta County Fair booth

Lieutenant Minday Craun

- Continued to work with New Hope Fire to finalize their PIP
- Attended the Officers Association Work Session-Created Job Descriptions, Workers Comp Guidelines, and By Laws
- Attended Mass Casualty Incident I & II Training
- Worked with Time Clock vendor on updating our processes

Training Division

- ACFR Recruit School – 10 students (1106 hours)
- EMT – 12 students (399 hours)
- EMS CE – 62 students (182 hours)
- ACFR Station Training – 57 students (90 hours)
- Protocol Training – 2 students (7 hours)

Division Commander Greg Schacht

- VDOT, VSP, and heavy wrecker company on interstate response
- Met with Finance and Contractor on Verona VFD project
- Attended the Ribbon Cutting at BRCC new Science building
- Attended two day Peer Support Mentor Class
- Met with Shenandoah Valley Juvenile Center on emergency plan

Division Commander Jeff Hurst

- Truck 11 @ Goodman for Corrosion issues and KME plans to come there to fix other issues
- New Engine should be ready in mid-February 2020
- Working with Atlantic Emergency to standardize annual service on equipment
- Parts on Order to repair E111 from crash
- Countywide hose and ladder testing Sept 9-18

MONTHLY REPORT FOR 2019

FIRE & RESCUE COMPANIES	January	February	March	April	May	June	July	August	September	October	November	December	Total Calls	% of Fire or Rescue Total	% of Combined Total
	Monthly Calls	Monthly Calls	Monthly Calls	Monthly Calls	Monthly Calls	Monthly Calls	Monthly Calls	Monthly Calls	Monthly Calls	Monthly Calls	Monthly Calls	Monthly Calls			
Staunton - SS1	11	12	4	8	19	5	12	10					81	1.58%	0.62%
Staunton - SS2	9	4	8	2	5	5	7	4					44	0.86%	0.34%
1 - Waynesboro	12	9	18	22	11	10	12	7					101	1.97%	0.77%
2 - Deerfield	7	4	7	4	3	3	6	6					40	0.78%	0.31%
3 - Middlebrook	16	14	24	19	9	17	22	12					133	2.60%	1.02%
4 - Churchville	17	19	24	18	21	27	39	15					180	3.52%	1.38%
5 - Weyers Cave	54	37	33	52	52	36	50	53					367	7.17%	2.81%
6 - Verona	58	55	61	63	81	68	78	72					536	10.47%	4.11%
7 - Squares Draft	42	36	52	41	38	33	40	37					319	6.23%	2.44%
8 - Craggsville	14	13	13	10	12	7	15	11					95	1.86%	0.73%
9 - Dooms	45	49	48	58	50	46	39	38					373	7.29%	2.86%
10 - Augusta County	101	86	122	94	114	107	121	112					857	16.75%	6.57%
11 - Preston L. Yancey	60	54	83	69	78	62	75	81					562	10.98%	4.31%
12 - Raphine	7	10	21	8	5	17	21	15					104	2.03%	0.80%
14 - Swoope	37	34	26	32	32	27	33	24					237	4.63%	1.82%
15 - Bridgewater	8	6	6	8	6	4	9	10					57	1.11%	0.44%
17 - Clover Hill	0	0	0	0	0	1	0	1					2	0.04%	0.02%
18 - New Hope	15	19	12	21	19	20	20	17					143	2.79%	1.10%
19 - Wilson	15	24	21	20	21	11	29	8					149	2.91%	1.14%
20 - Grottoes	30	18	10	19	14	17	11	13					132	2.58%	1.01%
21 - Mt. Solon	5	17	6	8	15	11	15	20					97	1.90%	0.74%
25 - Riverheads	41	38	51	46	45	54	74	64					413	8.07%	3.16%
80 - Walkers Creek	5	6	4	8	3	5	9	6					46	0.90%	0.35%
SVRA	0	0	0	0	0	1	2	0					4	0.08%	0.03%
Goshen	1	2	0	4	2	1	4	2					16	0.31%	0.12%
South River	1	0	2	1	2	1	5	1					13	0.25%	0.10%
Wintergreen	2	0	0	2	5	3	1	3					16	0.31%	0.12%
R1 - W'born First Aid	71	73	71	72	71	72	74	75					579	7.30%	4.44%
R2 - Deerfield R.S.	11	6	16	14	13	9	13	15					97	1.22%	0.74%
R4 - Churchville R.S.	66	44	53	54	71	65	65	51					469	5.91%	3.59%
R5 - Staunton/Augusta R.S.	148	137	161	160	182	184	196	181					1349	17.00%	10.34%
R6 - Stuarts Draft R.S.	162	151	200	166	159	159	172	150					1319	16.62%	10.11%
*Special Events - Reserve Amb	0	0	0	2	0	0	0	0					2	0.03%	0.02%
R11 - Preston L. Yancey	151	173	200	199	207	139	190	194					1453	18.31%	11.13%
R15 - Bridgewater R.S.	13	12	17	10	13	13	13	18					109	1.37%	0.84%
R16 - Craggs/Augusta Spr	50	35	65	43	61	42	53	37					386	4.87%	2.96%
R18 - New Hope	58	45	57	71	68	56	57	51					463	5.84%	3.53%
R20 - Grottoes R.S.	32	27	26	19	28	34	31	35					232	2.92%	1.78%
R21 - Mt. Solon R.S.	19	16	26	23	25	25	19	22					175	2.21%	1.34%
R25 - Riverheads	72	63	95	104	102	114	109	100					759	9.57%	5.82%
R26 - Weyers Cave R.S.	73	60	64	77	65	62	61	53					515	6.49%	3.95%
Augusta Health Transport	0	0	0	0	0	0	0	0					0	0.00%	0.00%
Wintergreen	0	0	2	2	5	8	4	6					27	0.34%	0.21%
FIRE TOTALS	603	566	658	637	663	599	749	642	0	0	0	0	5117	39.21%	
RESCUE TOTALS	926	842	1033	1016	1070	982	1057	988	0	0	0	0	7934	60.79%	
TOTAL EMERGENCY DISPATCHES	1529	1408	1711	1653	1733	1581	1806	1630	0	0	0	0	13051	100.00%	
TOTAL EMERGENCY INCIDENTS	1209	1136	1355	1331	1369	1252	1402	1304					10358		

DUE AGENCIES
MONTHLY REPORT FOR 2019

FIRE & RESCUE COMPANIES	TOTAL CALLS	January	February	March	April	May	June	July	August	September	October	November	December	Total CALLS TURNED OVER TO NEXT DUE AGENCIES	% of Total
		CALLS TURNED OVER TO NEXT DUE AGENCY	CALLS TURNED OVER TO NEXT DUE AGENCY	CALLS TURNED OVER TO NEXT DUE AGENCY	CALLS TURNED OVER TO NEXT DUE AGENCY	CALLS TURNED OVER TO NEXT DUE AGENCY	CALLS TURNED OVER TO NEXT DUE AGENCY	CALLS TURNED OVER TO NEXT DUE AGENCY	CALLS TURNED OVER TO NEXT DUE AGENCY	CALLS TURNED OVER TO NEXT DUE AGENCY	CALLS TURNED OVER TO NEXT DUE AGENCY	CALLS TURNED OVER TO NEXT DUE AGENCY	CALLS TURNED OVER TO NEXT DUE AGENCY		
Stanton SS1	81	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Stanton SS2	44	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
J Weynesboro	101	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
2 Deerfield	40	0	0	0	0	1	1	0	0	0	0	0	0	3	7.5%
1 Middlebrook	133	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
4 Churchville	180	0	0	0	0	0	0	0	0	0	0	0	0	1	0.6%
5 Weyers Cave	367	2	0	0	0	1	1	2	1	1	1	1	1	7	1.9%
6 Verona	536	0	0	0	0	0	0	2	4	0	0	0	0	7	1.3%
7 Skutumpah	319	0	0	0	0	0	0	0	0	0	0	0	0	1	0.3%
8 Craigsville	95	0	0	0	0	1	0	0	0	0	0	0	0	1	1.1%
9 Dooms	373	2	1	0	2	0	1	0	0	0	0	0	0	6	1.6%
10 Augusta County	857	1	3	3	4	2	3	4	3	3	4	3	3	23	2.7%
11 Preston L Yancey	562	2	0	0	0	0	0	1	0	0	0	0	0	8	1.4%
12 Raphane	104	1	0	1	2	1	2	1	0	0	0	0	0	1	0.4%
14 Swoope	237	0	0	0	0	0	0	0	1	0	0	0	0	2	0.8%
15 Bridgewater	57	0	0	0	0	0	0	2	0	0	0	0	0	3	5.3%
17 Clover Hill	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
18 New Hope	143	2	0	2	4	0	4	5	4	0	0	0	0	21	14.7%
19 Wilson	149	3	2	2	3	1	1	3	0	0	0	0	0	15	10.1%
20 Grattoes	132	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
21 Mt. Solon	97	0	0	1	0	0	1	1	0	0	0	0	0	3	3.1%
25 Riverheads	413	3	4	3	2	1	3	0	3	0	0	0	0	19	4.6%
80 Walkers Creek	46	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
SVRA	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Goshen	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
South River	13	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Wintergreen	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
R1 Wboro First Aid	579	0	2	3	1	1	1	0	0	0	0	0	0	9	1.6%
R2 Deerfield R.S.	97	1	1	0	2	0	0	3	1	0	0	0	0	8	8.2%
R4 Churchville R.S.	409	2	3	1	3	6	2	6	5	0	0	0	0	28	6.9%
R5 Stanton/Augusta R.S.	1,319	3	0	2	1	7	1	3	1	0	0	0	0	18	1.3%
R6 Skutumpah R.S.	1,319	12	7	17	20	25	20	19	16	0	0	0	0	136	10.3%
*Special Events Reserve Amb	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
R11 Preston L Yancey	1,453	0	3	4	1	1	4	10	10	0	0	0	0	33	2.3%
R15 Bridgewater R.S.	109	0	0	1	0	1	1	2	0	0	0	0	0	5	4.6%
R16 Craigs/Augusta Spr	386	4	1	6	0	6	2	4	0	0	0	0	0	26	6.7%
R18 New Hope	463	4	5	4	11	6	3	5	6	0	0	0	0	44	9.5%
R20 Grattoes R.S.	232	0	2	1	0	0	1	0	1	0	0	0	0	5	2.2%
R21 Mt. Solon R.S.	175	0	3	1	0	0	3	1	1	0	0	0	0	9	5.1%
R25 Riverheads R.S.	759	2	3	4	7	5	6	8	3	0	0	0	0	38	5.0%
R26 Weyers Cave R.S.	515	3	1	5	3	7	2	2	3	0	0	0	0	26	5.0%
Augusta Health Transport	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
Wintergreen	27	0	0	0	0	0	0	0	0	0	0	0	0	0	0.0%
FIRE TOTALS	5,117	16	10	15	17	11	17	23	16	0	0	0	0	121	2.4%
RESCUE TOTALS	7,934	31	31	49	49	65	49	63	48	0	0	0	0	385	4.9%
TOTAL CALLS TURNED OVER TO NEXT DUE AGENCY	13,051	47	41	61	66	75	66	86	64	0	0	0	0	506	3.9%

COMPANY	DATE	LOCATION	REASON FOR NEXT DUE RESPONSE
C10	8/3/2019 12:48:46 AM	LIBERTY ST	ON ANOTHER CALL
C10	8/13/2019 11:32:39 AM	PLAZA APT DR	ON ANOTHER CALL
C10	8/26/2019 4:25:00 PM	RICHMOND AVE	ON ANOTHER CALL
C18	8/12/2019 12:21:12 PM	EUREKA MILL RD	C18 NOT ON ANY OTHER CALL/R18 ON THIS CALL
C18	8/12/2019 8:00:03 PM	ROCKFISH RD	C18 NOT ON ANY OTHER CALL/R18 ON THIS CALL
C18	8/16/2019 10:18:39 AM	ROCKFISH RD/NEW HOPE AND CRIMORA RD	C18 NOT ON ANY OTHER CALL/R18 ON THIS CALL
C18	8/22/2019 3:14:22 AM	LONG MEADOW RD/HERMITAGE RD	C18 NOT ON ANY OTHER CALL/R18 ON THIS CALL
C2	8/2/2019 6:08:48 AM	HANKEY MOUNTAIN HWY	C2 NOT ON ANY OTHER CALL/R2 ON THIS CALL
C25	8/10/2019 3:42:55 PM	STUARTS DRAFT HWY	NOT ON ANY OTHER CALL
C25	8/24/2019 8:43:27 AM	FLINT MOUNTAIN DR	ON ANOTHER CALL
C25	8/24/2019 11:02:48 AM	COLD SPRINGS RD	NOT ON ANY OTHER CALL
C6	8/11/2019 8:53:40 PM	SPRING HILL RD	NOT ON ANY OTHER CALL - NO MEDIC AVAILABLE
C6	8/13/2019 6:24:56 PM	2231 I 81 N	NOT ON ANY OTHER CALL
C6	8/24/2019 4:18:26 PM	2270 I 81 S	NOT ON ANY OTHER CALL
C6	8/29/2019 6:57:34 PM	GRANARY RD	NOT ON ANY OTHER CALL
CO5	8/16/2019 7:23:55 AM	PATTERSON MILL RD	NOT ON ANY OTHER CALL
R1	8/8/2019 4:23:33 PM	BELL WOOD LN	ON ANOTHER CALL
R11	8/1/2019 4:16:23 PM	MONROSE DR	R11 ON ANOTHER CALL/2ND AMBL NOT STAFFED/C11 ON THIS CALL
R11	8/2/2019 4:03:40 PM	FISHERSVILLE RD	R11 ON ANOTHER CALL/2ND AMBL NOT STAFFED/C11 ON ANOTHER CALL
R11	8/4/2019 7:30:49 PM	HICKORY HILL RD	R11 ON ANOTHER CALL/2ND AMBL NOT STAFFED/C11 ON THIS CALL
R11	8/7/2019 3:57:21 PM	NEW BRUNSWICK RD	R11 ON ANOTHER CALL/2ND AMBL NOT STAFFED/C11 ON ANOTHER CALL
R11	8/13/2019 11:23:58 AM	PINNACLE DR	R11 ON ANOTHER CALL/2ND AMBL NOT STAFFED/C11 ON THIS CALL
R11	8/23/2019 7:10:01 PM	JEFFERSON HWY	R11 ON ANOTHER CALL/2ND AMBL NOT STAFFED/C11 ON ANOTHER CALL
R11	8/28/2019 2:22:27 PM	HARROGATE DR	R11 ON ANOTHER CALL/2ND AMBL NOT STAFFED/C11 ON THIS CALL
R11	8/28/2019 2:48:32 PM	HORNET RD	R11 ON ANOTHER CALL/2ND AMBL NOT STAFFED/C11 ON THIS CALL
R11	8/28/2019 2:58:55 PM	FISHERSVILLE RD	R11 ON ANOTHER CALL/2ND AMBL NOT STAFFED/C11 ON ANOTHER CALL
R11	8/30/2019 5:19:53 PM	GOOSE CREEK RD	R11 ON ANOTHER CALL/2ND AMBL NOT STAFFED/C11 ON THIS CALL
R18	8/14/2019 11:52:36 PM	PATTERSON MILL RD	R18 NOT ON ANY OTHER CALL/C18 ON THIS CALL
R18	8/16/2019 7:22:12 AM	PATTERSON MILL RD	R18 NOT ON ANY OTHER CALL/C18 ON THIS CALL
R18	8/21/2019 1:42:47 PM	BIG BIRD LN	ON ANOTHER CALL
R18	8/26/2019 4:48:09 PM	HUMBERT RD	R18 NOT ON ANY OTHER CALL/C18 ON THIS CALL
R18	8/27/2019 8:21:44 AM	ROUND HILL SCHOOL RD	R18 NOT ON ANY OTHER CALL/C18 ON THIS CALL
R18	8/31/2019 6:14:59 AM	RAINBOW LN	ON ANOTHER CALL
R2	8/21/2019 3:01:47 AM	HANKEY MOUNTAIN HWY/BRALEY POND RD	R2 NOT ON ANY OTHER CALL/C2 ON THIS CALL
R20	8/9/2019 6:58:32 PM	COUNTRY ESTATES BLVD	ON ANOTHER CALL
R21	8/11/2019 8:59:26 PM	SPRING HILL RD	NOT ON ANY OTHER CALL
R25	8/12/2019 4:35:36 PM	LEE-JACKSON HWY	NOT ON ANY OTHER CALL/OOS DUE TO MECHANICAL ISSUES
R25	8/22/2019 6:15:11 PM	SPRING CREST LN	ON ANOTHER CALL
R25	8/28/2019 6:44:50 PM	LEE-JACKSON HWY	ON ANOTHER CALL
R26	8/4/2019 1:13:19 PM	CLICK RD	ON ANOTHER CALL
R26	8/18/2019 1:08:32 PM	DICES SPRING RD	ON ANOTHER CALL
R26	8/26/2019 12:29:42 PM	KEEZLETOWN RD	ON ANOTHER CALL
R4	8/2/2019 10:20:42 PM	GREENLEE DR	NOT ON ANY OTHER CALL
R4	8/14/2019 11:58:27 PM	CHURCHVILLE AVE	NOT ON ANY OTHER CALL
R4	8/17/2019 9:22:55 AM	WHISKEY CREEK RD	NOT ON ANY OTHER CALL
R4	8/21/2019 1:46:31 PM	CRAWFORD DR	ON ANOTHER CALL
R4	8/27/2019 8:50:55 PM	HUNTERS LN	NOT ON ANY OTHER CALL
R5	8/26/2019 9:43:20 PM	MORRIS MILL RD	ON ANOTHER CALL
R6	8/1/2019 9:18:44 AM	STUARTS DRAFT HWY	ON ANOTHER CALL
R6	8/3/2019 10:00:40 AM	DODGE ST	NOT ON ANY OTHER CALL
R6	8/3/2019 10:53:50 AM	STUARTS DRAFT HWY	NOT ON ANY OTHER CALL
R6	8/6/2019 3:37:14 PM	TINKLING SPRING RD	ON ANOTHER CALL
R6	8/6/2019 4:13:49 PM	OUR LN	ON ANOTHER CALL
R6	8/11/2019 10:11:34 AM	HOWARDSVILLE TPKE	NOT ON ANY OTHER CALL
R6	8/12/2019 3:47:10 PM	STUARTS DRAFT HWY	ON ANOTHER CALL
R6	8/14/2019 10:37:48 AM	FOREST SPRINGS DR	ON ANOTHER CALL
R6	8/15/2019 11:06:07 AM	SEMINOLE CIR	ON ANOTHER CALL
R6	8/18/2019 10:54:36 AM	CANADA CT	NOT ON ANY OTHER CALL
R6	8/18/2019 10:58:20 AM	STUARTS DRAFT HWY	NOT ON ANY OTHER CALL
R6	8/18/2019 11:59:13 AM	STUBBLEFIELD RD	NOT ON ANY OTHER CALL
R6	8/18/2019 1:30:01 PM	STUARTS DRAFT HWY	NOT ON ANY OTHER CALL
R6	8/18/2019 2:36:58 PM	AUTUMN LN	NOT ON ANY OTHER CALL
R6	8/18/2019 4:05:22 PM	PATTON FARM RD	NOT ON ANY OTHER CALL
R6	8/18/2019 8:04:52 PM	DODGE ST	NOT ON ANY OTHER CALL

Weekend	22
6 a - 6 p	28
6 p - 6 a	14
Combinded Total	64

CAREER CALLS ANSWERED
2019 FIGURES

CAREER	NAME	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	CAREER		AGENCY		TOTAL CAREER %
														YEARLY TOTAL	YEARLY %	YEARLY TOTAL	YEARLY %	
CO-11	Preston L. Yancey Fire	58	54	83	69	78	62	74	80					558	562	99.29%	1.79%	
CO-11	City of Waynesboro	2		3		1	1	1	2					10				
R-11	Preston L. Yancey Rescue	151	170	195	198	206	135	179	184					1,418	1,453	97.59%	1.62%	
R-11	City of Waynesboro	3	2	7	2	5	1	3						23				
CO-18	New Hope Fire	10	16	7	16	13	7	12	11					92	143	64.34%		
CO-18	Extended Run Area													0		0.00%		
CO-18	City of Waynesboro													0		0.00%		
CO-18	City of Staunton													0		0.00%		
R-18	New Hope Rescue	49	40	52	59	63	52	52	45					412	463	88.98%		
R-18	Extended Run Area													0		0.00%		
R-18	City of Waynesboro					1								1		0.24%		
R-18	City of Staunton													0		0.00%		
R-6	Stuarts Draft Rescue	71	69	95	68	71	60	71	61					566	1,319	42.91%		
R-6	City of Staunton						1							1		0.18%		
R-6	City of Waynesboro		1											1		0.18%		
R-6	Extended Run Area													0		0.00%		
R-16	Craigsville-Augusta Springs	46	34	59	43	55	37	49	38					361	386	93.52%		
R-16	Rockbridge County	9	4	6	6	7	3	9	5					49		13.57%		
CO-9	Dooms Fire	22	24	17	27	25	24	17	15					171	373	45.84%		
CO-9	City of Waynesboro	1	2		1				1					5		2.92%		
CO-6	Verona Fire	27	29	25	27	43	22	27	27					227	536	42.35%		
CO-6	City of Staunton	1	2			4		1						8		3.52%		
CO-3	Middlebrook	8	10	14	11	6	9	11	6					75	133	56.39%		
CO-3	Extended Run Area													0		0.00%		
CO-2	Deerfield Fire	4	4	4	3	1	2	5	3					26	40	65.00%		
CO-2	Highland County													0		0.00%		
CO-2	Extended Run Area				1			2	1					4		15.38%		

RS-2	Deerfield Rescue	10	5	16	13	13	9	10	15										91		97	93.81%	
RS-2	Highland County	2	1	1	1	2	2	1	3										13			14.29%	
RS-2	Extended Run Area		2	3	1	2	2	2	2										12			13.19%	
CO & R-4	Churchville Fire	2	4	4	8	2	7	5	8										40			22.22%	
CO & R-4	Highland County																		0			0.00%	
CO & R-4	Extended Run Area			1	2		1	1	1										6			15.00%	
CO & R-4	City of Staunton																		0			0.00%	
CO & R-4	Churchville Rescue	30	17	21	20	24	25	21	20										178		469	37.95%	
CO & R-4	Highland County			1															1			0.56%	
CO & R-4	Extended Run Area	3	1	4	4	9	5												26			14.61%	
CO & R-4	City of Staunton	1	2	1	3	1	1	1	5										15			8.43%	
CO & R-21	Mount Solon Fire		7	3	3	3	3	3	6										28		97	28.87%	
CO & R-21	Rockingham County				1														1			3.57%	
CO & R-21	Mount Solon Rescue	8	4	13	13	14	8	5	6										71		175	40.57%	
CO & R-21	Rockingham County						2												2			2.87%	
R-25	Riverheads Rescue	70	60	91	97	97	108	100	96										719		759	94.23%	
R-25	Rockbridge County	2	2	2	2	4	5	1											16			2.23%	
R-25	City of Staunton	2	1	2	3	3	2	2	6										21			2.92%	
R-26	Weyers Cave Rescue	70	59	59	74	58	60	59	49										488		515	94.76%	
R-26	Rockingham County	16	19	22	20	9	14	18	16										134			27.46%	
R-26	City of Staunton							1											1			0.75%	
CO-10	Augusta County	100	83	118	90	112	104	117	109										833		857	97.20%	
CO-10	City of Staunton	37	25	48	27	33	39	44	33										286			34.33%	
TOTAL MONTHLY ACFR CAREER CALLS ANSWERED		736	689	876	839	884	734	817	779	0	0	0	0	0	0	0	0	0	6354		8,557	74.25%	
24/7 Stations																							

LEASE AGREEMENT

VERONA ELEMENTARY SCHOOL GYMNASIUM

THIS LEASE AGREEMENT, dated _____, 2019, entered into by and between the COUNTY OF AUGUSTA, VIRGINIA, hereinafter called the "Landlord," and the VERONA COMMUNITY ASSOCIATION, INC., _____, hereinafter called "Tenant."

WITNESSETH:

WHEREAS, Landlord owns the property at 1011 Lee Highway, Verona, Virginia, known as the Verona Elementary School.

WHEREAS, the Verona Elementary School gymnasium and pod area as described below, are situated on Tax Map Parcel No. 036C 1 2, ("Gymnasium" and "Pod"), and will be leased to Tenant, for the purpose of maintaining and operating it as a community recreational facility;

WHEREAS, Landlord has held a public hearing as required by Virginia Code § 15.2-1800,

NOW THEREFORE, Landlord for and in consideration of the terms and conditions hereinafter enumerated, does hereby lease to Tenant for the use only by Tenant, the Gymnasium and a Pod as shown on the attached sketch marked as "Exhibit B", together sometimes referred to herein as the "Premises".

1. PURPOSE

Tenant shall, during the term of this Lease, continuously use the Gymnasium for the operation of a community sports facility, the primary use of which shall be for the playing of youth sports activities.

2. TERMS AND CERTAIN CONDITIONS UPON TERMINATION

The term of this Agreement shall begin on _____, __, 2019, and continue monthly thereafter unless otherwise terminated by either party to this Lease. Either party to this Lease Agreement shall have the right upon thirty (30) days written notice to the other party to terminate this Lease. Upon termination, all improvements made to the Gymnasium and Pod Area shall revert to Landlord and shall be free from any encumbrance at the time of such reversion. Should there be any violation of the use requirements imposed by the preceding

paragraph 1., or violation of any other provision of this Lease, or other default of Tenant, and such violation or default is not cured within ten (10) days after written notice thereof is given by Landlord to Tenant, this Lease shall terminate at the end of 30 days which immediately follows the end of such ten (10)-day period, or upon such earlier date following the end of such ten (10)-day period as Landlord may specify in said notice.

3. RENTAL

Tenant agrees to pay landlord as rent for the Gymnasium and Pod as follows at the office of the County Administrator:

3a. Landlord shall, upon receipt of the electric bill for the Verona Elementary School, calculate the consumption of electricity used in connection with the Gymnasium for the billing period set forth in said bill as determined from the reading of the submeter and following formula:

The number of kilowatt hours as indicated on the submeter for the Gymnasium/The total number of kilowatt hours as indicated by the monthly electric bill received by the County for electrical services for the Verona Elementary School times the total cost of the electric bill for the Verona Elementary School.

3b. Tenant shall, as rent for the Pod Area, pay to Landlord nine percent (9%) of the total amount of both electricity and natural gas usage for the entire Verona Elementary School, based upon the dollar amount billed to the County for such usage. Rent will not start until requested, in writing by Verona Community Association at an agreed to date and the key(s) are given to the Tenant. The Landlord will bill the Tenant for electricity and natural gas usage until the key(s) are returned to the Landlord. It is understood and agreed that the Tenant shall only possess, use and/or occupy the Pod during, September, October and November of each year that the lease is in effect.

Tenant shall pay said rent to Landlord within 30 (thirty) days of the date the bill is sent by Landlord to Tenant at the following address:

County of Augusta
County Administration Office
P.O. Box 590
Verona, VA 24482

If Tenant fails to pay the entire amount of rent within the thirty (30) day period, then Tenant shall pay an additional ten percent (10%) late fee. Any such late fee shall be due as additional rent.

4. HOLDING OVER

In the event that Tenant shall hold over and remain in possession of the Grounds with the consent of Landlord, that holding over shall be deemed to be from month to month only, and upon all the same rents, terms, and covenants and conditions as contained herein.

5. RECORDS

Tenant shall maintain, in accordance with generally accepted accounting practices, during the term of this Agreement and for one year after the termination and expiration thereof, and for a further period extending until the County Administrator shall give written consent to the disposal thereof, records, and books of account recording all transactions, at, through, or in any way connected with the operation of the Gymnasium; and Tenant shall permit the examination and audit by officers, employees, and representatives of Landlord of such records and books of account upon reasonable notice.

5a) Upon request of Landlord, Tenant shall, within 10 days, provide documentation satisfactory to Landlord, regarding Tenant's corporate status. Tenant shall maintain its corporate status with the Virginia State Corporation Commission.

5b) Tenant shall maintain its status with the Internal Revenue Service as a 501 (c) (3) entity and upon request, produce documentation satisfactory to Landlord of Tenant's 501 (c) (3) status.

5c) Failure to maintain its corporate status with the Virginia State Corporation Commission and/or failure to maintain a 501 (c) (3) status, shall constitute an event of default.

6. GENERAL CONDITIONS

6a) Landlord agrees that Tenant may, at Tenants sole cost and expense, install temporary batting cages in the gymnasium.

6b) In connection with Tenant's use of the Gymnasium and Pod Area, Tenant shall use the designated parking area, as identified in Exhibit A attached hereto and made a part hereof.

6c) Landlord shall change the locks currently in place for the Pod Area Tenant shall pay all costs and expenses in connection therewith. This will occur when the rent starts as previously identified.

6d) Tenant shall not use the Pod Area for any football, softball, baseball and/or basketball activities. Furthermore, Tenant shall only use the Pod Area for organized cheerleading and wrestling activities as well as storage. Any change in, or additional use must be approved, in writing, by Landlord.

6e) Landlord shall provide Tenant, at Tenant's sole cost and expense, copies of keys to any and all locks replaced at the request of the Tenant.

Tenant shall be allowed to possess 8 keys to the gym and 2 keys to the Pod except as provided herein, Tenant shall not make any copies or duplicates of any such keys without the express written consent of Landlord. Upon approval, the Landlord will make the keys requested at the sole expense of the Tenant.

6f) Tenant shall not, without the prior approval of the Augusta County Board of Supervisors, sublet, assign, transfer or pledge as collateral, this Agreement, nor any share, part or interest therein, nor any of the rights or privileges granted hereby.

6g) Tenant shall keep the Gymnasium and Pod in a safe, sanitary and sightly condition and good repair.

6h) Tenant shall pay all fees, charges, license fees and taxes of whatever nature, if necessary, as required by law.

6i) Tenant shall be responsible for all maintenance and janitorial services in connection with the use of the Gymnasium and the Pod. This will include cleaning the Gymnasium, Pod Area, and restrooms in the Gymnasium and the Pod, supplying all paper towels, toilet paper, trash bags, light bulbs, etc.

6j) Tenant shall observe and comply with all federal, state, and local laws, ordinances, rules and regulations, including policy statements adopted by the Augusta County Board of Supervisors, which may be applicable to its operations or to the operations, management, maintenance or administration of the Gymnasium and the Pod Grounds, now in effect or hereafter promulgated.

6k) Tenant shall assume all risks and liabilities related to or in connection with all activities to be conducted in the Gymnasium and Pod Area, as well as all other areas used in

connection with the Gymnasium including, but not limited to, other areas of Verona Elementary School, designated parking areas, sidewalks, and walkways (Collectively the "Grounds") and shall be solely responsible for all accidents and/or injuries of whatever nature or kind to persons or property arising from acts or occurrences in the Gymnasium, the Pod Area and/or the Grounds, however caused. Tenant hereby waives any claims against Landlord, its agents and employees, arising from or related to the use or condition of the Gymnasium, the Pod Area and the Grounds or resulting from any accident or occurrence in the Gymnasium, the Pod Area, or the Grounds.

6l) All trash and debris shall be removed from the Gymnasium, Pod Area, and Grounds each day the Gymnasium and the Pod is used.

6m) Tenant shall be responsible for snow and/or ice removal in the designated parking areas and all walkways/sidewalks used to access the Gymnasium and the Pod Area should the facilities be open during or after inclement weather.

6n) Tenant shall keep Grounds used in connection with the Gymnasium and Pod Area free from trash and debris.

6o) Tenant shall keep all materials a minimum of 3 feet from any electric panel box and any sub-meters.

6p) Access to the panel box and sub-meters shall be maintained at all times.

6q) Tenant agrees to indemnify Landlord, its officers, employees, and agents (collectively "Indemnities") for, and to save all of them harmless against, any and all damages, costs liabilities, judgments, proceedings and other obligations and claims of any kind whatsoever (including, but not limited to, providing legal representation, by an attorney or attorneys reasonably acceptable to Landlord, to defend against the same, and/or indemnification to Landlord for its reasonable attorneys' fees incurred either in defense of any such claim, and/or in enforcing the provisions of this condition) which may be imposed on, or asserted against, any of the Indemnities at any time because of, or in connection with, the ownership, condition and/or use of the Gymnasium, the Pod Area and/or the Grounds.

6r) Tenant, at the expense of Tenant, shall keep in force, during the term of this Agreement, insurance issued by responsible insurance companies, authorized to do business in the Commonwealth of Virginia in forms, kinds and amounts as determined and directed by the

County Administrator of Augusta County for the protection of Landlord and Tenant. Insurance requirements shall be subject to the sole determination of the County Administrator.

6s) Operations to be conducted by the Tenant under this Agreement shall be done at the sole expense of Tenant and shall be subject to general inspection by the Landlord to insure a continuing quality of service commensurate with standards expected for a community recreational facility.

6t) Tenant in its operation of the Gymnasium and the Pod Area shall not discriminate against any worker, employee or applicant, or any member of the public, because of race, creed, color, religion, age, sex, marital status or national origin, nor otherwise commit an unfair employment practices or unlawful discriminatory policy.

6u) Landlord may enter the premises to make inspections, and show the premises to prospective tenants, purchasers, mortgagees, workers, and contractors.

6v) Tenant shall be liable for, and pay any and all costs and expenses associated with any and all damages to the Premises, or any other area of the Verona Elementary School or Grounds, occurring or resulting from as Tenant's, and/or Tenant's employees, agents, guests and/or invitees, operations, use and/or presence upon the Gymnasium, the Pod Area, or any other part of the Verona Elementary School and/or the Grounds..

6w) There shall be no changes in the use of the leased premises by Tenant without the prior approval of Landlord.

At either the expiration or termination of the lease, whichever first occurs, Tenant shall, at Tenant's sole cost and expense, repair any and all damage to the Premises in accordance with Section (s) above, and completely remove any and all equipment, supplies improvements, and/or alterations made to the Premises made by Tenant.

Any and all written correspondence and any and all questions, concerns or issues with respect to this Lease or the Premises shall be directed to the Augusta County Administrator.

6x) This Agreement shall be deemed to have been made in and shall be construed in accordance with the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, the duly authorized officers of Landlord and Tenant have executed this Agreement as of the date hereinafter set forth.

AUGUSTA COUNTY, VIRGINIA

By: _____
Gerald R. Garber, Chairman
Board of Supervisors

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:

James R. Benkahla
County Attorney

**COMMONWEALTH OF VIRGINIA
COUNTY OF AUGUSTA**

The foregoing instrument was acknowledged before me this ____ day of _____,
2019, by Gerald R. Garber, Chairman, Augusta County Board of Supervisors.

Notary Public

My commission expires: _____

VERONA COMMUNITY ASSOCIATION, INC.

By: Anissa Powers
Its: President

COMMONWEALTH OF VIRGINIA
COUNTY OF AUGUSTA

The foregoing instrument was acknowledged before me this 17 day of September,
2019, by Anissa Powers, President
Of Verona Community Association.

Angela M Michael
Notary Public

My commission expires: 3/31/2023





**RESOLUTION ENDORSING THE
VERONA PEDESTRIAN PROJECT
TRANSPORTATION ALTERNATIVES PROGRAM GRANT APPLICATION**

Whereas, in accordance with the Commonwealth Transportation Board construction allocation procedures, it is necessary that a resolution be received from the sponsoring jurisdiction or agency requesting the Virginia Department of Transportation establish a Transportation Alternatives Set-Aside project to be administered by Augusta County.

Now, Therefore, Be It Resolved, that Augusta County, requests the Commonwealth Transportation Board to provide construction funding for the existing VERONA PEDESTRIAN PROJECT.

Be It Further Resolved, that Augusta County hereby commits to provide a minimum 20 percent matching contribution for this project and any additional funds necessary to complete the project,

Be It Further Resolved, that Augusta County hereby agrees to enter into a project administration agreement with the Virginia Department of Transportation and provide the necessary oversight to ensure the project is developed in accordance with all state and federal requirements for design, right of way acquisition, and construction of a federally funded transportation project,

Be It Further Resolved, that Augusta County will be responsible for maintenance and operating costs of any improvement / facility constructed with Transportation Alternatives Set-Aside funds unless other arrangements have been made with the Department,

Be It Further Resolved, that if Augusta County subsequently elects to cancel this project, Augusta County hereby agrees to reimburse the Virginia Department of Transportation for the total amount of costs expended by the Department through the date the Department is notified of such cancellation. Augusta County also agrees to repay any funds previously reimbursed that are later deemed ineligible by the Federal Highway Administration,

Be It Further Resolved, that the Augusta County Board of Supervisors hereby grants authority for the County Administrator to execute project agreements for any approved Transportation Alternatives Set-aside projects for Fiscal Year 2020-2021.

Adopted: September 25, 2019

By: _____
Gerald W. Garber, Chairman
Augusta County Board of Supervisors



**RESOLUTION ENDORSING
DUPONT – WAYNESBORO NATURAL RESOURCE DAMAGE ASSESSMENT AND
RESTORATION SETTLEMENT
RECREATIONAL FISHING ACCESS GRANT APPLICATION**

Whereas, in accordance with the terms of the DuPont-Waynesboro Natural Resource Damage Assessment and Restoration (NRDAR) settlement, the Commonwealth of Virginia, acting through the Virginia Department of Environmental Quality and the United States Department of the Interior acting through U.S. Fish and Wildlife Service comprise the Trustee Council,

And Whereas, the Trustee Council is responsible for the identification, selection, and implementation of projects pursuant to the *DuPont Waynesboro – South River/South Fork Shenandoah River/Shenandoah River Restoration Plan/Environmental Assessment (RP/EA)*,

And Whereas, the Trustee Council has asked for project nominations for the portion of the settlement funds set aside for recreational fishing access.

Now, Therefore, Be It Resolved, that Augusta County, requests the Trustee Council to provide project funding for three sites (Dooms Crossing / Crimora Park / Harriston) in Augusta County along the South River,

Be It Further Resolved, that Augusta County hereby agrees to enter into a project administration agreement with the Trustee Council and provide the necessary oversight to ensure the projects are developed in accordance with all applicable state and federal requirements for design, property acquisition, and construction,

Be It Further Resolved, that Augusta County will be responsible for maintenance and operating costs of any improvement / facility constructed with NRDAR funds unless other arrangements have been made with the Trustee Council,

Be It Further Resolved, that the Augusta County Board of Supervisors hereby grants authority for the County Administrator to execute project agreements for any approved NRDAR projects.

Adopted: September 25, 2019

By: _____
Gerald W. Garber, Chairman
Augusta County Board of Supervisors

Jennifer Whetzel

From: Eldon James <ejames7@me.com>
Sent: Monday, September 16, 2019 8:41 AM
To: Jennifer Whetzel
Cc: Eldon James
Subject: [EXTERNAL] Re: contract renewal

Legislative Liaison
 Contract Renewal
 for Board consideration

Hi Jennifer,

+ \$455/yr.

Thanks for this. The CPI U (Table 3) for August, Other Services, shows 1.6% increase August 2018 to August 2019. If you would consider that adjustment it would be greatly appreciated.

<https://www.bls.gov/news.release/cpi.t03.htm>

Thank you

Eldon

On Sep 16, 2019, at 8:11 AM, Jennifer Whetzel <jwhetzel@co.augusta.va.us> wrote:

It is that time again! I plan to put the renewal on the closed session for next Monday. We did increase the monthly payment last year. Do you propose anything for this year? Thanks,

Jennifer M. Whetzel
 Deputy County Administrator
 County of Augusta
 540-245-5610

This e-mail transmission may contain information that is proprietary, privileged and/or confidential and is intended exclusively for the person(s) to whom it is addressed. Any use, copying, retention or disclosure by any person other than the intended recipient or the intended recipient's designees is strictly prohibited. If you are not the intended recipient or their designee, please notify the sender immediately by return e-mail and delete all copies. Thank you. County of Augusta.

*** VIRGINIA FREEDOM OF INFORMATION NOTICE ***

This e-mail and any of its attachments may constitute a public record under the Virginia Freedom of Information Act. Accordingly, the sender and/or recipient listed above may be required to produce this e-mail and any of its attachments to any requester unless certain limited and very specific exemptions are applicable.

- Prior year CPI increase was 3%
- This would be 2nd renewal of contract.
- Contract is annual: Oct-Sept.
- Contract is with Eldon James.

COUNTY OF AUGUSTA, VA.

BOARD OF SUPERVISORS

MARSHALL W. PATTIE
North River

GERALD W. GARBER
Middle River

PAM CARTER
Pastures

G. L. "BUTCH" WELLS
Beverley Manor

WENDELL L. COLEMAN
Wayne

MICHAEL L. SHULL
Riverheads

CAROLYN S. BRAGG
South River



TIMOTHY K. FITZGERALD – COUNTY ADMINISTRATOR

AUGUSTA COUNTY GOVERNMENT CENTER

P.O. BOX 590, VERONA, VA 24482-0590

(540) 245-5610 FAX (540) 245-5621

coadmin@co.augusta.va.us

MEMO

TO: Timothy Fitzgerald, County Administrator
FROM: Jennifer Whetzel, Deputy County Administrator
DATE: September 18, 2019
RE: Purchase Agreement

The Board has discussed the purchase of property adjacent to the Augusta County District Courthouse that will be needed to improve the footprint of the new Courts Facility that is under design. The attached Purchase Agreement reflects the terms agreed upon in the Letter of Intent dated August 27, 2019. It is before the Board for consideration to authorize the County Administrator to execute the agreement. Once authorized, the agreement and deposit will be sent to the Seller by September 27, 2019. The purchase will be from the County Capital Fund – Courthouse (4-70-80000-8148).

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (hereinafter referred to as "Agreement") is hereby entered into this ___ day of September, 2019, by and between the COUNTY OF AUGUSTA, VIRGINIA, a political subdivision of the Commonwealth of Virginia (hereinafter referred to as the "Buyer"), and MASAKO ZAPTON (hereinafter referred to as the "Seller").

RECITALS

Seller is the owner of certain real property located at 111/113 South Augusta Street in the City of Staunton, Virginia, and more particularly shown or described on Exhibit A attached hereto and incorporated herein by this reference (the "Seller's Parcel"); and

Seller desires to sell to Buyer, and Buyer desires to purchase from Seller, in accordance with the terms and conditions hereinafter set forth, the Seller's Parcel. Said real property, together with all improvements and fixtures thereon, with the exclusion of those listed below, and all rights, privileges, easements, benefits and agreements appurtenant thereto, is hereinafter referred to as the "Property".

AGREEMENT

NOW, THEREFORE, in consideration of the mutual rights and obligations hereunder and the Deposit (as hereinafter defined), Buyer hereby agrees to buy and Seller hereby agrees to sell the Property upon the terms and conditions hereinafter set forth.

1. Deposit. Within ten (10) business days of the full execution of this Purchase Agreement, Buyer shall deliver to Cottonwood Commercial (the "Escrow Agent") a deposit (the "Deposit") in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), in the form of Buyer's check or wire transfer.
2. Purchase Price; Payment. The purchase price for the Property (the "Purchase Price") shall be Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00). The entire Purchase Price for the Property shall be payable to Buyer in cash or by certified or bank cashier's check or wire transfer of funds at closing. The Deposit shall be applied to the Purchase Price at closing.

3. **Conveyance.** The Property is to be conveyed by General Warranty Deed with English Covenants of Title (the "Deed"). Title to the Property shall be good of record and in fact, fully marketable fee simple and insurable by a title company at standard rates.
4. **Does Not Convey.** Seller shall retain all personal property, equipment hardware, appliances and certain fixtures located within the Property, including: the handrail and post, chair lift, clothes hook, glass panels, kitchen cabinets, backsplash panel, sink unit, reverse osmosis system, cooking stove and hood, refrigerator, dishwasher, freezer, lighting units, hot water heater, washer and dryer, office desk top, built-in bookshelves, closet clothes bars, window blinds, water softener, utility sink, hallway mirror, door hands, bathtubs and bars, toilet, bathroom vanity, and bathroom mirror. Seller agrees not to remove or alter any other fixture. Seller shall not remove or alter anything that would compromise the stability of the property. Seller shall not remove or damage any walls, pipes, plumbing, electrical wiring, building materials, or anything from the exterior of the Property. Property removed per this section shall be at expense of Seller.
5. **Permitting Period.** Buyer shall have one hundred and twenty (120) days after the execution of this Purchase Agreement ("Permitting Period") within which to obtain such permits and approvals from the City of Staunton and any other entities or parties as Buyer, in its sole discretion, deems necessary, for the purpose of constructing a new courthouse. Buyer shall diligently and in good faith do all things necessary to obtain the necessary permits and approvals as quickly as is reasonably possible within the 120-day period. If Buyer is unable, through no fault of Buyer, to obtain the necessary permits and approvals within the Permitting Period, then Buyer may elect to terminate this Agreement and the Deposit shall be refunded to Buyer, and Buyer and Seller shall have no further rights, obligations or liabilities hereunder. If Buyer does not provide written notice to Seller of its intent to terminate this Agreement on or before the expiration of the Permitting Period, the Deposit shall become nonrefundable to Buyer, subject to the remaining terms and provisions hereof.
6. **Seller Cooperation.** Seller agrees at all times to provide reasonable cooperation with Buyer's efforts to obtain all such permits and approvals as Buyer deems necessary from the City of Staunton and any other necessary entities.
7. **Closing**

- a. **Closing Date.** Provided that all conditions precedent to Buyer's obligation to proceed to closing hereunder have been satisfied or waived, closing under the terms of this Purchase Agreement shall be held at a location determined by Buyer on or about December 31, 2019 (the "Closing Date" or "Closing").
 - b. **Closing Costs.** Seller shall pay its own attorney's fees and fees for preparation of the Deed, any state local or other recording taxes, and the "Grantor's Tax" if applicable. Buyer shall pay its own attorney's fees, the taxes payable to record the Deed if applicable, any premiums charged for Buyer's title policy, recording costs (exclusive of taxes) payable with respect to the recording of the Deed, and the cost of any surveys deemed necessary by Buyer. Any closing costs not otherwise provided for herein shall be paid by the party legally responsible therefor or, if no law applies, according to the prevailing custom for residential transactions in the City of Staunton and the Commonwealth of Virginia.
 - c. **Taxes.** Real estate taxes are to be adjusted to the date of closing and paid by Buyer thereafter. Any special assessments applicable to the Property for the period prior to Closing shall be paid by Seller prior to or at Closing even in the event that the improvements applicable to such special assessments have not been completed as of the date of closing. Any special assessments applicable to improvements completed prior to the date of closing, which are assessed for the period prior to closing after the Closing Date shall be paid by Seller, and an allowance for such special assessments required to be paid by Seller shall be made at the time of Closing.
 - d. **Closing Period Extension.** Buyer shall have the right to extend the Closing Date by one (1) additional period of no more than thirty (30) days from the date of the Closing Date by giving written notice of such extension to Seller.
8. **Possession after Closing.** At Closing, Seller shall deliver possession of the Property to Buyer, free of tenants and other occupants, except that Seller shall retain possession of the Property as a tenant under a lease , for a period not to exceed One hundred and Eighty (180) days after Closing. Seller shall be responsible for the monthly payment of Nine Hundred Dollars and No/100 (\$900.00) as rent and shall be responsible for all utility payments during the possession period ("Post-Possession"). Such Post-Possession is contingent upon the

execution of an agreed upon lease and the approval of the Board of Supervisors following a public hearing as may be required under Virginia Law.

9. **Representations and Warranties**

Seller represents and warrants to Buyer as follows:

- a. After the date of full execution hereof, Seller shall not: (1) grant any easements and/or rights-of-way and/or other encumbrances over or through the Property, (2) enter into any agreements or any proffers or other commitments affecting the Property, (3) further encumber the Property, or (4) construct or install any improvements or remove any improvements that would affect the structural integrity of the Property, or the exterior of the Property.
- b. Seller has not received notice of any violations of laws, statutes, ordinances, orders, or requirements noted or issued by any governmental department or authority having jurisdiction over or affecting the Property, nor does Seller have any knowledge of any such violations. Seller shall be required to comply with any such notices, orders or requirements noted or issued prior to the date of closing.
- c. All bills and claims for labor performed and materials furnished to or for the benefit of the Property for all periods prior to the date of closing have been (or prior to the date of closing will be) paid in full, and on the date of closing there shall be no mechanics' liens or materialmen's liens, whether or not perfected, on or affecting any portion of the Property, and if there shall be any such liens, Seller shall obtain the release of the same on or before the date of closing so that Buyer's owner's policy of title insurance shall contain no exception for such liens. However, any bills, claims or liens relating to or arising from Buyer's pre-closing activities on the Property are expressly excluded from the provisions of this warranty. In connection therewith, Seller agrees, at Closing, to execute any affidavits and/or customary agreements which may be required by Buyer's title insurance company in order for Buyer to obtain from such title insurance company an owner's policy of title insurance covering the Property without exception for mechanics' liens or rights of parties in possession.
- d. To the best of Seller's knowledge, there is no pending or threatened condemnation or similar proceeding affecting the Property or any part thereof.

- e. Seller has the power to enter into this Agreement and to consummate the transaction contemplated herein.
- f. There are no legal actions, suits, zoning or rezoning actions, or other legal or administrative proceedings pending or, to the best of Seller's knowledge, threatened against Seller (including, without limitation, any voluntary or involuntary actions or suits pursuant to state or federal bankruptcy or other creditors' rights laws, statutes, rules or regulations) or against the Property before any federal, state, county or municipal department, commission, board, bureau, agency or other governmental instrumentality, and Seller is not aware of any facts which might result in any such action, suit or other proceedings.
- g. Seller has not entered into any contracts, agreements, commitments, letters of intent or other agreements of any kind with any party other than Buyer relating to the sale or encumbrance of all or any portion of the Property which are still in effect.
- h. There are no contracts, commitments, proffers, obligations, leases or other agreements of any kind which relate to the Property which are not recorded among the land records of the City.
- i. To the best of Seller's knowledge, there are no cemeteries or other burial plots, archeological sites or historical sites located on the Property.

Buyer represents and warrants to Seller as follows:

- a. Buyer is a political subdivision of the Commonwealth of Virginia and has the power to enter into this Agreement and, subject to the terms and conditions and contingencies contained herein, to consummate the transaction contemplated herein and the execution of this Agreement and the consummation of the transaction contemplated herein do not violate any provisions of law applicable to Buyer or any of the terms and provisions of any agreement, contract, or other instrument to which Buyer is a party or is bound. The party executing this Agreement on behalf of Buyer has the authority to execute this Agreement on Buyer's behalf and to bind Buyer hereunder.
- b. Buyer has not received any actual notice of any legal actions, suits, claims or other legal or administrative proceedings pending or threatened against Buyer which might adversely affect Buyer's ability to consummate the transaction contemplated by this Agreement.

c. It shall be a condition precedent to Seller's and Buyer's obligation to close hereunder that all of the representations and warranties of the other party contained in this Paragraph 9 and in the following Paragraph 10 shall be true and correct in all material respects at the date of closing, just as though the same were made at such time. Buyer's and Seller's right to enforce such representations and warranties of the other party shall survive the closing and shall not be merged into any documents delivered by Seller at closing. In the event that prior to closing hereunder, Buyer or Seller learns that any of the representations and warranties of the other party set forth in this Paragraph or Paragraph 10 below are not true and correct in any material respect, then Buyer or Seller (as the case may be), at its option, may either (i) terminate this Agreement by delivery of written notice thereof to the other party and thereupon the parties hereto shall have no further rights or obligations hereunder and the Deposit shall be returned to Buyer, or (ii) proceed to closing hereunder.

10. Environmental Matters. Seller hereby expressly represents and warrants to Buyer that to the best of Seller's knowledge no hazardous substances or hazardous materials have been released, deposited, stored or placed in, on, under or above the Property during Seller's ownership of the Property or prior to Seller's ownership thereof, and to the best of Seller's knowledge no such hazardous substances or hazardous materials currently exist in, on, under or above the Property such that their existence would violate applicable laws, ordinances, statutes and regulations. As used herein, all references to hazardous materials and raw materials, products or waste of a toxic or hazardous nature shall mean and refer to hazardous waste as that term is defined in the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), the Comprehensive Environmental Response Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.), or under any other federal, state or local law, ordinance, statute, rule or regulation, including, without limitation, any asbestos or asbestos-related products and any oils or pesticides. Notwithstanding anything contained herein to the contrary and in addition to any of Buyer's other remedies hereunder, Seller agrees to indemnify, defend and hold Buyer harmless from and against any and all costs, expenses, liabilities and causes of action which may be incurred by Buyer or asserted against Buyer (including, without limitation, clean-up costs, court costs, reasonable attorneys' fees

and claims and fines imposed by any governmental agencies or third parties) in the event of a breach of Seller's representations and warranties contained in this Paragraph 12.

11. **Board Approval.** Buyer and Seller acknowledge and agree that this Purchase Agreement is subject to final approval by the Augusta County Board of Supervisors. If the Augusta County Board of Supervisors does not formally approve the Purchase Agreement, Buyer agrees to provide written notice to Seller of their intention to abandon this Purchase Agreement.
12. **Subject to Appropriation.** Seller acknowledges that Buyer is a governmental entity, and that the validity of this Purchase Agreement is expressly contingent upon the appropriation of funds by the Board of Supervisors. In the event that funds are not appropriated, Buyer will have the authority, upon sufficient notice to Seller, to terminate the Purchase Agreement without any additional liability to Buyer.
13. **Brokerage.** Buyer and Seller acknowledge that Cottonwood Commercial (the "Broker") is the Broker representing Seller in this transaction. As such, Seller agrees that, upon Closing, Seller shall pay to Broker a commission as governed by a separate brokerage agreement between Seller and Broker. Buyer and Seller agree that there are no other brokers involved in this transaction to whom a commission would be payable. Buyer is not responsible for any payment to Broker. Seller agrees to indemnify, defend, and hold harmless Buyer against any claims made against Buyer relating to brokerage fees and any resulting attorney's fees relating to such claims.
14. **Default; Remedy.**
 - a. In the event that all of the conditions precedent to Buyer's obligations hereunder have been satisfied or waived and Seller performs all of its obligations hereunder, and Buyer fails to close on the Property pursuant to the terms hereof in breach of the terms of this Agreement, then Seller, as its sole and exclusive remedy, shall be entitled to terminate this Agreement by delivery of written notice to Buyer and thereupon the Deposit shall be retained by Seller as full liquidated damages, in lieu of any other claims or causes of action which may be available to Seller at law or in equity by reason of such default hereunder by Buyer; the foregoing forfeiture of the Deposit to Seller is agreed upon as liquidated damages by the parties hereto because of the difficulty of ascertaining the actual damages Seller may suffer by reason of Buyer's breach of this Agreement. Seller

expressly waives the right to seek specific performance of this Contract or to sue for damages.

- b. In the event that all of the conditions precedent to Seller's obligations hereunder have been satisfied or waived and Buyer performs all of its obligations hereunder, and Seller fails to close on the Property pursuant to the terms hereof in breach of the terms of this Agreement, then Buyer, at its option, may terminate this Agreement by delivery of written notice to Seller, in which event the Deposit shall be returned to Buyer. Buyer shall have the right to pursue all legal remedies available to them, including but not limited to the reimbursement of actual damages/costs incurred by the County, and/or specific performance of this Agreement.

15. **Parties Bound.** This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

16. **Applicable Law.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Virginia.

17. **Merger.** The provisions of this Agreement shall survive the Closing hereunder and the execution and delivery of the deed of conveyance covering the Property and shall not be merged therein.

18. **Total Agreement.** This Agreement, including all exhibits hereto, contained the full and final agreement between the parties hereto with respect to the sale and purchase of the Property. Buyer and Seller shall not be bound by any terms, conditions, statements, warranties, or representations, oral or written, not contained herein. No change or modification of this Agreement shall be valid unless the same is in writing and is signed by the parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless the same is in writing and is signed by the party against which it is sought to be enforced.

19. **Notice.** All notices, demands, or other communications that may be necessary or proper hereunder shall be deemed duly given if personally delivered upon delivery (or at such time as delivery is not accepted by the intended recipient), when deposit with the United State Post Service or other reputable delivery service, and addressed respectively as follows:

Buyer: Augusta County
Office of the County Attorney
18 Government Center Lane
Post Office Box 590
Verona, Virginia 24482

Seller: Masako Zapton
P.O. Box 106
Staunton, Virginia 24401

Any party hereto may change its address for notice purposes hereunder by delivering written notice thereof to the other parties in accordance with the foregoing provisions.

20. **Risk of Loss.** The risk of loss for damage to the Property or any improvements or fixtures located thereon by fire or other casualty is hereby assumed by Seller until the Closing and recordation of the Deed covering the Property.

21. **Condemnation.** Seller agrees to give Buyer prompt notice of any actual or threatened taking of all or any portion of the Property by condemnation or eminent domain prior to Closing. In the event that, prior to Closing, there shall occur a taking by condemnation or eminent domain of all or any portion of the Property or a proposed conveyance to a condemning authority in lieu of condemnation, then Buyer, at its option, may either (a) terminate this Agreement by delivery of written notice thereof to Seller, and thereupon the parties hereto shall have no further rights or obligations hereunder and the Deposit shall be returned to Buyer, or (b) proceed to Closing hereunder, in which event Seller shall assign to Buyer at Closing all interest of Seller in and to any condemnation proceeds that may be payable to Seller on account of such condemnation and thereupon Buyer shall control all negotiations and proceedings undertaken with the condemning authority with respect to the Property; Buyer shall receive a credit at Closing in the amount of any condemnation proceeds paid to Seller with respect to the Property prior to Closing.

22. **Headings.** The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

23. **Counterpart.** This Agreement may be executed in multiple original counterparts, each of which shall be an original, but all of which shall constitute one and the same Agreement.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

SELLER:

MASAKO ZAPTON

BUYER:

AUGUSTA COUNTY, VIRGINIA

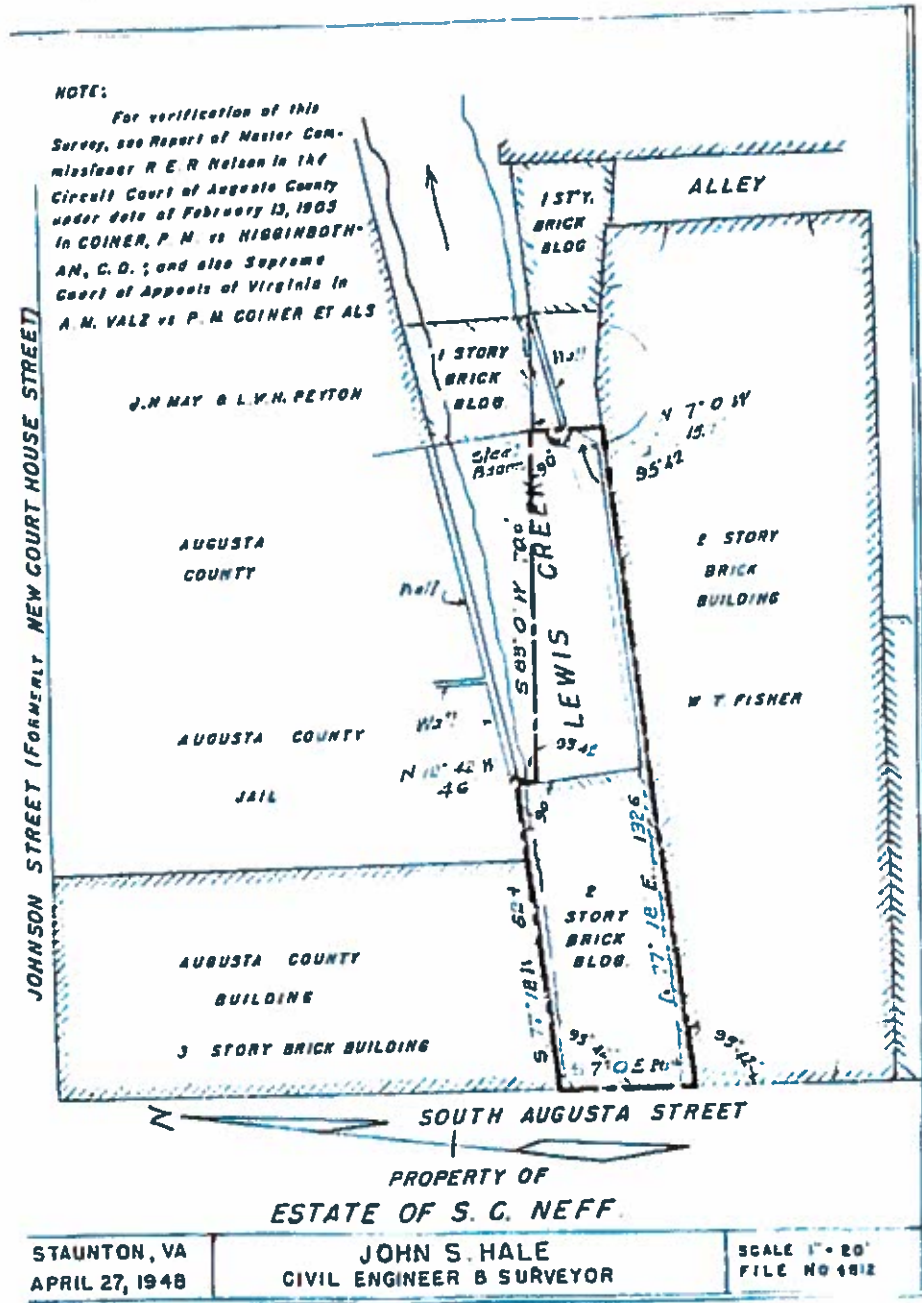
By: _____

Name: _____

Title: _____

COTTONWOOD COMMERCIAL

Exhibit A: 111/113 S August St



1958 Evelyn Byrd Avenue, Harrisonburg VA 22801
P: (540) 434-9922 F: (540) 437-0105 www.Cottonwood.com

**COUNTY OF AUGUSTA
 CONSERVATION EASEMENT REVIEW
 STAFF REPORT
 FOR SIMMONS PROPERTY
 9/10/2019 – PC Meeting
 Revised 9/11/2019**

SUBJECT: David Lee or Patricia F. Simmons Conservation Easement Review
DATE: August 22, 2019
TAX MAP: 004-48A and 004-100
MAGISTERIAL DISTRICT: North River
AREA OF PROPERTY: The property is within ½ mile of Augusta County owned Natural Chimneys Park. The Comprehensive Plan requests review of conservation easements placed within ½ mile of significant public facilities.
PROPERTY OWNER: David Lee or Patricia F. Simmons
CURRENT ZONING: General Agriculture
OVERLAY DISTRICTS: Floodplain Overlay
PROPOSED REQUEST: Board review of proposed conservation easement
COMPREHENSIVE PLAN PLANNING POLICY AREA/ FUTURE LAND USE DESIGNATION: Agricultural Conservation Area
EXISTING USE: Farm and open space
ADJACENT ZONING: General Agriculture zoning to the north, east, south and west.

Soils: Class I, II, and III soils are considered the best for farming.

Tax Map #	004	48A	004	100
Acreage of Class 1- Green		11		73.641
Acreage of Class 2 - Yellow		0		0
Acreage of Class 3 - Red		7.633		13
Acreage of Class 4 - Blue		0		0
Acreage of Class 6 - Orange		0		0
Acreage of Class 7 - Brown		0		0
Acreage of Woodland		3		21
Acreage of House Site		0		0
Total Acreage		21.633		107.641

School Board Staff Comments: The request for a conservation easement on the property highlighted in the Aug. 16, 2019 email near Natural Chimneys will have no significant impact on these three (3) schools.

The table below indicates the enrollment as of August 19, 2019.

School	Enrollment	Capacity
North River Elementary	254	444
Beverley Manor Middle	713	800
Buffalo Gap High	479	740

VDOT Comments:

1. VDOT does not object to the creation of the conservation easement.
2. Any form of access, regardless of conservation easement, will be reviewed and permitted by VDOT.
3. The draft easement language appears to allow right-of-way acquisition for road maintenance and minor upgrades, but prohibits acquisition for the purpose of road widening. While there are no known road improvements currently funded for Towers Road, we have concerns that this easement language could result in hindering future roadway improvements, should they be warranted. VDOT recommends revising the language to allow acquisition of right-of-way for the purpose of road widening.

Service Authority Comments: There is no public water or sewer available in the area of the subject parcels.

Engineering Comments:

Environment Ordinance Considerations

This property drains to North River which is listed on the Virginia DEQ DRAFT 2018 Impaired Waters List. This impaired segment extends from its confluence with Freemason Run downstream to the 5 mile PWS limit for the Bridgewater Public Water Intake. The impaired use is recreation, the specific impairment is E. coli. The source is wildlife other than waterfowl. This segment is covered by an approved TMDL. (Bacterial Federal TMDL ID # 23366).

Overlay Ordinance Considerations

This property lies outside of the Source Water Protection Overlay (SWPO).

This property lies outside of the Airport Overlay District (APO).

Portions of this property lie within Zone AE on the FEMA FIRM. Any development on this portion of the property must meet the provisions of the Floodplain Overlay (FPO) Ordinance. Placement of fill in this area is discouraged. Any fill placed in this area could impact other properties and will require a detailed flood study and a Letter of Map Revision (LOMR) from FEMA. New lots must contain a "Buildable Area" outside of the floodplain.

This property lies outside of the Urban Service Overlay District (USO).

Subdivision Ordinance Considerations

This property is in the Agricultural Conservation Area and thus is not anticipated for development. There may be a need for improvements to adjacent public roads. The conservation easement should be drafted to accommodate future improvements to the road and/or bridge.

Natural Resources Recommendations from the Comprehensive Plan

The Augusta County Comprehensive Plan recommends performance standards to protect natural resources. For Agricultural Conservation Areas, a riparian buffer of 100 feet on either side of a stream or the limit of the floodplain (whichever is wider) is encouraged, and stormwater should not be piped through in a manner to short-cut the buffer. Additionally, there should be no development or filling in floodplain areas and reforestation is encouraged.

This property lies within a flood control inundation zone. For Flood Control Dam Inundation Zones in Agricultural Conservation Areas, the Comprehensive Plan recommends habitable structures should be located outside of the zone if reasonable alternatives exist.

This property may or may not contain wetlands. For Wetland areas, the Comprehensive Plan recommends provision of a 100 foot buffer from the edge of wetlands and enhanced water quality treatment for any water discharging to the wetlands.

This property may or may not contain unique natural features. For unique natural features such as caves, major karst features, critical habitats, etc., the Comprehensive Plan recommends provision of open space amenities through development of layout and lot sizes, as well as maximizing continued use of active agricultural and forestry areas.

Parks and Recreation Comments: Natural Chimneys Park is pretty well buffered currently and wouldn't anticipate any close property parcels being developed and having an impact on the park. That being said, you never know, and typically would support land in close proximity to a park like Natural Chimneys being conserved – preservation of open space, impact on groundwater, etc.

STAFF COMMENTS

Augusta County Comprehensive Plan 2014/2015 Update

“Policy 2: Conservation Easements. The county should support and encourage the placement of conservation easement on property located in the Rural Conservation and Agricultural Conservation Areas. Proposed easements within ½ mile of significant public facilities such as, but not limited to, the Shenandoah Valley Regional Airport or Blue Ridge

Community College should be reviewed by the Board of Supervisors, with input from the impacted agencies, to determine the appropriateness of the proposed easement and the potential impact on the public facility" (pg. 48).

Based on the comments included in this report, staff does not identify any negative impacts to the Natural Chimneys public facility, but rather a benefit of ensuring land in close proximity to the park remains in open space. Furthermore, approximately 81% of the parcel acreage is listed as Class I, II, or III soils, which are considered the best for farming. Furthermore, portions of this property lie within Zone AE on the FEMA FIRM.

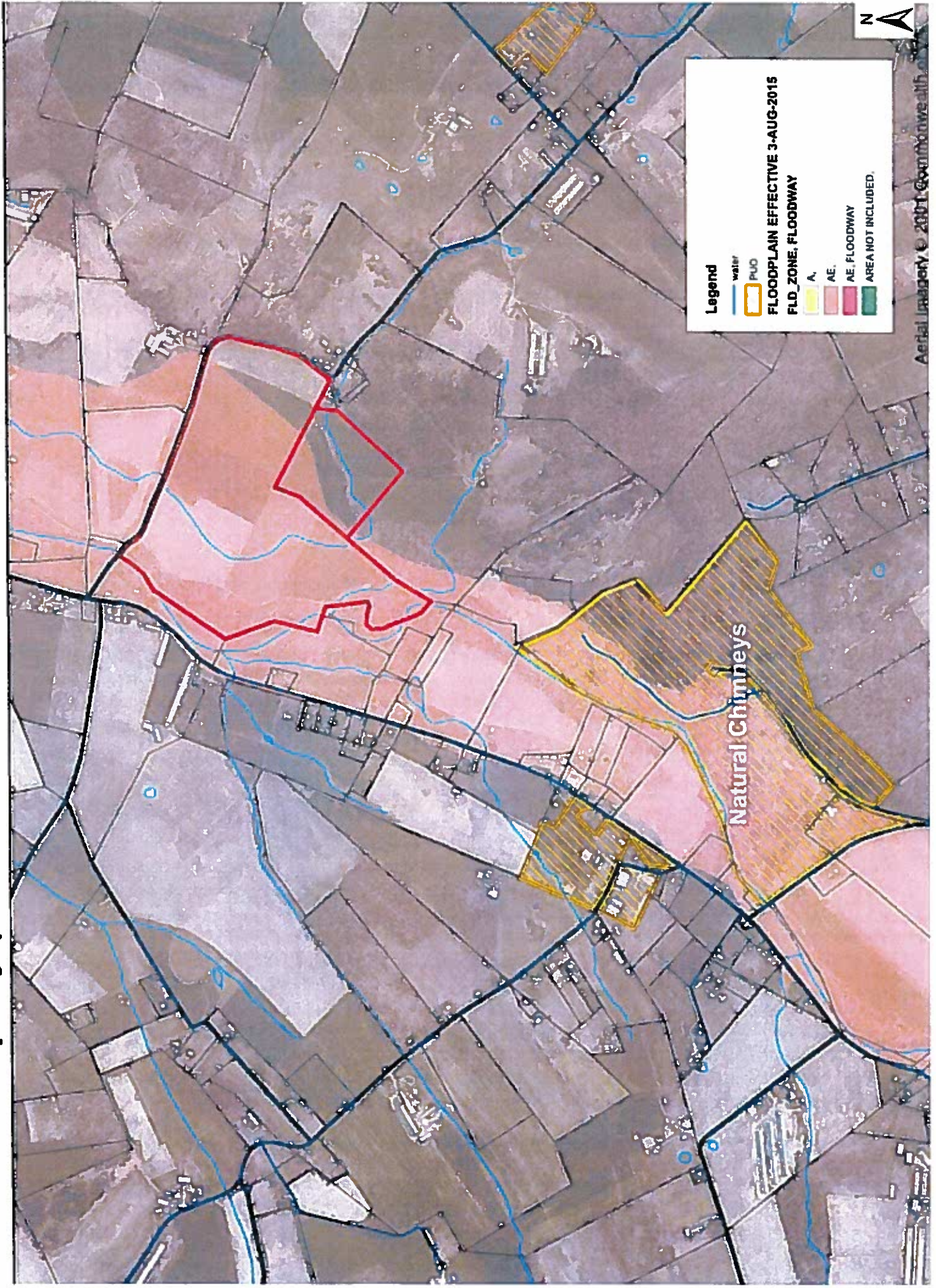
Staff would like to highlight VDOT's comment concerning more flexibility in the conservation easement language for additional travel lanes if ever warranted.

Staff recommends that the request is in compliance with the Comprehensive Plan.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommends that the placement of a conservation easement on Tax Map Parcels 004-48A and 004-100, including the draft easement language submitted with the request for review, is in compliance with the Augusta County Comprehensive Plan.

Simmons Property (TMP 004-100 and 004-48A)



VCC Template Draft (Standard)

NOTE TO TITLE EXAMINERS: This conservation easement contains restrictions on permitted uses and activities on the property described below, which run with the land and are applicable to the property in perpetuity.

Prepared by: _____

Return to: Valley Conservation Council, Inc.
17 Barristers Road
Staunton, Virginia 24401

TAX MAP NO or PIN: _____

Exempted from recordation tax
under the Code of Virginia (1950), as amended,
Section 58.1-811. D

THIS DEED OF GIFT OF EASEMENT (this "Easement"), made this ___ day of _____, 20___, [between *or* among] _____ ("Grantor"), VALLEY CONSERVATION COUNCIL, INC., a Virginia nonstock, nonprofit charitable corporation ("Grantee") (the designations "Grantor" and "Grantee" refer to Grantor and Grantee and their respective successors and assigns); [*if lien*] _____ ("Lender") to be indexed as Grantor, and _____ and _____, ("Trustee" *or* "Trustees"), to be indexed as Grantor, witnesseth:

RECITALS:

R-1 Grantor is the owner in fee simple of real property situated in _____ County, Virginia, containing in the aggregate approximately _____ acres as further described below (the "Property"), and desires to give, grant, and convey to Grantee a perpetual open-space easement over the Property as herein set forth.

R-2 The Virginia Conservation Easement Act (Chapter 10.1 of Title 10.1, Sections 10.1-1009 through 10.1-1016 of the Code of Virginia (1950), as amended) (the "Conservation Easement Act") provides for the conveyance of a conservation easement to a charitable organization which has been declared exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), to retain or protect natural or open-space values of real property, assure its availability for agricultural, forestal or open-space uses, protect natural resources, or maintain or enhance air or water quality.

R-3 Grantee is a qualified and permissible "holder" of a conservation easement under the Conservation Easement Act as a charitable corporation which has been declared exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and has had its principal office in the Commonwealth of Virginia for at least five (5) years. Grantee is also a "qualified organization" and "eligible donee" under Section 170(h)(3) of the Internal Revenue Code and Treasury Regulation Section 1.170A-14(c)(1) and is willing to accept a perpetual conservation easement over the Property as herein set forth.

R-4 As required under Section 10.1-1010.E of the Conservation Easement Act, the limitations and obligations imposed on the use of the Property by this Easement conform to the County of _____ Comprehensive Plan adopted on _____, and the Property is located within an area that is designated as _____ on the county's future land use map.

R-5 This Easement is intended to constitute (i) a "qualified conservation contribution" as defined in Section 170(h)(1) of the Internal Revenue Code and as more particularly explained below, and (ii) a qualifying "interest in land" under the Virginia Land Conservation Incentives Act of 1999 (Section 58.1-510 *et seq.* of the Code of Virginia (1950), as amended).

R-6 This Easement is intended to be a grant "exclusively for conservation purposes" under Section 170(h)(1)(C) of the Internal Revenue Code, because it effects "the preservation of open space (including farmland and forest land)" under Section 170(h)(4)(A)(iii) of the Internal Revenue Code; specifically the preservation of open space on the Property is pursuant to clearly delineated state governmental conservation policies [*if applicable*] [and is for (i) the preservation of land areas for outdoor recreation by, or the education of, the general public under Section 170(h)(4)(A)(i) of the Internal Revenue Code, (ii) the protection of a relatively natural habitat of fish, wildlife, or plants or similar ecosystem, under Section 170(h)(4)(A)(ii) of the Internal Revenue Code *and or* (iii) the preservation of an historically important land area or a certified historic structure under Section 170(h)(4)(A)(iv) of the Internal Revenue Code.]

R-7 This conservation easement in gross constitutes a restriction granted in perpetuity on the use that may be made of the Property and is in furtherance of and pursuant to the clearly delineated governmental conservation policies set forth below: [*Cite state, local, or federal governmental policies that will be advanced by the preservation of the Property, and the public benefit of such preservation.*]

(i) Land conservation policies of the Commonwealth of Virginia as set forth in:

a. Section 1 of Article XI of the Constitution of Virginia, which states that it is the Commonwealth's policy to protect its atmosphere, lands, and waters from pollution, impairment, or destruction, for the benefit, enjoyment, and general welfare of the people of the Commonwealth:

b. The Conservation Easement Act cited above:

c. The Virginia Land Conservation Incentives Act, Chapter 3 of Title 58.1, Sections 58.1-510 through 58.1-513 of the Code of Virginia (1950), as amended, which

supplements existing land conservation programs and allows a credit against Virginia income tax liability for a conservation easement conveyed for, among other purposes, agricultural and forestal use, or agricultural preservation:

d. Grantee's formal practices in reviewing and accepting this Easement. Grantee has engaged in a rigorous review, considered and evaluated the benefits provided by this Easement to the general public as set forth in these recitals, and concluded that the protection afforded the open-space character of the Property for agricultural and or forestal use by this Easement will yield a significant public benefit and further farmland preservation and other conservation objectives of Grantee and the Commonwealth of Virginia:

[Add any other applicable state laws and policies]

(ii) Land use policies of the County of _____ as delineated in:

a. its comprehensive plan adopted on _____, to which plan the restrictions set forth in this Easement conform and which contains the following: *[Enumerate below any applicable goals, objectives, strategies, visions, policies, etc. of the comprehensive plan.]*

b. *[Applicable if locality has land use value assessment and the Property has been given such designation.]* Section _____ of the _____ County Code, which provides for use value assessment of real estate devoted to agricultural, forestal, horticultural or open-space uses, the Property having been approved for use value assessment by the county;

c. *[Applicable if Property is in an agricultural, forestal or agricultural and forestal district.]* Section _____ of the _____ County Code, which provides certain tax benefits and other protections for agricultural and forestal use of land to landowners who voluntarily limit development of their property under the terms of the applicable district, which ordinance was enacted pursuant to the Virginia Agricultural and Forestal Districts Act. The Property is located within the _____ Agricultural and Forestal District, and, as such, has been identified by _____ County as worthy of protection for conservation purposes.

d. *[If available, add this: Correspondence dated _____ from _____ County acknowledging that contribution of this Easement to Grantee and the restrictions set forth herein conform to the land use plan and policies of the county.]*

(iii) Land conservation policies of the United States as set forth in the Agricultural Conservation Easement Program (16 U.S.C. Section 3865 *et seq.*) which was established to encourage the protection of land for agricultural use and future viability for agriculture by limiting nonagricultural uses.

R-___ *[Cite here any other studies or plans that will be supported by the Property's preservation, conservation awards, or other recognition that the Property has received.]*

R-___ [Recite the particular conservation attributes of the Property, the public benefit they yield, and how the restrictions set forth below protect such attributes]

R-___ This Easement will yield significant public benefit to the citizens of the Commonwealth as set forth in these recitals and in Section I below.

R-___ Grantor and Grantee desire to protect in perpetuity the conservation values of the Property as specified in Section I by restricting the use of the Property as set forth in Section II.

R-___ Grantee has determined that the restrictions set forth in Section II (the "Restrictions") will preserve and protect in perpetuity the conservation values of the Property and will limit use of the Property to those uses consistent with, and not adversely affecting, the conservation values of the Property and the governmental conservation policies furthered by this Easement.

R-___ Grantee, by acceptance of this Easement, designates the Property as property to be retained and used in perpetuity for the preservation and provision of open-space land pursuant to the Conservation Easement Act.

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein, and in consideration of the mutual covenants herein and their acceptance by Grantee, Grantor does hereby give, grant, and convey to Grantee a conservation easement in gross (this "Easement") over, and the right in perpetuity to restrict the use of, the Property, which is described below and consists of _____ acres located in _____ County, Virginia, near _____, fronting on State Route _____ [or road name], to-wit:

The Property is shown as Tax Map No. [or PIN] _____ in the land records of the County of _____, Virginia. Even if the Property consists of more than one parcel for real estate tax or any other purpose or if it may have been acquired previously as separate parcels, it shall be considered one parcel for purposes of this Easement, and the restrictions and covenants of this Easement shall apply to the Property as a whole.

SECTION I -PURPOSES

The conservation purpose of this Easement is to preserve and protect the conservation values of the Property in perpetuity by imposing the restrictions on the use of the Property set forth in Section II and providing for their enforcement in Section III. The conservation values of

the Property are described in the above recitals, are documented in the Baseline Documentation Report described in Section IV below and include the Property's open-space [*and if applicable: scenic, natural, historic, scientific, or recreational*] values [*Add if applicable: and its value as land preserved for rural uses such as forestry and agriculture (including livestock production)*]. [*In Section II add specific restrictions needed to provide protection for such values.*]

Pursuant to the Virginia Land Conservation Foundation's Conservation Value Review Criteria the further conservation purpose of this Easement is [*Insert one or more as applicable: preservation of land for agricultural use, forestal use, natural habitat and biological diversity, or watershed preservation.*]

Grantor covenants that no acts or uses that are inconsistent with the purpose of this Easement or the conservation values herein protected shall be conducted on the Property.

SECTION II – RESTRICTIONS

Restrictions are hereby imposed on the use of the Property pursuant to the public policies set forth above. The acts that Grantor covenants to do and not to do on the Property, and the restrictions that Grantee is hereby entitled to enforce, are and shall be as follows:

1. DIVISION.

(i) **Separate conveyance of a portion of the Property or division of the Property is prohibited.** [*Alternate language where division rights are retained: The Property shall not be divided into, or separately conveyed as, more than _____ parcels (_____ division(s) permitted)*]. For purposes of this Easement, division of the Property includes, but is not limited to, recordation of a subdivision plat, judicial partitioning of the Property, testamentary partitioning of the Property, or pledging for debt of a portion of the Property.

(ii) [*If applicable: Grantor shall give Grantee prior written notice prior to making the a division of the Property. In the event of a division and conveyance of a portion of the Property as provided in this Paragraph 1, the grantor making the conveyance retains the right to make the further permitted division(s) of the remainder of the Property not so conveyed, except to the extent the any permitted division(s) is are allocated by that grantor in the instrument creating the division or other recorded instrument.*]

(iii) Boundary line adjustments with adjoining parcels of land are permitted and shall not be considered separate conveyances of portions of the Property or divisions of the Property, provided that: (a) Grantee approves such adjustments and is made party to any deed creating a boundary line adjustment; (b) the entire adjacent parcel is subject to a recorded conservation or open-space easement that meets the requirements of the Virginia Open-Space Land Act (Chapter 17 of Title 10.1 Sections 10.1-1700 through 10.1-1705 of the Code of Virginia (1950), as amended) or the Conservation Easement Act and Section 170(h) of the Internal Revenue Code; (c) such open-space or conservation easement is held by Grantee or a qualified transferee as described in

Paragraph 10 of Section V hereof: (d) any portion of the Property transferred and incorporated into the adjacent parcel remains expressly subject in perpetuity to the restrictions set forth in this Easement; and (e) if applicable, the transfer complies with the requirements of Paragraph 10 of Section V hereof as a partial assignment of this Easement.

(iv) The acquisition of a *de minimis* portion of the Property adjacent to State Route(s) _____ for minor road improvements shall not be considered a division of the Property, and neither the acquisition of such a *de minimis* portion of the Property nor the use of the portion of the Property so acquired shall be prohibited by this Easement, provided that Grantee approves such conveyance or taking, which approval shall be contingent on the project including all reasonable actions, such as landscaping or topographic improvements, to minimize the project's impact on the Property and prevent harm to its conservation values. Grantor reserves its separate rights to approve such acquisition. Use of the Property for such a project is limited to minor improvements to Route(s) _____ in its their present alignment(s), including, but not limited to, maintenance, correction, repair, or upgrading of the existing public road(s). [*Optional addition: Such improvements could include, but are not limited to, the addition or renovation of ditches, box culverts, drainage swales, side slopes, curbing, re-grading, or enhancements, such as pull-offs, bike lanes, and restoration projects.*] For the purpose of this paragraph, "minor road improvements" does not include the addition of new travel lanes, except bike lanes. Any portion of the Property acquired from Grantor pursuant to this paragraph shall remain subject to the terms and restrictions of this Easement. [*This de minimis paragraph is not applicable if the Property has no road frontage.*]

[*If applicable: (v) If the a permitted division of the Property requires a road or street dedication, such dedication shall not be considered a separate conveyance of a portion of the Property or a division of the Property.*]

2. BUILDINGS, STRUCTURES, ROADS, AND UTILITIES.

(i) No buildings, structures, roads or utilities, other than the following, are permitted on the Property, provided, however, that certain permitted buildings and structures are subject to the siting restrictions set forth in Section II, Paragraph 2(iii) below:

(a) **Dwellings and non-residential outbuildings and structures.** _____ dwelling unit(s), such as detached or attached dwellings, barn or garage apartments, or cabins, each of which may be used by one or more persons or families.

(1) Such dwelling(s) shall not [*if more than one: individually*] exceed _____ square feet of above-ground enclosed living area without Grantee's prior review and written approval, which approval shall take into consideration the impact of the size, height, and siting of the proposed dwelling(s) on the conservation values of the Property.

(2) *[If more than one.* Notwithstanding the permitted size of individual dwellings set forth above, the _____ dwellings shall not exceed an aggregate of _____ square feet of above-ground enclosed living area.]

(3) *[If applicable, select either:* The dwelling(s) currently existing on the Property shall be counted in the number of permitted dwellings and in the permitted aggregate square feet of above-ground enclosed living area. *Or* The dwelling(s) currently existing on the Property shall be counted as the permitted dwelling(s).]

(4) Grantor shall give Grantee thirty (30) days' prior written notice before beginning construction or enlargement of a the dwelling(s) on the Property.

(5) *[If applicable:* In the event of division of the Property as provided in Section II, Paragraph 1, the grantor making the division retains all permitted dwelling rights unless such rights are allocated [between *or* among] the parcels in the instrument creating the division or another recorded instrument. If the permitted dwelling rights are allocated [between *or* among] the parcels, the square footage of above-ground enclosed living area should also be so allocated.]

(6) Non-residential outbuildings and structures commonly and appropriately incidental to such dwelling(s) sized appropriately to serve as amenities to residential use are permitted, provided that such non-residential outbuildings and structures shall not, without the prior written approval of Grantee, exceed an aggregate of two-thousand (2,000) square feet in ground area for each permitted dwelling existing as of the date of this Easement and for each permitted dwelling constructed after the date of this Easement:

(b) **Farm buildings or structures.** Farm buildings and structures are permitted, provided, however, no farm building or farm structure constructed after the execution and recording of this Easement shall exceed _____ square feet in ground area without the prior written approval of Grantee, which approval shall be limited to consideration of the impact of the size, height, and siting of the proposed building or structure on the conservation values of the Property. For purposes of this paragraph (b), a farm building or structure shall mean a building or structure originally constructed and used for the activities specified in Section II Paragraph 3(i)(a) below; and

(c) **Buildings for the processing and sale of farm or forest products, certain animal-related uses and small-scale commercial operations.** Buildings not exceeding four thousand five hundred (4,500) square feet of enclosed area in the aggregate and not individually exceeding two thousand five hundred (2,500) square feet of enclosed area for the activities specified in Section II, Paragraphs 3(i)(b) and 3(i)(c) below. *[If applicable:* In the event of division of the Property as provided in Section II, Paragraph 1, the grantor making the division retains all

permitted rights to buildings described in this paragraph (c) unless the right to construct such building or buildings is allocated [between *or* among] the parcels in the instrument creating the division or another recorded instrument.]

(d) Roads, driveways and trails.

(1) Private roads and driveways to serve permitted buildings or structures: [*If applicable*: private roads and access easements to parcels created by (the) permitted division(s) of the Property; and] roads with permeable surfaces for permitted uses and activities, such as farming or forestry.

(2) Private roads or driveways and access easements over the Property to serve adjacent properties, provided that such roads or driveways have the prior written approval of Grantee, which approval shall take into consideration the impact of the roads or driveways on the conservation values of the Property.

(3) [*If applicable*: Public roads required to be constructed in conjunction with (the) permitted division(s) of the Property, provided that Grantee determines that the construction and maintenance of such public roads will not impair the conservation values of the Property and gives prior written approval for such construction. Any such dedication of required road(s) for such division(s) shall not be considered (an additional division additional divisions) of the Property, and this Easement shall remain in effect with respect to the portion of the Property so dedicated;]

(4) Trails with pervious surfaces, including, but not limited to, hiking, biking, and equestrian trails, shall remain in effect with respect to the portion of the Property so dedicated, provided that any such trail shall not exceed ten (10) feet in width without Grantee's prior written approval; and

(e) Utilities and alternative energy structures.

(1) Public or private utilities within existing rights-of-way therefor, consistent with any recorded instrument granting such rights-of-way, or current customary use of the right-of-way if it is not documented by a recorded instrument.

(2) Public or private utilities to serve permitted buildings, structures, or activities on the Property. In addition, public or private utilities to be constructed in whole or in part to serve other properties, provided Grantee determines that the construction and maintenance of such utilities will cause no impairment of the conservation values of the Property and gives its prior written approval for such construction and maintenance. Approval of such construction and maintenance shall take into consideration the visibility and any other possible adverse impact of such utilities on the conservation values of the Property. Grantor reserves its separate rights to approve any public or private utilities.

(3) Alternative energy structures used to harness natural renewable energy sources, such as sunlight, wind, water, or biomass, to serve permitted buildings, structures, or activities on the Property, which limitation shall not be deemed to prohibit the sale of excess power generated incidentally in the operation of such structures and associated equipment.

(4) Alternative energy structures constructed in whole or in part to serve other properties, provided Grantee determines that the construction and maintenance of such structures will cause no impairment of the conservation values of the Property and gives its prior written approval for such construction and maintenance. Approval of such construction and maintenance shall take into consideration the visibility and any other possible adverse impact of such structures on the conservation values of the Property.

(f) **Small-scale miscellaneous buildings or structures.** Small-scale miscellaneous buildings and structures, the existence of which is consistent with the conservation purposes of this Easement and which will not impair the conservation values protected herein, such as hunting stands, wildlife observation structures, fences, boardwalks, structures for crossing streams or wetlands.

(g) **Signs.** Signs (but not billboards or other signs larger than 32 square feet in area).

(ii) **Right to construct, use, and maintain.** Grantor shall have the right to construct any dwellings, other buildings, structures, roads, driveways, trails, and utilities permitted in Section II, Paragraph 2(i) above and to repair, maintain, renovate, expand, and replace any permitted dwellings, other buildings, structures, roads, driveways, trails, and utilities on the Property, within the limitations set forth in this Easement.

(iii) **Siting of buildings and structures.** To protect [Select one or more or *add whatever other features are being protected*: the scenic values of the Property, the agricultural soils on the Property *and or* the historic _____ on the Property]; all new buildings or structures shall be constructed within [the *or* a] Building [Envelope *or* Envelopes] described or shown on Exhibit __. [If there is a riparian protection zone below, *add this*: (See Section II, Paragraph 5(i) for further restrictions on improvements in the riparian protection zones(s).)]

(iv) **Collective footprint limitation.** The collective footprint of all buildings and structures on the Property, excluding linear surfaces, such as roads, driveways, walls, fences, and boardwalks, shall not exceed one percent (1%) of the total area of the Property. For the purpose of this paragraph the collective footprint is the ground area measured in square feet of the buildings and structures set forth in Section II Paragraph 2(i)(a) through (c), (e), and (f), excluding linear surfaces, such as roads, driveways, walls, fences, and boardwalks. [*Addition when appropriate*: In the event of division of the Property, the collective footprint of the buildings and structures and all other impervious surfaces on each parcel, excluding roads and driveways, shall not exceed one percent

(1^oa) of the total area of such parcel unless otherwise allocated in the instrument of transfer or other recorded instrument.]

3. INDUSTRIAL AND COMMERCIAL ACTIVITIES ON THE PROPERTY.

(i) Industrial or commercial activities on the Property are limited to the following:

(a) agriculture (including livestock production), equine activities, or forestry;

(b) processing or sale of farm or forest products produced or partially produced on the Property, and with Grantee's prior written approval, approved animal-related uses, including but not limited to kennels, wildlife rehabilitation centers, or veterinary clinics. Grantee's prior written approval of such aforementioned animal-related uses shall be contingent upon Grantee's determination that any such proposed animal-related use is consistent with the conservation purposes of this Easement;

(c) small-scale commercial or industrial operations compatible with the activities set forth in (a) and or (b) above, including but not limited to agritourism, cafes, shops, and studios for arts and crafts, provided that Grantee approves any such proposed operation in writing as being consistent with the conservation purposes of this Easement;

(d) activities, other than those already permitted in (a), (b), and (c) above, that can be, and in fact are, conducted within permitted buildings without material alteration to their external appearance, provided that any such use which will require construction of parking or installation of signage shall require the prior written approval of the Grantee, and provided further that such activities to be conducted in buildings exceeding 10,000 square feet in ground area are subject to the written approval of Grantee, which approval shall take into consideration the impact of the activities and any proposed associated infrastructure improvements on the conservation values of the Property;

(e) the sale of excess power generated in the operation of alternative energy structures and associated equipment to serve permitted buildings, structures, and activities on the Property as provided in Section II, Paragraph 2(i)(e)(3) above and the sale of power generated in the operation of alternative energy structures to serve other properties as permitted with approval in Section II, Paragraph 2(i)(e)(4);

(f) activities to restore or enhance wetlands or streams or to restore, enhance, or develop other ecosystem functions on the Property including, but not limited to, stream bank restoration, wetland and stream mitigation, biological carbon sequestration, and biodiversity mitigation, provided that such activities are not in conflict or inconsistent with the conservation purposes of or the restrictions set forth in this Easement and that prior written approval for same shall have been obtained from Grantee. Grantee is not responsible for monitoring any such activities and has no obligation to enforce the provisions of any permit(s), restriction(s), or easement(s) therefor. Subject to Grantee's approval, Grantor is free to participate in same in Grantor's discretion and to retain any remuneration derived therefrom;

(g) outdoor activities that do not impair the conservation values of the Property;

(h) agriculture-based and or natural resource-based educational, scientific, or recreational activities, provided that they are consistent with the conservation purposes of this Easement and do not impair the conservation values of the Property; and

(i) natural resource-based educational, scientific, or recreational activities, provided that they are consistent with the conservation purposes of the Easement and do not impair the conservation values protected herein.

[*Optional:* (This may enable Grantor to obtain an estate tax benefit under IRC §2031(c); if this subparagraph (ii) is not added, delete the "(i)" above) (ii) Notwithstanding any other provision of this Easement, no commercial recreational use (except for *de minimis* commercial recreational uses) shall be allowed on the Property.]

4. **MANAGEMENT OF FOREST.** Best Management Practices ("BMPs"), as defined by the Virginia Department of Forestry, shall be used to control erosion and protect water quality when any material timber harvest or land-clearing activity is undertaken. A pre-harvest plan shall be submitted to Grantee for approval no later than fourteen (14) days before beginning any material timber harvest, which approval shall take into consideration whether or not the pre-harvest plan is consistent with the terms of this Easement and its conservation purposes. The pre-harvest plan shall describe the BMPs to be used in sufficient detail to ensure that water quality will be protected.

The following activities do not constitute material timber harvesting or land clearing and do not require the use of BMPs or a pre-harvest plan: the cutting, clearing, or removal of trees on less than _____ (_____) acres of the Property at any one time (i) for the construction or maintenance of permitted roads, trails, utilities, buildings, structures, or ponds, (ii) for firewood for Grantor's domestic use, (iii) which are invasive species, (iv) which pose a threat to the health or safety of persons, property, or livestock, (v) which are dead, diseased, or dying, or (vi) for other permitted activities on the Property, except timber harvesting or land clearing.

5. RIPARIAN PROTECTION ZONE. [*Make everything in this Paragraph plural if there are two or more riparian protection zones on the Property, e.g., creek traversing the Property, so both sides are buffered.*]

To protect water quality and natural habitat, a riparian protection zone ("RPZ") shall be maintained on the Property [*If applicable, add: as shown on Exhibit ____, attached hereto and made a part hereof, and as shown in the Baseline Documentation Report.*]

[*Option 1 for watercourse only with buffer*] Such zone is made up of a _____-foot riparian buffer along the edge of the [*Add as appropriate: _____ River, _____ Creek, perennial stream, and or intermittent stream*] on the Property, as

measured [*Select: from the top of the bank of the _____ (or if tidal watercourse) from the high water mark of the _____*].

(and or)

[*Option 2 for watercourse and contiguous wetlands with buffer*] Such zone is made up of wetlands contiguous to the [*Add as appropriate: _____ River, _____ Creek, perennial stream, and or intermittent stream on the Property*] and a ___-foot wetland buffer extending in a landward direction from the edge of the wetlands.

(i) Within the RPZ there shall be:

(a) no construction of buildings or other structures without Grantee's prior written approval;

(b) no new paved roads or paving of existing roads without Grantee's prior written approval;

(c) no storage of manure, fertilizers, chemicals, machinery or equipment;

(d) no removal of trees, except

(1) removal of invasive species.

(2) removal of dead or diseased trees,

(3) removal of trees posing a threat to human or livestock health or safety.

(4) minimal removal of trees for the purpose of maintaining existing roads.

(5) minimal removal of trees for creation of small wildlife plots, and

(6) minimal removal of trees for construction and maintenance of new permitted roads, stream crossings, dams, and any other structures permitted in subparagraph (ii) below; and

(e) no plowing, cultivation, filling, or other earth-disturbing activity, except as may be reasonably necessary for the activities set forth in Section II Paragraph 5(ii) below.

[*Recommended additional language if livestock could be maintained on the Property but are to be excluded from the RPZ or the watercourse.*]

In addition, livestock shall be excluded from the [*Select: RPZ or the _____ (whatever watercourse)*] except (a) during times of drought or other emergencies, (b) for stream crossings, or (c) for watering at limited access points. Before the construction of any stream crossing within the RPZ, plans shall be submitted to Grantee for Grantee's prior written approval, which approval shall take into consideration whether best management practices and other measures will be utilized to minimize, to the extent practicable, damage to the RPZ, and minimize obstruction of water flow. Plans for the installation of limited access points for watering of livestock shall likewise be submitted to Grantee for Grantee's prior written approval of the proposed location of each limited access point, which approval shall take into consideration whether the location minimizes, to the extent practicable, damage to the RPZ and whether an alternative

location, which will provide adequate access to water for livestock, may be more desirable for protection of the RPZ.

(ii) Permitted within the RPZ are the following, subject to compliance with Best Management Practices:

(a) erosion control or restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3 (i)(f) above;

(b) fencing along or within the RPZ;

(c) construction and maintenance of stream crossings (including improvements over the RPZ to access crossings) for pedestrians, livestock, and vehicles, which crossings minimize obstruction of water flow and shall be subject to Grantee's prior written approval;

(d) creation and maintenance of natural habitat and small wildlife plots; and

(e) planting of trees, shrubs, grasses, or other native vegetation.

[Optional to include depending on easement] (f) creation and maintenance of new trails and roads without hard surfaces, provided that any such trail shall not exceed ten (10) feet in width and the location thereof shall be subject to Grantee's prior written approval, and maintenance of existing and new permitted trails and roads;

[Add other applicable exceptions as needed such as: diversion of water for agricultural use on the Property, construction and maintenance of portions of shoreline stabilization structures, and or portions of piers or docks for recreational or aquaculture purposes with access thereto.]

[Use only for Option 1] (iii) Subsequent to the recordation of this Easement the _____ *[whatever watercourse]* may meander or change course naturally, or as a result of the restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3(i)(e) above. In such event, the RPZ shall remain the same width, but move relative to the movement of the _____ *[whatever watercourse]*. In such event, any buildings or structures that were outside of the original RPZ and are determined to be within the new RPZ shall not be considered in violation of these restrictions and may be maintained and replaced at such locations, but not enlarged.

6. GRADING, BLASTING, FILLING AND MINING

(i) Grading, blasting, filling, or earth removal shall not materially alter the topography of the Property except (a) for clearing, grading, and dam construction to create and maintain ponds outside of the RPZ (but not storm water retention or detention ponds to serve other properties), (b) for restoration, enhancement, or development of ecosystem functions on the Property as permitted and limited under Section II, Paragraph 3(i)(e) above (c) for erosion and sediment control pursuant to an erosion and sediment control plan, or (d) as

required in the construction of permitted buildings, structures, roads, and utilities. Grantee may require appropriate sediment and erosion control practices to be undertaken for buildings, structures, roads, or utilities that require Grantee's approval in Section II Paragraph 2(i) or in Section II Paragraph 2(iii) above, as a condition of such approval.

(ii) Grading, blasting, filling, or earth removal in excess of one acre for the purposes set forth in subparagraphs (a) through (d) above require thirty (30) days' prior notice to Grantee. Surface mining on the Property and subsurface mining from the surface of the Property are prohibited. Drilling for oil or gas or other minerals on the Property is prohibited. Dredging on or from the Property is prohibited, except for maintenance of any ponds on the Property.

7. **ACCUMULATION OF TRASH.** Accumulation or dumping of trash, refuse, junk or toxic materials is not permitted on the Property. This restriction shall not prevent generally accepted agricultural or wildlife management practices, such as creation of brush piles, composting or the storage of farm machinery, organic matter, agricultural products or agricultural byproducts on the Property.

SECTION III – ENFORCEMENT

1. **RIGHT OF INSPECTION.** Representatives of Grantee may enter the Property from time to time for purposes of inspection (including photographic documentation of the condition of the Property) and enforcement of the terms of this Easement after permission from or at least 48 hours' notice to Grantor or Grantor's representative, provided, however, that in the event of an emergency, entrance may be made to prevent, terminate, or mitigate a potential violation of these restrictions with notice to Grantor or Grantor's representative being given at the earliest practicable time.
2. **ENFORCEMENT.** Grantee, in accepting this Easement, commits to protecting the conservation purposes of the Easement and has the resources necessary to enforce the restrictions set forth herein. Grantee has the right to bring a judicial proceeding to enforce the restrictions, which right specifically includes the right (i) to require restoration of the Property to its condition at the time of the conveyance or to require restoration of the Property to its condition prior to a violation hereof, provided that such prior condition was in compliance with the restrictions of and consistent with the purpose of this Easement; (ii) to recover any damages arising from non-compliance; (iii) to compel Grantor to disgorge to Grantee any proceeds received in activities undertaken in violation of the restrictions set forth herein; (iv) to require Grantor to replant or pay for the replanting of trees on the Property in the event that Grantor harvests timber in violation of Section II Paragraph 4 or 5 above; (v) to enjoin non-compliance by temporary or permanent injunction; and (vi) to pursue any other appropriate remedy in equity or law. If the court determines that Grantor failed to comply with this Easement, Grantor shall reimburse Grantee for any reasonable costs of enforcement, including costs of restoration, court costs, expert-witness costs, and attorney's fees, in addition to any other payments ordered by the court. Grantee's delay shall not waive or forfeit its right to take such action as may be necessary to ensure compliance with this Easement, and Grantor

hereby waives any defense of waiver, estoppel, or laches with respect to any failure to act by Grantee. Notwithstanding any other provision of this Easement, Grantor shall not be responsible or liable for any damage to the Property or change in the condition of the Property (i) caused by fire, flood, storm, Act of God, governmental act, or other cause outside of Grantor's control or (ii) resulting from prudent action taken by Grantor to avoid, abate, prevent, or mitigate such damage to or changes in the condition of the Property from such causes. Nothing in this Easement shall create any right in the public or any third party to maintain any judicial proceeding against Grantor or Grantee.

SECTION IV – DOCUMENTATION

Grantor has made available to Grantee, prior to conveyance of this Easement, documentation sufficient to establish the condition of the Property at the time of the conveyance, and documentation retained in the office of Grantee, including, but not limited to, the Baseline Documentation Report describes the condition and character of the Property at the time of the conveyance. The Baseline Documentation Report may be used to determine compliance with and enforcement of the terms of this Easement. However, the parties are not precluded from using other relevant evidence or information to assist in that determination. The parties hereby acknowledge that the Baseline Documentation Report contained in the files of Grantee is an accurate representation of the Property and contains a statement signed by Grantor and a representative of Grantee as required by Treasury Regulation Section 1.170A-14(g)(5)(i).

SECTION V – GENERAL PROVISIONS

1. **DURATION.** This Easement shall be perpetual. It is an easement in gross that runs with the land as an incorporeal interest in the Property. The covenants, terms, conditions, and restrictions contained in this Easement are binding upon, and inure to the benefit of, the parties hereto and their successors and assigns, and shall continue as a servitude running in perpetuity with the Property. The rights and obligations of an owner of the Property under this Easement terminate upon proper transfer of such owner's interest in the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.
2. **NO PUBLIC ACCESS AND GRANTOR'S RETENTION OF USE.** Although this Easement will benefit the public as described above, nothing herein shall be construed to convey to the public a right of access to, or use of the Property. Subject to the terms hereof, Grantor retains the exclusive right to such access and use including, but not limited to, the right to hunt, fish, or trap on the Property.
3. **GRANTOR'S REPRESENTATIONS AND WARRANTIES.** Grantor represents, covenants, and warrants that: (a) Grantor has good fee simple title to the Property (including the mineral rights located under the surface of the Property), (b) Grantor has all right and authority to give, grant, and convey this Easement, (c) the Property is free and clear of all encumbrances (other than restrictions, covenants, conditions, and utility and access easements of record), including, but not limited to, any leases, option contracts,

mortgage liens, deeds of trust liens, or other liens not subordinated to this Easement, and (d) no consent of any third party is required for Grantor to enter into this Easement. [*Add if applicable:* (e) each person and or entity signing on behalf of Grantor is authorized to do so. (f) Grantor is and shall be duly organized and legally existing under the laws of the Commonwealth of Virginia *and or* (g) all beneficiaries' consents have been obtained to enter into this Easement. *If language is added, delete "and" before subparagraph (d).*]

4. **INTERACTION WITH OTHER LAWS.** This Easement does not permit any use of the Property that is otherwise prohibited by federal, state, or local law or regulation. Neither the Property, nor any portion of it, has been or shall be proffered or dedicated as open space within, or as part of, a residential subdivision or any other type of residential or commercial development; proffered or dedicated as open space in, or as part of, any real estate development plan; or proffered or dedicated for the purpose of fulfilling density requirements to obtain approvals for zoning, subdivision, site plan, or building permits. No development rights that have been encumbered or extinguished by this Easement shall be transferred to any other property pursuant to a transferable development rights scheme, cluster development arrangement, or otherwise.
5. **CONSTRUCTION.** Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the Grantee to effect the purposes of the Easement and the policy and purposes of Grantee. If any provision of this Easement is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. Notwithstanding the foregoing, lawful acts or uses consistent with the purpose of and not expressly prohibited by this Easement are permitted on the Property. Grantor and Grantee intend that the grant of this Easement qualify as a "qualified conservation contribution" as that term is defined in Section 170(h)(1) of the Internal Revenue Code and Treasury Regulation Section 1.170A-14, and the restrictions and other provisions of this instrument shall be construed and applied in a manner that will not prevent this Easement from being a qualified conservation contribution.
6. **REFERENCE TO EASEMENT IN SUBSEQUENT DEEDS.** This Easement shall be referenced by deed book and page number, instrument number or other appropriate reference in any deed or other instrument conveying any interest in the Property. Failure of Grantor to comply with this requirement shall not impair the validity of the Easement or limit its enforceability in any way.
7. **NOTICE TO GRANTEE AND GRANTOR.** For the purpose of giving notices hereunder the current address of Grantee is 17 Barristers Row, Staunton, Virginia, 24401, and any notice to Grantor shall be given to the recipient at the address at which the real estate tax bill is mailed for the Property or portion thereof that is the subject of the notice and which is currently _____.

Grantor shall notify Grantee in writing at or prior to closing on any *inter vivos* transfer, other than a deed of trust or mortgage, of all or any part of the Property.

In addition, Grantor agrees to notify Grantee in writing before exercising any reserved right that Grantor believes may have an adverse effect on the conservation or open-space values or interests associated with the Property. (The purpose of requiring such notice is to afford Grantee an adequate opportunity to monitor such activities to ensure that they are carried out in a manner consistent with the purpose of this Easement; such notice shall describe the proposed activity in sufficient detail to allow Grantee to judge the consistency of the proposed activity with the purpose of this Easement.)

Failure of Grantor to comply with these requirements shall not impair the validity of the Easement or limit its enforceability in any way.

8. **TAX MATTERS.** The parties hereto agree and understand that any value of this Easement claimed for tax purposes as a charitable gift must be fully and accurately substantiated by an appraisal from a qualified appraiser as defined in Treasury Regulation Section 1.170A-13(c)(5), and that the appraisal is subject to review and audit by all appropriate tax authorities. Grantee makes no express or implied warranties that any tax benefits will be available to Grantor from conveyance of this Easement, that any such tax benefits might be transferable, or that there will be any market for any tax benefits that might be transferable. By its execution hereof, Grantee acknowledges and confirms receipt of the Easement and further acknowledges that Grantee has not provided any goods or services to Grantor in consideration of the grant of the Easement.
9. **NO MERGER.** If Grantee acquires a fee interest in the Property, this Easement shall not merge into the fee interest, but shall survive the deed and continue to encumber the Property.
10. **ASSIGNMENT BY GRANTEE.** Grantee may not transfer or convey this Easement unless Grantee conditions such transfer or conveyance on the following requirements: (i) all restrictions and conservation purposes set forth in this Easement are to be continued in perpetuity, and (ii) the transferee then qualifies as an eligible donee as defined in Section 170(h)(3) of the Internal Revenue Code and the applicable Treasury Regulations.
11. **GRANTEE'S PROPERTY RIGHT.** The conveyance of this Easement gives rise to a property right, immediately vested in Grantee, with a fair market value that is equal to the proportionate value that the perpetual conservation restriction at the time of the conveyance bears to the value of the Property as a whole at that time. The values applicable for purposes of the calculations required by this Paragraph 11 shall be the values finally determined for purposes of any federal income tax deduction allowed with respect to the conveyance of this Easement, provided an income tax deduction is sought.
12. **CONVEYANCE TO THE COMMONWEALTH.** If Grantee, or the successor or assignee thereof, shall cease to exist, or not qualify as a qualified holder under the Conservation Easement Act or as a "qualified organization" under Section 170(h) of the Internal Revenue Code, this Easement and any and all rights of enforcement shall vest in the Virginia Outdoors Foundation.

13. **EXTINGUISHMENT.** Grantor and Grantee intend that this Easement be perpetual. Should an attempt be made to terminate or extinguish this Easement in whole or in part, such termination or extinguishment shall be carried out only by judicial proceedings in compliance with Section 170 (h) of the Internal Revenue Code and applicable Treasury Regulations. In a sale or exchange of the Property subsequent to and resulting from such a termination or extinguishment, Grantee shall be entitled to a portion of the proceeds at least equal to the proportionate value of this Easement computed as set forth in Section V Paragraph 11 above. Grantee shall use all its share of the proceeds from the sale of the Property in a manner consistent with the conservation purpose of this Easement and the Conservation Easement Act.
14. **AMENDMENT.** Grantee and Grantor may amend this Easement to enhance the Property's conservation values or add to the restricted property by an amended deed of easement, provided that no amendment shall: (i) affect this Easement's perpetual duration, (ii) conflict with or be contrary to or inconsistent with the conservation purpose of this Easement, (iii) reduce the protection of the conservation values, (iv) affect the qualification of this Easement as a "qualified conservation contribution" or "interest in land", (v) affect the status of Grantee as a "qualified organization" or "eligible donee", or (vi) create an impermissible private benefit or private inurement in violation of federal tax law. No amendment shall be effective unless documented in a notarized writing executed by Grantee and Grantor and recorded in the Clerk's Office of the Circuit Court of _____ County, Virginia.
15. **REVIEW FEES.** Grantee reserves the right to charge Grantor, and Grantor agrees to pay to Grantee, a fee to reimburse Grantee for its actual and reasonable expenses (including those of its staff) incurred for Grantee to review and approve any right that is reserved by Grantor in this Easement, and which is required by this Easement to be reviewed and approved by Grantee before being exercised, in accordance with the policies of the Grantee at the time the review is made. Grantee also reserves the right to recover its costs incurred in responding to requests initiated by Grantor involving matters such as boundary line adjustments, easement amendments, project reviews for ecosystem services, preparation of reports to facilitate sales, and access or utility easements over the Property.
16. **JOINT OWNERSHIP.** If Grantor at any time owns the Property or any portion of or interest therein in joint tenancy, tenancy by the entirety, or tenancy in common, all such tenants shall be jointly and severally liable for all obligations of Grantor set forth herein.
17. **SEVERABILITY.** If any provision of this Easement or its application to any person or circumstance is determined by a court of competent jurisdiction to be invalid, the remaining provisions of this Easement shall not be affected thereby.
18. **ENTIRE AGREEMENT.** This instrument sets forth the entire agreement of the parties with respect to this Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement.

19. **CONTROLLING LAW.** The interpretation and performance of this Easement shall be governed by the laws of the Commonwealth of Virginia, resolving any ambiguities or questions of the validity of specific provisions in order to give maximum effect to its conservation purpose.
20. **RECODIFICATION AND AMENDMENT OF STATUTES AND REGULATIONS.** This Easement cites various federal and state statutes and regulations applicable to open-space easements. If such statutes or regulations are re-codified or amended, this Easement will be interpreted and enforced according to the re-codified or amended statutes and regulations most closely corresponding to those cited herein and carrying out the purposes recited herein.
21. **RECORDING.** This Easement shall be recorded in the land records in the Circuit Court Clerk's Office of the County of _____, Virginia, and Grantee may re-record it any time as may be required to preserve its rights under this Easement.
22. **COUNTERPARTS.** This Easement may be executed in one or more counterpart copies, each of which, when executed and delivered shall be an original, but all of which shall constitute one and the same Easement. Execution of this Easement at different times and in different places by the parties hereto shall not affect the validity of the Easement.
23. **HAZARDOUS SUBSTANCES; WARRANTY AND INDEMNITY.** Nothing in this Easement shall be construed as giving rise to any right or ability in Grantee to exercise physical or management control over the day-to-day operations of the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (CERCLA) or any corresponding Commonwealth of Virginia statute or regulation or _____ County ordinance. Grantor warrants that it has no actual knowledge of a release or threatened release of hazardous substances or wastes on the Property, as such substances and wastes are defined by applicable law, and hereby promises to indemnify Grantee against, and hold Grantee harmless from, any and all loss, cost, claim, without regard to its merit, liability, or expense, including reasonable attorneys' fees, arising from or with respect to any release of hazardous substance or waste or violation of environmental laws.
24. **INDEMNIFICATION.** Grantor hereby agrees to indemnify and hold harmless Grantee and its directors, officers, agents, volunteers, and employees (collectively, Grantee's Indemnified Parties) from and against any and all liabilities, penalties, causes of action, claims, demands, orders, judgments, or administrative actions against Grantee's Indemnified Parties, including, without limitation, reasonable attorney's fees arising from Grantee's interest in the Property as Grantee under this Easement and in connection with: (i) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of Grantee's Indemnified Parties or arising out of Grantee's Indemnified Parties' physical presence on the Property; Grantee's Indemnified Parties acknowledge that the Property is an active

farming property and that there are inherent dangers in connection with same; or (ii) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, ordinance or requirement, by any person other than any of the Grantee's Indemnified Parties, in any way affecting, involving, or relating to the Property which directly lead to a loss suffered by Grantee's Indemnified Parties.

Grantee hereby agrees to indemnify and hold harmless Grantor from and against any and all liabilities, penalties, causes of action, claims, demands, orders, judgments, or administrative actions against Grantor, including, without limitation, reasonable attorney's fees arising from injury to or death of any person, or physical damage to any property (including, but not limited to the Property), proximately caused by the negligent omission of Grantee or its directors, employees or agents relating to this Easement. Notwithstanding the foregoing indemnification obligation of Grantee, if this Easement and any and all rights of enforcement shall vest in the Virginia Outdoors Foundation (or other agency of the Commonwealth of Virginia or political subdivision thereof) as provided in Section V, Paragraph 12 hereof, then for purposes of the foregoing indemnification obligation of Grantee, such agency of the Commonwealth or political subdivision thereof will be responsible for its agents' and employees' acts and omissions within the scope of their duties which cause injury to persons or property.

[Add Additional Grantor paragraph, when only one spouse owns the Property or portions thereof.]

_____, Additional Grantor, husband/wife of Grantor, joins in the execution of this Easement to evidence [his *or* her] consent to the gift of easement herein made and its exclusion from the augmented estate of Grantor pursuant to Virginia Code §64.2-305 as now written or hereafter amended.

[Subordination, if applicable]

_____, (the "Lender"), is the note holder under a certain deed of trust dated _____ and recorded in the Clerk's Office of the Circuit Court of _____ County, Virginia in Deed Book _____ at Page _____, which subjects the Property [*or* a portion of the Property] to the Lender's lien. The Lender hereby consents to the terms, conditions, and restrictions of this Easement, agrees that the lien represented by said deed of trust shall be held subject to this Easement, and joins in this Easement to reflect its direction to the Trustee(s) to execute this Easement to give effect to the subordination of such deed of trust to this Easement. The Trustee joins [*or* Trustees join] in the execution of this Easement to confirm that in the event of foreclosure under the deed of trust or other sale of the property described in the deed of trust under judicial or non-judicial proceedings, the Property will be sold subject to this Easement.

WITNESS the following signatures and seals:

[Counterpart signature pages follow]

[Counterpart signature page 1 of 4 of deed of conservation easement]

Grantor

Grantor

COMMONWEALTH OF VIRGINIA,
CITY COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this ___ day of _____,
20___ by _____.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

COMMONWEALTH OF VIRGINIA,
CITY COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this ___ day of _____, 20___ by
_____.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

[Counterpart signature page 2 of 4 of deed of conservation easement]

Accepted:
VALLEY CONSERVATION COUNCIL, INC.

By: _____

Title: _____

COMMONWEALTH OF VIRGINIA.
CITY COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this _____ day of
_____, 20____, by _____
of Valley Conservation Council, Inc.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

[Counterpart signature page 3 of 4 of deed of conservation easement]

Lender:

By: _____

Its: _____

COMMONWEALTH OF VIRGINIA.
CITY COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ [name of officer], _____ [title of officer] of _____ [name of corporation], a _____ [state of incorporation] corporation, on behalf of the corporation.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

[Counterpart signature page 4 of 4 of deed of conservation easement]

_____. Trustee

_____. Trustee

COMMONWEALTH OF VIRGINIA.
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, Trustee.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

COMMONWEALTH OF VIRGINIA.
CITY/COUNTY OF _____, TO WIT:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____, Trustee.

Notary Public

(SEAL)

My commission expires: _____
Registration No. _____

9/11/19

RESOLUTION

WHEREAS, a request has been made to the Board of Supervisors to review a proposed placement of a conservation easement for conformance with the Augusta County Comprehensive Plan; and

WHEREAS, such property is identified as Tax Map Parcels 004-100 and 004-48A, owned by David Lee or Patricia F. Simmons, located off Towers Road in the North River District; and

WHEREAS, the property is designated as Agricultural Conservation Area in the Augusta County Comprehensive Plan Planning Policy Area Map; and

WHEREAS, according to a policy of the Comprehensive Plan, the placement of conservation easements within Agricultural and Rural Conservation areas should be supported; and

WHEREAS, according to a policy of the Comprehensive Plan, the placement of conservation easements within ½ mile of significant public facilities shall be reviewed by the Board of Supervisors; and

WHEREAS, the property of request is located within ½ mile of County owned Natural Chimneys Park; and

WHEREAS, the Augusta County Planning Commission, has reviewed the prepared staff report and draft easement language and made their recommendation of support of the request to the Board of Supervisors; and

WHEREAS, the Board of Supervisors has considered the request, the Planning Commission recommendation and the prepared staff report with all attachments; and

WHEREAS, the Board of Supervisors has determined that the public necessity, convenience, general welfare, and good zoning practice is served by review and support of the request;

NOW THEREFORE BE IT RESOLVED, by the Board of Supervisors that the request for placement of a conservation easement on the aforementioned property is in compliance with the Augusta County Comprehensive Plan.



COUNTY OF AUGUSTA
COMMONWEALTH OF VIRGINIA
DEPARTMENT OF COMMUNITY DEVELOPMENT
P.O. BOX 590
COUNTY GOVERNMENT CENTER
VERONA, VA 24482-0590



MEMORANDUM

TO: Board of Supervisors
FROM: Leslie Tate, Senior Planner *Leslie*
DATE: September 17, 2019
SUBJECT: Consideration to release various ordinance amendments for public hearing

Below is a brief description of the recommended ordinance amendments from the Ordinance Committee. Staff requests that the Board review and release to advertise the amendments for public hearings.

- Chapter 15. Nuisances. Article I. Noise Control.
 - Amendment prohibits, throughout Augusta County, the use of air cannons or carbide cannons, or other loud explosive devices which are designed to produce high intensity sound percussions, specifically for the purpose of repelling birds.
- Article XIV. Manufactured Home Subdivision (MHS) Districts
 - Amendment adds modular and stick built single family dwellings as a permitted use within the Manufactured Home Subdivision Districts.

Attached is a draft/redline of each of the ordinance amendments which have been recommended by the Ordinance Review Committee.

CHAPTER 15. NUISANCES.

ARTICLE I. Noise Control.

§ 15-1. Short title; scope.

§ 15-2. Declaration of findings and policy.

§ 15-3. Definitions.

§ 15-4. Administration and enforcement.

§ 15-5. Use of sound level meters.

§ 15-6. Procedure for testing and validating metering devices.

§ 15-7. Maximum sound levels in County.

§ 15-8. Exemptions.

§ 15-9. Unnecessary Noises Enumerated.

§ 15-10. Emergency exception.

§ 15-11. Penalties and violations.

§ 15-12. through § 15-20. Reserved.

CHAPTER 15. NUISANCES.

ARTICLE I. Noise Control.

§ 15-1. Short title; scope.

This article may be cited as the "Noise Control Ordinance of the County of Augusta." It shall be applicable to the control of noises originating within the county limits.

State law reference--Virginia Code § 15.2-1200; Acts of Assembly, 1990, Chapter 699, pg. 1049.

§ 15-2. Declaration of findings and policy.

The board of supervisors hereby finds and declares that excessive sound is a serious hazard to the public health, welfare, peace and safety, and the quality of life; that a substantial body of science and technology exists by which excessive sound may be substantially abated; that the people have a right to and should be ensured an environment free from excessive sound that may jeopardize the public health, welfare, peace and safety or degrade the quality of life; and that it is the policy of the county to prevent such excessive sound by prescribing the decibel levels, degrees, and types of sound which shall be unacceptable in the county.

§ 15-3. Definitions.

The following terms, when used in this article, shall have the meanings hereinafter ascribed to them, unless otherwise clearly indicated by the context:

(a) A-weighted sound level. The sound pressure level in decibels as measured on a sound level meter using the A-weighting network. The level so read is designated dB(A) or dBA.

(b) Decibel (dB). A unit for measuring the volume of a sound, equal to twenty times the logarithm to the base ten of the ratio of the pressure of the sound measured to the reference pressure, which is twenty micropascals (twenty micronewtons per square meter).

(c) Emergency. Any occurrence or set of circumstances involving actual or imminent physical trauma or property damage which demands immediate action.

(d) Emergency Work. Any work performed for the purpose of preventing or alleviating the physical trauma or property damage threatened or caused by an emergency.

(e) Noise. Any sound which annoys or disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.

(f) **Property boundary.** An imaginary line along the ground surface, and its vertical extension, which separates the real property owned, leased or otherwise legally controlled by one person from that owned, leased or otherwise legally controlled by another person, including intra-building real property divisions.

(g) **Sound.** An oscillation in pressure, particle displacement, particle velocity or other physical parameter, in a medium with internal forces that causes compression and rarefaction of that medium. The description of sound may include any characteristic of such sound, including duration, intensity and frequency.

(h) **Sound level.** The weighted sound pressure level obtained by the use of a sound level meter and the A-frequency weighting network, as specified in American National Standards Institute specifications for sound level meters.

(i) **Sound level meter.** An instrument which includes a microphone, amplifier, RMS detector, integrator or time averager, output meter and weighting networks used to measure sound pressure levels.

§ 15-4. Administration and enforcement.

The noise control program established by this article shall be enforced and administered by the sheriff's department with the assistance of other county departments as required.

§ 15-5. Use of sound level meters.

In order to enforce this article, the decibel level of any noise may be measured by the use of a sound level meter which measures sound pressure levels.

§ 15-6. Procedure for testing and validating metering devices.

A. Any individual operating a sound level meter pursuant to the provisions of the Noise Control Ordinance of the County of Augusta shall issue a certificate which will indicate:

1. That the sound level meter used to take the decibel level reading was operated in accordance with the manufacturer's specifications;
2. That the county has on file an attested document from the manufacturer which states that the sound level meter has been tested within the past twelve months and has been found to be accurate;
3. The name of the accused;
4. The location of the noise;

5. The date and time that the reading was made; and

6. The decibel level reading.

B. The certificate, as provided for in this section, when duly attested by the operator taking the decibel level reading, shall be admissible in any court in any criminal or civil proceeding as evidence of the facts therein stated and of the decibel level reading. Any such certificate purporting to be signed by the operator shall be admissible in evidence without proof of seal or signature of the person whose name is signed to it. A copy of such certificate shall be delivered to the accused upon his or his attorney's request.

§ 15-7. Maximum sound levels in County.

(a) No person shall permit, operate or cause any source of sound from leisure and recreational activities to create a sound level during the hours between 12:00 midnight and 6:00 a.m. in excess of 65 dBA when measured at or outside the property boundary.

(b) Measurements in multi-family structures. In a structure used as a multi-family dwelling the Sheriff's department may take measurements to determine such sound levels from common areas within or outside the structure or from other dwelling units within the structure, when requested to do so by the owner or tenant in possession and control thereof. Such measurement shall be taken at a point at least four feet from the wall, ceiling or floor nearest the noise source, with doors to the receiving area closed and windows in the normal position for the season.

§ 15-8. Exemptions.

The following activities or sources of noise shall be exempt from the prohibitions set forth in § 15-7 of this article:

- (1) Business, manufacturing, construction or agricultural operations.
- (2) Activities for which the regulation of noise has been preempted by federal law.

§ 15-9. Unnecessary Noises Enumerated.

The following acts, among others, are declared to be loud, disturbing and unnecessary noises in violation of this Article, but such enumeration shall not be deemed to be exclusive:

A. Barking Dogs

1. It shall be unlawful to own, keep, possess or harbor any dog on property zoned Single Family Residential, Attached Residential, Multi-family Residential, Manufactured

Home Park or Planned Unit Development which by loud, frequent or habitual barking or howling or by other conduct likely to cause annoyance and disturb the peace and quiet of any person or neighborhood between the hours of 12 midnight and 6 a.m., which loud, frequent or habitual barking or howling or other conduct is heard or observed by any animal control officer, other officer or other person, shall be unlawful, and any such dog is hereby declared to be a public nuisance.

2. Any citizen having sufficient evidence of violation of one or more of the prohibitions set out in the section above may present such evidence and make affidavit to the Augusta County Magistrate and request issuance of a summons or warrant based thereon. Corroboration of the alleged violation by the sheriff's department or the animal control officers shall not be necessary in order for a citizen to pursue a summons or warrant against another person for such violation. In no event shall this section be construed as a limitation or restriction of any person's right to access the courts or to seek the abatement of violations of this article by any lawful means.

B. Air cannons, carbide cannons, or other loud explosive devices which are designed to produce high intensity sound percussions for the purpose of repelling birds are prohibited in all zoning districts (Code of Virginia – 15.2-918).

(Ord. 12/10/14, effective 1/1/15)

§ 15-10. Emergency exception.

No provisions of this article shall apply to the emission of sound for the purpose of alerting persons to the existence of an emergency, or the emission of sound in the performance of emergency work.

§ 15-11. Penalties and violations.

A. Any person who violates Section 15-9 of this article shall be fined \$100 for the first offense, \$250 for the second offense within a twelve month period, and \$500 for the third and subsequent offenses within a twelve month period.

B. Any person who violates any other provision of this article shall be deemed to be guilty of a class II misdemeanor.

C. Each day of violation of any provision of this article shall constitute a separate offense.

D. The person operating or controlling a noise source shall be guilty of any violation

caused by that source. If that person cannot be determined, any owner, tenant or resident physically present on the property where the violation is occurring is rebuttably presumed to be guilty of the violation.

(Ord. 12/10/14, effective 1/1/15)

§ 15-12 through § 15-20. Reserved.

Article XIV. Manufactured Home Subdivision (MHS) Districts.

§ 25-141. Additional Purpose.

The Manufactured Home Subdivision District is intended to allow residential development in the form of subdivisions, with individual ownership of lots, for manufactured homes, **or other residential uses as specifically prescribed in §25-142 and §25-143.**

§ 25-142. Additional permitted use.

The following additional use is permitted within Manufactured Home Subdivision Districts: Manufactured homes utilized as single-family dwellings, **modular constructed single family dwellings, and stick built single family dwellings.**

Cross reference – For additional permitted uses, see § 25-113 of this division, but see § 25-144 below.

§ 25-143. Additional use permitted by Special Use Permit.

The following uses shall be permitted within Manufactured Home Subdivision Districts only upon the approval of a Special Use Permit by the board of zoning appeals: Mobile homes which do not constitute manufactured homes as defined by this chapter and utilized as single-family dwellings.

Cross reference – For additional uses permitted by Special Use Permit, see § 25-115 of this division.

~~**§ 25-144. Additional prohibited use.**~~

~~The following use is prohibited within Manufactured Home Subdivision Districts: Single-family dwellings that are not either manufactured or mobile homes as defined by this chapter.~~



COUNTY OF AUGUSTA
 COMMONWEALTH OF VIRGINIA
 DEPARTMENT OF COMMUNITY DEVELOPMENT
 P.O. BOX 590
 COUNTY GOVERNMENT CENTER
 VERONA, VA 24482-0590



MEMORANDUM

TO: Board of Supervisors
FROM: Leslie Tate, Senior Planner *Leslie*
DATE: September 17, 2019
SUBJECT: Short-term rental ordinance amendments

At a public hearing on June 11, 2019 the Planning Commission held a public hearing related to the below described ordinance amendments and recommended approval. At a public hearing on June 26th, the Board of Supervisors received public comment regarding those same proposed amendments to the Augusta County Code.

- Section 25-74.R. (General Agriculture)
 - Amendment permits a resident manager as a Special Use Permit provision for short-term rentals, bed and breakfasts, and vacation rentals with proof of lease between property owner and resident manager/facility operator.
- Section 25-124.G.
 - Same as above but for Rural Residential zoned districts.

After closing the public hearing, the Board of Supervisors voted to return the above described ordinance amendments to the Ordinance Committee for additional discussion and review. The Ordinance Committee met in July, August, and September and discussed the proposed amendments at all three meetings. Staff reviewed a variety of options with the committee members and also presented research of the way in which a number of other localities regulate short-term rentals. Attached is a copy of the ordinance as was advertised at the May public hearing. Also attached, are items reviewed by the Ordinance Committee at their additional review meetings in July, August and September. At their September meeting, the Ordinance Committee recommended that the ordinance, as was advertised for the June public hearing, be sent back to the Board as the recommendation of the Ordinance Committee; however, the Ordinance Committee did request that the ordinance amendment be re-visited in one year.

9/17/2019

**AN ORDINANCE TO
TO AMEND CHAPTER 25 ZONING
DIVISION B. AGRICULTURE DISTRICTS
ARTICLE VII. GENERAL AGRICULTURE (GA) DISTRICTS.
SECTION 25-74. USES PERMITTED BY SPECIAL USE PERMIT.**

WHEREAS, the Augusta County Board of Supervisors has deemed it good zoning practice to amend the provisions for a special use permit for short-term rentals, bed and breakfasts, and vacation rentals to permit a facility operator who personally resides on site rather than solely the owner of record; and

WHEREAS, the Augusta County Board of Supervisors has deemed it good zoning practice to add a requirement for submittal of a lease agreement between the facility operator and owner of record; and

WHEREAS, the Augusta County Board of Supervisors has determined the public necessity, convenience, and general welfare is served by the following amendment.

NOW THEREFORE be it resolved by the Board of Supervisors for Augusta County that Section 25-74 of the Augusta County Code be amended as follows:

§ 25-74. Uses permitted by special use permit.

R. Short-term rentals, bed and breakfasts, and vacation rentals.

Short-term rentals, bed and breakfasts, and vacation rentals, may be approved by Special Use Permit provided:

1. There shall be no more than one (1) principal dwelling, or part thereof, operating as a Bed and breakfast or Short-term rental per parcel; and
2. There shall be no more than one (1) detached accessory dwelling unit operating as a Bed and breakfast or Short-term rental per parcel; and
3. The lot is at least five (5) acres in area, unless the board of zoning appeals determines that operation of the use on a smaller acreage will be compatible with neighboring properties; and
4. The owner of record or facility operator personally resides in the principal dwelling or accessory dwelling unit; and
5. The owner of record shall provide to the Zoning Administrator proof of the current lease agreement between the owner and facility operator as a pre-condition of the permit. The owner shall submit subsequent lease agreements, within 10 days of signature, when the lessee changes; and

6. The Building Inspection Department has indicated that either a Building Permit is not required, or a Building Permit can be issued for the use once the Special Use Permit has been approved; and

7. If the principal and/or detached accessory dwelling unit is not connected to public sewer, the Virginia Department of Health has confirmed that the sewage disposal system is adequate for the proposed use; and

8. All parking shall be accommodated on-site.

9/17/2019

**AN ORDINANCE TO
TO AMEND CHAPTER 25 ZONING
DIVISION C. SINGLE RESIDENTIAL DWELLING DISTRICTS
ARTICLE XII. RURAL RESIDENTIAL (RR) DISTRICTS.
SECTION 25-124. USES PERMITTED BY SPECIAL USE PERMIT.**

WHEREAS, the Augusta County Board of Supervisors has deemed it good zoning practice to amend the provisions for a special use permit for operation of a bed and breakfast or short-term rental within a principal dwelling or detached accessory dwelling unit to permit a facility operator who personally resides on site rather than solely the owner of record; and

WHEREAS, the Augusta County Board of Supervisors has deemed it good zoning practice to add a requirement for submittal of a lease agreement between the facility operator and owner of record; and

WHEREAS, the Augusta County Board of Supervisors has determined the public necessity, convenience, and general welfare is served by the following amendment.

NOW THEREFORE be it resolved by the Board of Supervisors for Augusta County that Section 25-124 of the Augusta County Code be amended as follows:

§ 25-124. Uses permitted by Special Use Permit.

G. Operation of a Bed and breakfast or Short-term rental within a principal dwelling or detached accessory dwelling unit.

Operation of a Bed and breakfast or Short-term rental within a principal dwelling or detached accessory dwelling unit may be permitted by Special Use Permit provided:

1. There shall be no more than one (1) principal dwelling, or part thereof, operating as a Bed and breakfast or Short-term rental per parcel; and
2. There shall be no more than one (1) detached accessory dwelling unit operating as a Bed and breakfast or Short-term rental per parcel; and
3. The lot is at least five (5) acres in area; and
4. The owner of record or facility operator personally resides in the principal dwelling or accessory dwelling unit; and
5. The owner of record shall provide to the Zoning Administrator proof of the current lease agreement between the owner and facility operator as a pre-condition of the permit. The owner shall submit subsequent lease agreements, within 10 days of signatures, when the lessee changes.

6. **The Building Inspection Department has indicated that either a Building Permit is not required, or a Building Permit can be issued for the use once the Special Use Permit has been approved; and**
7. **If the principal and/or detached accessory dwelling unit is not connected to public sewer, the Virginia Department of Health has confirmed that the sewage disposal system is adequate for the proposed use; and**
8. **All parking shall be accommodated on-site.**

Ordinance Committee Considerations (July 12, 2019)

Updated (August 8, 2019)

Updated (September 6, 2019)

Updated (September 17, 2019)

Issue: In August of 2017, after citizen requests, the Board directed the Ordinance Committee to consider permitting Bed and Breakfasts and AirBnB rentals in Rural Residential zoning districts. In the drafting of that ordinance, the outdated definition of a "tourist home," was removed from the Augusta County Code and the definition of a "short-term rental," in reference of state code (*Updated Note - 8/8/2019 - See attachment A*), was added. In addition the definition of a Bed and Breakfast was also amended. Below are the definition amendments from August of 2017:

Short-term rental. The provision of one (1) or more rooms that are suitable or intended for occupancy for dwelling, sleeping, or lodging purposes, for compensation, for a period of fewer than 30 consecutive days. Short-term rentals, including but not necessarily limited to: Vacation rentals and Bed and breakfasts.

Bed and breakfast. Overnight accommodations and at least one meal per day provided to ~~transients for compensation as a short-term rental in a building containing a dwelling unit occupied by the owner or operator.~~ [*Updated Note (8/8/2019): current definition includes operator, although, the Special Use Permit conditions, as currently codified, do not permit a facility operator*].

~~**Tourist home.** A building or part thereof, other than a hotel, boarding home, lodging house or motel, where lodging is provided by a resident family in its home for compensation, mainly for transients.~~

Vacation rental. See Short-term rental.

Among others, a condition for a Special Use Permit for this type of use included that the owner of record personally reside in the principal dwelling unit or accessory dwelling unit.

Updated Note (8/8/2019): After some research of a Fairfax County staff report on adoption of their short-term lodging ordinance, it appears that other localities, requiring permanent residency, set a definition of such and also request confirmation of such residency at the time of application. Examples include: passport, utility bill, etc. (See Attachment B portion of Fairfax County Staff Report).

I have also reached out to the City of Staunton, City of Waynesboro, and Rockingham County, inquiring about their short-term rental regulations. Attachment C includes each of their responses. The City of Staunton and

Waynesboro have adopted regulations, neither of which require permanent residency nor an authorized agent, and Rockingham County does not currently regulate short-term rentals. Rockingham County permits them in any residence, not to include RVs, but did mention that with the growing prevalence of the use, there has been talk of adopting regulations.

Updated Note (9/6/2019): I reached out to the following localities concerning their regulations: Pittsylvania County, Rockbridge County, Bedford County, Campbell County, and Culpeper County. These counties are relatively similar to Augusta County in land area and population. I have attached a more detailed description of each county's response, but in summary, the localities reviewed either do not regulate or do not require primary residency for Airbnb type rentals. Culpeper County does not specifically regulate Airbnb's but gave a definition for Bed and Breakfast/Country Inn, which does require an owner or operator-occupied dwelling; however, they also clarified that they haven't pursued zoning violations related to Airbnbs to date.

In March of 2018, the Ordinance Committee recommended and the Board of Supervisors adopted ordinance amendments related to the Special Use Permit provisions for Bed and Breakfasts, and other related public accommodation facilities, in General Agriculture zoning districts. Up until the amendment, Bed and Breakfasts, including the popular Airbnb rental, were being applied for under the Special Use Permit category for Public Accommodation Facilities which didn't have the condition for the owner to reside on site. With the amendment of this section, the Board chose to add this condition to General Agriculture Districts and create a category for Short-term rentals, Bed and Breakfasts, and vacation rentals in General Agriculture, while still leaving a category for Public Accommodation Facilities (hotels and motels).

Last month, June 2019, the Planning Commission recommended and the Board held a public hearing related to an ordinance amendment which would alter the condition that the owner personally reside or have their primary residence be the "rental" for both General Agriculture and Rural Residential districts. The amendment as advertised would have permitted a facility operator personally reside in the "rental" with proof of a lease agreement provided to the Zoning Administrator. At the public hearing, citizens spoke in support and opposition of the request and the Board asked that the ordinance be returned to the Ordinance Committee.

Updated Comments (8/8/2019): At the last Ordinance Committee meeting, there was discussion concerning whether or not the County could require the tenant/facility manager of the short-term rental to provide contact information as another means of accountability. Staff found an ordinance adopted by Fairfax County, Virginia which does require a permit for short-term lodging include permanent residency and an authorized agent (see definitions below).

Authorized agent: an adult designated by a Short-Term Lodging Operator who consents to be available to address issues or emergencies that may arise during any Short-Term Lodging stay.

Permanent resident: a person who occupies or intends to occupy a dwelling or mobile home for at least 185 days out of the calendar year for the purposes of establishing the dwelling or mobile home as that person's primary residence. A person may have only one permanent residence.

A. Options:

- a. **Option 1 – Recommend approval of the ordinance as was advertised for the June 26, 2019 Board of Supervisors' Meeting. This amendment creates flexibility for a tenant to personally reside on the premises, while still aiming to have someone available and accountable to the community with regards to rental situations.**
- b. **Option 2 – The Ordinance Committee could recommend against the ordinance amendment, which would recommend that in the case of Special Use Permits for Bed and Breakfasts, vacation rentals, and short-term rentals, the owner of record must personally reside and/or have their primary residence be the rental.**
- c. **Option 3 – The Ordinance Committee could place traditional Bed and Breakfasts into a separate category and require that the owner of record personally reside, while making the amendment for vacation rentals and short-term rentals.**
 - i. **Staff would point out that both traditional Bed and Breakfasts and AirBnB/short-term rentals are Special Use Permit categories in General Agriculture and Rural Residential districts. The Board has taken the stance, to this point, that both AirBnB and traditional bed and breakfasts should have an owner reside on site. If granting the flexibility (of a facility operator/lease agreement) for one and not the other, then the applicant could simply apply saying they are a short-term rental and not a traditional Bed and Breakfast to get around the requirement of having to have the owner of record's primary residence be the rental.**
- d. **Option 4 – The Ordinance Committee could recommend greater flexibility than has been advertised, and remove the requirement for the owner to reside on site, also not requiring a facility manager. This would require some more work by the Ordinance Committee in an attempt to accommodate individuals who may own multiple properties and would like to rent them out as short-term rentals.**

- e. **Updated Considerations** – If the option is chosen to require permanent residency, whether solely owner-occupied or renter-occupied, staff feels that a standard for permanent residency should be established. In addition, if permanent residency is to be required, whether owner-occupied or renter-occupied, staff feels that it is unlikely that either the owner or the renter will be on premise during the rental (specifically for Airbnb, etc.), then the Ordinance Committee may want to consider the provision for an authorized agent.
- f. **Any other considerations from the other researched ordinances** – safety features, maximum number of occupants, number of rental contracts, registry, and transient tax.

Keep in mind that despite the option chosen, the BZA, through the Special Use Permit approval process, can assign conditions above and beyond the provisions identified in the ordinance.

- B. Pros and Cons:** As with any ordinance adoption, there are pros and cons, and not every ordinance will accommodate all landowner interests. Staff feels that the main question for the Ordinance Committee is what is your assessment of the impacts created by short-term rentals within Augusta County? Do you want to encourage utmost flexibility to allow for multiple options for the rental of property for visitors in both our General Agriculture and Rural Residential districts? This flexibility will allow for tourists to have multiple options for finding lodging and provide landowners with a flexible way of generating tourist rental income.

Does Augusta County want to continue to limit such flexibility, so as to reduce/lessen the impacts on adjacent property owners who may be affected by different renters coming and going with frequent turnover who are not accountable to the owner of record?

Does Augusta County want to introduce some more flexibility than landowners have at the current time to rent out their properties, while also maintaining that a facility operator, personally residing in the rental, will be available to help reduce potential impacts from unaccountable renters to the surrounding community?

- a. **Ordinance Committee Recommendation:** The Ordinance Committee recommends Option 1 – Recommend approval of the ordinance as was advertised for the June 26, 2019 Board of Supervisors' Meeting. The Ordinance Committee would like to review the ordinance after one year to see if additional amendments are needed after review of complaint history and number of inquiries of individuals who do not meet the provisions for primary residency, either owner of record or facility manager.

§ 15.2-983. (Effective October 1, 2019) Creation of registry for short-term rental of property.

A. As used in this section:

"Operator" means the proprietor of any dwelling, lodging, or sleeping accommodations offered as a short-term rental, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, or any other possessory capacity.

"Short-term rental" means the provision of a room or space that is suitable or intended for occupancy for dwelling, sleeping, or lodging purposes, for a period of fewer than 30 consecutive days, in exchange for a charge for the occupancy.

B. 1. Notwithstanding any other provision of law, general or special, any locality may, by ordinance, establish a short-term rental registry and require operators within the locality to register annually. The registration shall be ministerial in nature and shall require the operator to provide the complete name of the operator and the address of each property in the locality offered for short-term rental by the operator. A locality may charge a reasonable fee for such registration related to the actual costs of establishing and maintaining the registry.

2. No ordinance shall require a person to register pursuant to this section if such person is (i) licensed by the Real Estate Board or is a property owner who is represented by a real estate licensee; (ii) registered pursuant to the Virginia Real Estate Time-Share Act (§ 55.1-2200 et seq.); (iii) licensed or registered with the Department of Health, related to the provision of room or space for lodging; or (iv) licensed or registered with the locality, related to the rental or management of real property, including licensed real estate professionals, hotels, motels, campgrounds, and bed and breakfast establishments.

C. 1. If a locality adopts a registry ordinance pursuant to this section, such ordinance may include a penalty not to exceed \$500 per violation for an operator required to register who offers for short-term rental a property that is not registered with the locality. Such ordinance may provide that unless and until an operator pays the penalty and registers such property, the operator may not continue to offer such property for short-term rental. Upon repeated violations of a registry ordinance as it relates to a specific property, an operator may be prohibited from registering and offering that property for short-term rental.

2. Such ordinance may further provide that an operator required to register may be prohibited from offering a specific property for short-term rental in the locality upon multiple violations on

more than three occasions of applicable state and local laws, ordinances, and regulations, as they relate to the short-term rental.

D. Except as provided in this section, nothing herein shall be construed to prohibit, limit, or otherwise supersede existing local authority to regulate the short-term rental of property through general land use and zoning authority. Nothing in this section shall be construed to supersede or limit contracts or agreements between or among individuals or private entities related to the use of real property, including recorded declarations and covenants, the provisions of condominium instruments of a condominium created pursuant to the Virginia Condominium Act (§ [55.1-1900](#) et seq.), the declaration of a common interest community as defined in § [54.1-2345](#), the cooperative instruments of a cooperative created pursuant to the Virginia Real Estate Cooperative Act (§ [55.1-2100](#) et seq.), or any declaration of a property owners' association created pursuant to the Property Owners' Association Act (§ [55.1-1800](#) et seq.).

2017, c. [741](#).

Augusta County -ATTACHMENT B
Fairfax County -ATTACHMENT A

PROPOSED AMENDMENT

This proposed Zoning Ordinance amendment is based on the Zoning Ordinance in effect as of March 20, 2018. There may be other proposed amendments that could affect some of the numbering, order or text arrangement of the paragraphs or sections set forth in this amendment. If any such other amendment is adopted before this amendment, any necessary renumbering or editorial revisions will be administratively incorporated by the Clerk in the printed version of this amendment following Board adoption.

1 Amend Article 20, Ordinance Structure, Interpretations and Definitions, Part 3, Definitions, by
2 revising the current definition of DWELLING and DWELLING, MOBILE HOME and to add
3 new definitions for SHORT-TERM LODGING and TRANSIENT OCCUPANCY to read as
4 follows:

5
6 DWELLING: A building or portion thereof, but not a MOBILE HOME, designed or used for
7 residential occupancy. The term 'dwelling' shall ~~not be construed to~~ ~~does not~~ mean a motel, rooming
8 house, hospital, or other accommodation used for more or less ~~transient occupancy~~ **TRANSIENT**
9 **OCCUPANCY, except a dwelling may be used for SHORT-TERM LODGING.**

10
11 DWELLING, MOBILE HOME: A single family residential unit with all of the following
12 characteristics: (a) designed for long-term occupancy, and containing sleeping accommodations, a
13 flush toilet, a tub or shower bath and kitchen facilities with plumbing and electrical connections
14 provided for attachment to outside systems, (b) designed to be transported after fabrication on its own
15 wheels or on a flat bed or other trailer or detachable wheels, (c) arriving at the site where it is to be
16 occupied as a dwelling complete, conventionally designed to include major appliance, and ready for
17 occupancy except for minor and incidental unpacking and assembly operations, location on foundation
18 supports, connection to utilities, and the like; (d) designed for removal to and installation or erection
19 on other sites.

20
21 A mobile home may include one (+) or more units, separately towable, which when joined
22 together shall have the characteristics as described above. For the purposes of this Ordinance, a mobile
23 home shall not be deemed a SINGLE FAMILY DETACHED DWELLING. A MOBILE HOME does
24 not include TRANSIENT OCCUPANCY, except a mobile home may be used for SHORT-TERM
25 LODGING.

26
27 SHORT-TERM LODGING: The provision of a room or space that is suitable or intended for transient
28 occupancy, in exchange for a charge for the lodging. Such use does not include ACCESSORY
29 DWELLING UNIT, BED AND BREAKFAST, HOTEL/MOTEL, or TEMPORARY FAMILY
30 HEALTH CARE STRUCTURE.

31

1 TRANSIENT OCCUPANCY: Use of a DWELLING or MOBILE HOME, or part thereof, for sleeping
 2 or lodging purposes for fewer than 30 consecutive nights.

3

4 Amend Article 10, Accessory Uses, Accessory Service Uses and Home Occupations, as follows:

5

6 - Amend Sect. 10-102, Permitted Accessory Uses by revising the lead-in paragraph and adding
 7 a new Par. 35, as follows:

8

9 Accessory uses and structures ~~shall~~ may include, but are not limited to, the following uses and
 10 structures; ~~provided that any~~ such use or structure ~~shall~~ must be in accordance with the definition
 11 of Accessory Use contained in Article 20.

12

13 35. Short-Term Lodging, limited by the provisions of Sect. 105 below.

14

15 - Add a new Sect. 10-105, Short-Term Lodging, to read as follows:

16

17 **10-105 Short-Term Lodging**

18

19 Short-Term Lodging, as defined in Article 20, is permitted in a dwelling or mobile
 20 home only upon the Zoning Administrator's issuance of a permit and is subject to the
 21 following limitations:

22

23 1. For the purposes of this section, the following definitions apply:

24

25 A. Authorized Agent: an adult designated by a Short-Term Lodging Operator who
 26 consents to be available to address issues or emergencies that may arise during
 27 any Short-Term Lodging stay.

28

29 B. Permanent Resident: a person who occupies or intends to occupy a dwelling or
 30 mobile home for at least 185 days out of the calendar year for the purposes of
 31 establishing the dwelling or mobile home as that person's primary residence. A
 32 person may have only one permanent residence.

33

34 C. Short-Term Lodging Operator: an owner or tenant of a property who offers that
 35 property for Short-Term Lodging.

36

37 2. A dwelling or mobile home used for Short-Term Lodging must:

38

39 A. Be open, upon request, for inspection by County personnel during reasonable
 40 hours; and

41

42 B. Comply with the requirements of the applicable version of the Virginia Uniform
 43 Statewide Building or Virginia Manufactured Home Safety Regulations, as
 44 determined by the Building Official; and

1 C. Have a working multi-purpose fire extinguisher and interconnected smoke
 2 detectors and carbon monoxide detectors (when required for a fireplace or gas
 3 service); and
 4

5 D. Have a plan posted inside the door to each sleeping room showing the exit
 6 pathway from the sleeping room to the nearest exit from the dwelling or mobile
 7 home.
 8

9 3. A Short-Term Lodging Operator must:
 10

11 A. Be a permanent resident of the property hosting the Short-Term Lodging Use.
 12 Permanent residency must be demonstrated at the time of application for a
 13 permit to operate Short-Term Lodging; and
 14

15 B. Obtain written consent from the owner of the property for the Short-Term
 16 Lodging Use; and
 17

18 C. Assume responsibility for determining whether any regulations, prohibitions,
 19 and covenants applicable to the dwelling or mobile home prohibit Short-Term
 20 Lodging; and
 21

22 D. Designate at least one person who consents to serve as an Authorized Agent for
 23 the Short-Term Lodging Operator. Contact information (name, address,
 24 telephone, and email address) for the Authorized Agent(s) must be provided on
 25 the application for a Short-Term Lodging permit, posted in a prominent location
 26 within the area made available for Short-Term Lodging, and provided in any
 27 written material given to lodgers during their overnight stay. [Additionally
 28 advertised to allow the Board to require the Short-Term Lodging Operator to
 29 be present during any rental for transient occupancy; or to establish
 30 additional requirements related to the Authorized Agent's physical proximity
 31 and response time to any issues or emergencies that may arise at the STL
 32 when the Operator is not present.]
 33

34 4. The Short-Term Lodging Use is subject to the following use limitations:
 35

36 A. A dwelling or mobile home may be used for Short-Term Lodging for no more
 37 than 90 nights per calendar year. [Advertised to permit the Board to consider
 38 a maximum of 180 nights per year that a dwelling/mobile home could be used
 39 as an STL. Additionally, the advertisement allows the Board to consider any
 40 number of nights in which the STL Operator must to be present during an
 41 STL rental from 0 to 180 per year.]
 42

43 B. The maximum number of lodgers per night may not exceed 6 adults, except
 44 where the Virginia Uniform Statewide Building Code allows fewer occupants.
 45 [Advertised to permit the Board to consider any occupancy limit up to an

1 *unlimited number of people, except as limited by the Virginia Uniform*
 2 *Statewide Building Code.]*

- 3
 4 C. All lodgers occupying a Short-Term Lodging must be associated with the same
 5 rental contract. The maximum number of rental contracts per night is one.
 6 [Advertised to permit the Board to consider a range on the number of
 7 contracts per night from 1 to 5.]
 8
- 9 D. Events and activities including luncheons, banquets, parties, weddings,
 10 meetings, fund raising, commercial or advertising activities, and any other
 11 gathering of persons other than the authorized lodgers, whether for direct or
 12 indirect compensation—are prohibited in association with any Short-Term
 13 Lodging.
 14
- 15 E. All advertisements for Short-Term Lodging, posted on any platform online or
 16 in any other format, must (i) include the Short-Term Lodging permit number
 17 and (ii) identify where lodgers can legally park or state that parking is not
 18 available. [Advertised to allow the Board to consider requiring 1 to 2 parking
 19 space per contract, with staff recommending none.]
 20
- 21 F. A Short-Term Lodging Operator must maintain a guest log including the name,
 22 address and telephone number of all overnight lodgers. The guest log must be
 23 made available upon request to any County employee or agent tasked with
 24 enforcing the Zoning Ordinance or other applicable part of the County Code.
 25
- 26 G. Short-Term Lodging is prohibited in a detached accessory structure, accessory
 27 dwelling unit, temporary family health care structure, affordable dwelling unit
 28 or workforce dwelling unit.
 29
- 30 H. The Zoning Administrator's issuance of a permit does not abrogate, nullify, or
 31 invalidate any other provision of federal, state, or local law; any restrictive
 32 covenant; or any property owners association by-law.
 33
- 34 5. Permit Required
 35
- 36 A. An application for a Short-Term Lodging permit must be submitted to the
 37 Zoning Administrator on a form furnished by the County along with a filing fee
 38 of \$200.
 39
- 40 B. The permit will be valid for two years from the date of issuance. [Advertised to
 41 allow the Board to consider any permit fee from \$50 to \$250 and a range of
 42 permit validity from 1 to 2 years.]
 43
- 44 C. A permit for Short-Term Lodging may be revoked by the Zoning Administrator
 45 because of the failure of the Short-Term Lodging Operator to comply with all
 46 applicable regulations set forth in this Section or elsewhere in the Zoning

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Ordinance. The Zoning Administrator will give notice of any such revocation by letter to the Short-Term Lodging Operator and the property owner, where applicable, setting forth the grounds upon which the permit was revoked, the date and time when the revocation is effective, and the appeals procedure. These provisions do not preclude the Zoning Administrator's use of any other remedy prescribed by law with respect to violations of this Ordinance.

Amend Article 18, Administration, Amendments, Violations and Penalties, by amending Part 1, Administration, Sect. 106, Application and Zoning Compliance Letter Fees, to modify the Category 5 Special Exception fees in Par. 1, and to amend Par. 5, as follows:

- 1. Application for a variance, appeal, special permit or special exception:

Category 5 special exception	\$16375
• <u>Bed and Breakfast</u>	\$8180. <i>[Advertised to permit the Board to consider any application fee from \$4085 to \$16375.]</i>
• <u>All other uses</u>	\$16375

- 5. Fees for food trucks, small cell facilities, home occupations, short-term lodging, sign permits and site plans shall be as specified in Articles 2, 10, 12 and 17, respectively as applicable

SUMMARY TABLE OF OTHER JURISDICTIONS' REGULATIONS

Jurisdiction	Wilmington County, VA	Town of Blacksburg, VA
Definitions	<p>Accessory Homestay: A home occupation in which an owner(s) or tenant(s) of a dwelling unit who uses such dwelling unit as his/her primary residence, rents to a lodger, either such dwelling unit, or any portion thereof.</p> <p>Responsible party: The owner or tenant, or an individual or business entity designated by the owner or tenant, of a dwelling unit in which an accessory homestay is permitted, who is available 24 hours a day, 7 days a week to respond to and resolve issues and complaints that arise during all times in which the dwelling unit is being used for an accessory homestay, so that a reasonably prompt, in-person response can be made at the accessory homestay when necessary.</p> <p>Required and established with minimum of 185 days/year</p>	<p>Homestay: accessory or secondary use of a residential dwelling unit or a portion thereof by a host to provide room or space that is intended for a short term transient rental purposes in exchange for a charge for the occupancy. The primary use of the homestay unit shall remain residential. For each booking transaction, all applicable taxes must be collected and remitted to the town as required by Chapter 22 by either the host or the associated hosting platform. Such accessory or secondary use shall not create a landlord/tenant relationship.</p>
Primary residency	Required	Required
Residency of operator	Both owners and renters can participate provided primary residency is established	Only owner that lives at the homestay can participate provided primary residency is established
Authorized Agent	Required	N/A (during each stay, a principal guest is required to be designated as the contact person to respond to issues at the unit)
Guest Log	N/A	N/A
Allowable dwelling type	All dwelling types	All dwelling types
Life safety measures	Smoke detectors, fire extinguishers and carbon monoxide detectors (where applicable) required	Smoke and carbon monoxide detectors in all sleeping areas, in every room in the path of the means of egress from sleeping area and in each story including basements and second means of egress in each sleeping area required

Not an exhaustive list of regulations

Jurisdiction	Arlington County, VA	Town of Blacksburg, VA
Permit type	Annually renewable Accessory Homestay Permit (revocable for 3 or more violations, non-compliance or failure to allow inspections) and a business license	Annually renewable Homestay Permit (only one permit per host allowed) and revocable for 3 or more substantiated complaints, non-compliance and failure to allow inspections
Application fee	\$63 (permit fee)	N/A
DOT requirement	Required	Required
Limit on # of days per year	N/A	Type A: 90 days/year with host present Type B: 30 days out of 90 days total without host present
Events & commercial activities	Prohibited	N/A
Limit on # of contacts per day	One/night	N/A
Limit on # of bedrooms available for rent per day	Determined by limits on occupants	Type A: 2 bedrooms maximum Type B: No limit
Limit on occupancy	Larger of either 6 guests or 2 guests/bedroom (not to exceed that allowed by Building Code)	No more than 6 guests total per night per unit
Adjacent property notifications	N/A	Required
Parking	N/A	N/A
Include license permit number on advertisement	N/A	N/A

Jurisdiction	City of Charlottesville, VA	Montgomery County, MD
Definitions	<p>Bed and Breakfast (Homestay): a temporary lodging facility operated within a single family residence which is owner occupied and managed; having no more than two (2) guest rooms; and wherein food service shall be limited to breakfast and light fare for guests only.</p> <p>Responsible Party: Individual or business entity located within 30 miles who will be available 24 hours a day, 7 days a week, to respond to resolve issues and complaints (in person, if necessary) that arise during the period of time in which the dwelling is being used as a homestay.</p>	<p>Short-Term Residential Rental: the residential occupancy of a dwelling unit for a fee for less than 30 consecutive days. Short-Term Residential Rental is not a Bed and Breakfast (record of all overnight visitors must be maintained and readily available for inspection)</p>
Primary residency	Required and established with minimum of 180 days/year	Required
Primary operator	Owner or resident manager provided primary residency is established	Both owners and owner-authorized residents can participate provided primary residency is established
Authorized Agent	Responsible party located not more than 30 miles from rental unit required	Required when primary resident is not present and must reside within 15 miles of the unit (contact information of authorized agent must be posted inside the unit along with rules and regulations)
Guest Log	N/A	Record of all overnight visitors required to be maintained and be readily available for inspection
Allowable dwelling type	All dwelling types	Prohibited in a Farm Tenant Dwelling or on a site that includes an Accessory Apartment
Life safety measures	Working smoke and carbon monoxide detectors and fire extinguishers required	Working smoke and carbon monoxide detectors and fire extinguishers required

Jurisdiction	City of Charlottesville, VA	Montgomery County, MD
Permit type	Annually renewable Home Occupation Provisional Use Permit / Homestay (revocable for 3 or more substantiated complaints within a calendar year)	Annually renewable license
Application fee	\$100 permit fee	\$44 (license fee)
FOI requirements	Required	Required
Limit on # of days per year	14 days in any 30-day period	No limit with host present 120 days/year without host present
Events & commercial activities	N/A	N/A
Limit on # of contracts per day	N/A	N/A
Limit on # of bedrooms available for rent per day	N/A	N/A
Limit on occupancy	No more than 6 adults per night per tax map parcel	2 adults (over 18 years old) per bedroom, and a maximum of 6 adults per night per unit
Advance property notification	N/A	Required
Parking	N/A	One off-street parking space per contract unless the online listing indicates that vehicle parking is prohibited
Includes license permit number on advertisement	N/A	Required

Jurisdiction	City of Santa Monica, CA	City & County of San Francisco, CA
Definitions	<p>Short-Term Rental: Any rental of any living accommodation that is 30 consecutive days or less, including hotels, motels, bed and breakfasts, home-sharing and vacation rentals.</p> <p>Home-Sharing: The rental of a person's private residence while the primary occupant is present during the rental and whereby the person is hosting the visitor. PERMITTED CITYWIDE.</p> <p>Vacation Rental: The exclusive rental of a private residence for transient use. In such cases the resident is either not present or there is no full time resident that lives in the unit. PROHIBITED CITYWIDE.</p>	<p>Short-Term Residential Rental: A Tourist or Transient Use where all of the following conditions are met:</p> <p>(a) the Residential Unit is offered for Tourist or Transient Use by the Permanent Resident of the Residential Unit;</p> <p>(b) the Permanent Resident is a natural person;</p> <p>(c) the Permanent Resident has registered the Residential Unit and maintains good standing on the Department's Short-Term Residential Rental Registry; and</p> <p>(d) the Residential Unit: is not subject to the Inclusionary Affordable Housing Program.</p>
Primary Residency	Required (a host may not have more than one residence within the city of Santa Monica)	Required and established with minimum of 275 days/year (new residents must have occupied the unit for at least 60 consecutive days prior to application.)
Tenancy of operator	Both owners and renters can participate provided primary residency is established	Both owners and renters can participate provided primary residency is established
Authorized Agent	N/A (operator required to be on-site at all times)	N/A
Guest Reg	N/A	N/A
Allowable dwelling type	All dwelling types except Rent Control Bootleg Units	All dwelling types where residential use is permitted except in RV, Camper Vans, temporary structures, commercial or industrial buildings
Life Safety measures	Emergency exist route information required to be provided	Unit must not have any outstanding Planning, Building, Housing, Fire, Health, Police, or other applicable City code violations

Jurisdiction	City of Santa Monica, CA	City & County of San Francisco, CA
Permit type	Home-Sharing Permit and business license	Registration and Certifications as a Host by the Office of STR every two years (submittal of a quarterly report affirming compliance required)
Application fee	N/A (only business license fee applies)	\$250 every two years
[C] requirement	Required	Required.
Limit on # of days per year	No limit when host present. Not permitted without host present.	No limit with host present 90 days/year without host present
Events & commercial activities	Prohibited	Prohibited
Limit on # of units/acts per day	N/A	Maximum of five/night
Limit on # of bedrooms available for rent per day	N/A	N/A
Limit on occupancy	N/A	Not more than 5 guests per unit
Adjacent property notification	N/A	N/A
Posting	N/A	N/A
Include license post and number on advertisement	Required	Required

Leslie Tate

From: Juday, Luke J. <JudayLJ@ci.waynesboro.va.us>
Sent: Thursday, August 08, 2019 9:45 AM
To: Leslie Tate; Rodney S. Rhodes
Subject: [EXTERNAL] RE: Short-term rentals - Airbnb

We just passed our first set of Airbnb regulations. Basic summary:

- Short-term rental of legal residential units is allowed in all districts. The property does not need to be owner-occupied.
- Operators must obtain a business license from the Commissioner of Revenue, pay an annual registration fee of \$50, and remit transient lodging tax like hotels
- Short-term rentals may be inspected once a year by the Building Official or his designee. Short-term rentals must comply with the building code and must provide working smoke detectors, carbon monoxide detectors, and fire extinguishers.
- Operators may not serve prepared food to guests in exchange for payment
- Operators may only contract with one party per dwelling unit per 24 hour period. Any establishment offering separate spaces to two or more parties at a time is considered an Inn or Bed and Breakfast and must get zoning approval as such.
- Upon three or more violations of city ordinances related to a short-term rental property, its business license may be revoked and the operator is prohibited from getting another short-term rental license for the remainder of the calendar year and one year after.

Luke

From: Leslie Tate <ltate@co.augusta.va.us>
Sent: Thursday, August 08, 2019 9:38 AM
To: Rodney S. Rhodes <rhodesrs@ci.staunton.va.us>; Juday, Luke J. <JudayLJ@ci.waynesboro.va.us>
Subject: Short-term rentals - Airbnb

CAUTION: This email originated from outside of the organization. Do not follow guidance, click links, or open attachments unless you know the content is safe.

Hello,

Rather than sift through your codes I thought I would sent a quick note.

Can you give me a description of how you currently regulate short-term rentals/Airbnb, etc.?

Where are they permitted? Permanent residency or responsible party requirements? Any maximum occupancy or parking requirements?

Thank you,

Leslie C. Tate
Senior Planner
Community Development Department
P.O. Box 590
Verona, Virginia 24482
540 245-5700 (P)

Leslie Tate

From: Rodney S. Rhodes <rhodesrs@ci.staunton.va.us>
Sent: Thursday, August 08, 2019 10:02 AM
To: Juday, Luke J.; Leslie Tate
Subject: [EXTERNAL] RE: Short-term rentals - Airbnb

We passed a "homestay" ordinance around a year ago. It is very basic and removes the previous owner – occupied and parking requirements.

18.152.030 General requirements.

Any operator utilizing a dwelling as a homestay shall be in violation unless the operator complies with the following requirements

- (1) Shall only be rented on a daily or weekly basis. The duration of any period of occupancy may not exceed 30 days, however, there shall be no limit to the frequency in which rentals to occupants may occur.
- (2) No meals shall be prepared for or served to guests, and the guest for which the property is authorized for use shall be at least 18 years of age.
- (3) The homestay shall accommodate no more than two adult guests per bedroom
- (4) No signs, advertising, or any other display on the property indicating the use as homestay shall be allowed.
- (5) At the request of the city of Staunton zoning administrator, operators shall grant the authority to enter the subject property, upon reasonable notice, at least one time during the calendar year to verify compliance at that time with the provisions of this section
- (6) A homestay shall be exempt from providing additional off-street parking required under the provisions of Chapter 18.125 SCC.
- (7) Notwithstanding compliance with the provisions of this chapter, an operator shall comply with all other provisions of the Staunton City Code and other applicable law, including but not limited to the provisions of Chapter 3.37 SCC

Rodney S. Rhodes, CZA, CTM
Senior Planner Zoning Administrator
City of Staunton
Community Development
Division of Planning & Zoning
540 332 3862 office
540 332 3807 fax
rhodesrs@ci.staunton.va.us

Leslie Tate

From: Diana Stultz <dstultz@rockinghamcountyva.gov>
Sent: Thursday, August 08, 2019 12:12 PM
To: Leslie Tate
Subject: [EXTERNAL] FW: Short-term rentals - AirBnb

Your email was forwarded to me for response.

We currently do not regulate short-term rentals through zoning. Therefore, currently they would be permitted in any district that permits residences.

Having said that, I will say that we do not allow RVs, etc. to be used for short-term rentals although we have received requests to do so. It must be a residence.

There have been discussions about coming up with some regulations as they appear to be becoming very prominent at this time.

Currently, they are regulated through the transit occupancy tax through the Commissioner of the Revenue's office.

Please let me know if I can be of further assistance.

Diana

Diana Cobb Stultz
Zoning Administrator/Subdivision Agent
Rockingham County
20 East Gay Street
Harrisonburg, VA 22802
Office phone: (540) 564-3032
Mobile phone: (540) 830-8017
Fax: (540) 564-2922
dstultz@rockinghamcountyva.gov
www.rockinghamcountyva.gov



From: Rhonda Cooper
Sent: Thursday, August 08, 2019 12:05 PM
To: Diana Stultz
Subject: FW: Short-term rentals - AirBnb

Brief Summary of other Virginia County Regulations

Pittsylvania County – Does not regulate

Rockbridge – Attachment shows recent ordinance amendments.

Bedford – Lake is a recreational/tourism attraction, Changed the regulations about 4 times. Stopped requiring permits and then back to permits. If you are on septic you need an approved septic permit. Number of bedrooms X 2 is the maximum number of overnight occupants, no primary residency requirement – downsides – unenforceable. Lots of complaints, mostly unenforceable.

Campbell County – Rooming houses (definition where someone lives) are permitted by SUP in residential and agriculture zoning and by-right in Multi-Family and Commercial zoning

Tourist house – rents the whole house out

But permitted in the same districts

Culpeper County –

We don't currently specifically regulate Airbnbs. We do have a zoning code definition for *Bed and Breakfast/Country Inn* (see below) which honestly would most likely capture most Airbnb rentals too. This use (B&B, country inns) as currently listed does require a conditional use permit in our A-1 (Agricultural) and RA (Rural Area) zoning districts. This is an older definition and our Board has talked about regulating short term rentals differently to capture airbnbs, but we have not pursued this. I can also say that we have also not actively pursued any listed Airbnb rentals as zoning violations either under our existing code either. We operate on a complaint driven violation system for the most part and this issue has not been mentioned to us a priority to be concerned.

Bed and Breakfast/Country Inn: An owner or operator-occupied single-family detached dwelling unit which contains no more than one (1) kitchen, and guest rooms intended or designed to be used, or which are used, rented or hired out to be occupied or which are occupied for sleeping purposes by guests, other than temporary personal guests of the family in the dwelling unit, for compensation with or without meals.

ROCKBRIDGE ORDINANCE AMENDMENTS

We would like to amend the following definitions to better define what we are typically seeing.

- 302.24 **Bed and Breakfast Homestay.** A short term rental where overnight accommodations plus breakfast in a private, owner-occupied home that provides one (1) to three (3) guest rooms for occasional bed and breakfast guests. Primary use of the home remains as a residence, not as a lodging establishment. Signs are generally not displayed on the property and all reservations are made in advance. Income derived from the bed and breakfast activity is a source of supplemental income and does not usually represent a primary source of income.
- 302.25 **Bed and Breakfast Inn.** A short term rental where overnight accommodations plus breakfast are provided in a commercial (business) private home property that is primarily used for lodging even though the owners may live on the premises. Signs are displayed on the property which encourages direct bookings from the general public. Activity from the business enterprise provides a major source of income to the proprietors.
- ~~302.27 **Boarding House (Rooming House).** A building or part thereof, other than a hotel, motel, or restaurant, where meals and/or lodging are provided for compensation for three (3) to fifteen (15) unrelated persons where no cooking or dining facilities are provided in individual rooms and in which the length of stay usually exceeds one (1) week in duration. A lodging house is also included in this definition.~~
- 302.214 **Tourist Home.** A short term rental where only lodging is provided for compensation in up to fourteen (14) persons five (5) bedrooms (in contrast to hotels and boarding houses) and open to transients.
- 302.54 **Country Inn.** A short term rental where overnight accommodations plus breakfast are provided in a commercial (business) property that is primarily used for lodging. Owners may or may not live on the premises. Signs are displayed on the property which encourages direct bookings from the general public. A restaurant is operated on the premises which provides meals to guests and may provide meals to the general public.
- 302.128 **Lodge or Resort.** A short term rental consisting of a building or group of buildings, in which lodging, or board and lodging, are provided and offered to the public for compensation. Where board is offered to the public, it shall be primarily for overnight guests at the lodge or resort. Cooking facilities may be provided in individual units. ~~The length of stay is primarily fewer than two (2) weeks in duration.~~ The main building or structure shall contain twenty-four (24) or less units. **Eight** associated structures of **no more than five (5) bedrooms each eight (8) units** for rent may be provided. **A restaurant may be operated on the premises which provides meals to guests and may provide meals to the general public.**

302.179C Short Term Rental. The provision of one (1) or more rooms that are suitable or intended for occupancy for dwelling, sleeping, or lodging purposes, for compensation, for a period of fewer than 30 consecutive days.

602.00 AGRICULTURAL AND LIMITED USES DISTRICT - A-1

602.02 Permitted Uses. In the A-1 District, structures to be erected or land to be used, shall be for one (1) or more of the following uses:

602.02-9 Bed and breakfast home stay, bed and breakfast inn, **tourist home**.

603.00 AGRICULTURAL AND GENERAL USES DISTRICT - A-2

603.02 Permitted Uses. In the A-2 District, structures to be erected or land to be used, shall be for one (1) or more of the following uses:

603.02-11 Bed and breakfast home stay, bed and breakfast inn, **tourist home**.

603B.00 AGRICULTURAL TRANSITIONAL DISTRICT - A-T

603B.02 Permitted Uses. In the A-T District, structures to be erected or land to be used, shall be for one (1) or more of the following uses:

603B.02-8 Bed and breakfast homestay, bed and breakfast inn, **tourist home**.

604.00 RESIDENTIAL GENERAL DISTRICT - R-1

604.03 Special Exceptions. In the R-1 District, special exceptions may be issued for the following uses:

604.03-1 Bed and breakfast homestay.

604B.00 RESIDENTIAL MIXED DISTRICT - R-2

604B.03 Special Exceptions. In Residential Mixed R-2, special exceptions may be issued for the following uses:

604B.03-1 Bed and breakfast homestay.

605.00 GENERAL BUSINESS DISTRICT - B-1

605.02 Permitted Uses. Within the General Business District B-1, the following uses are permitted:

605.02-38 Bed and breakfast homestay, bed and breakfast inn, tourist home, and country inn

CONVENE CLOSED SESSION

September 23, 2019

(In) MOTION: _____ SECOND: _____ VOTE: _____

(Out) _____

(Certify) _____

I move that the Board of Supervisors of Augusta County convene in closed session pursuant to:

(1) the personnel exemption under Virginia Code § 2.2-3711 (A) (1)
[discussion, consideration or interviews of (a) prospective candidates for employment, or (b) assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific employees]:

a) Boards and Commissions-DSS Advisory Board, Youth Commission, Ag Industry Board, Economic Development Authority, Blue Ridge Criminal Justice Board, CAP-SAW, Solar Committee

(2) the economic development exemption under Virginia Code § 2.2-3711 (A) (5)
[discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of its interest in locating or expanding its facilities in the county]:

a) Proposed Office space, flex space, storage facilities, manufacturing facilities, utility and mixed use development.

**ADVANCED
A G E N D A**

REGULAR MEETING OF THE AUGUSTA COUNTY BOARD OF SUPERVISORS

WEDNESDAY, SEPTEMBER 25, 2019, at 7:00 p.m.

Board Meeting Room, Government Center, Verona, VA

ITEM NO.	DESCRIPTION
7:00 P.M.	PLEDGE OF ALLEGIANCE
	INVOCATION - Public participation is optional; those who wish to join the Board of Supervisors in prayer are asked to remain standing after the Pledge.
9-10	<u>MATTERS TO BE PRESENTED BY THE PUBLIC</u>
9-11	<u>VERONA ELEMENTARY SCHOOL LEASE AGREEMENT</u> Consider the lease agreement for Verona Elementary School.
9-12	<u>LEGISLATIVE SERVICES CONTRACT RENEWAL</u> Consider the Legislative Services contract renewal.
9-13	<u>AUGUSTA COUNTY COURTHOUSE</u> Consider the agreement for purchase of property.
9-14	<u>CONSERVATION EASEMENT-DAVID LEE OR PATRICIA F. SIMMONS</u> Consider a proposed conservation easement for David Lee or Patricia F. Simmons, (tax map 004-48A and 004-100) for property within ½ mile of Augusta County owned Natural Chimneys Park. The Planning Commission recommends approval.
9-15	<u>SHORT-TERM RENTAL ORDINANCE AMENDMENTS</u> Consider ordinance amendments to the Augusta County Code Section 25-74.R. and 25-124.G.
9-16	<u>TRANSPORTATION ALTERNATIVE PROGRAM</u> Consider the Transportation Alternative Program Resolution for the Verona pedestrian project.
9-17	<u>DUPONT-WAYNESBORO NATURAL RESOURCE DAMAGE ASSESSMENT AND RESTORATION SETTLEMENT</u> Consider the resolution endorsing the recreational fishing access grant application.

9-18 **RIDGEVIEW DRIVE SIGNAGE**
Consider funding for Ridgeview Drive digital speed limit signs.

Funding Source: South River Infrastructure 80000-8016-93

9-19 **STUARTS DRAFT PARK**
Consider infrastructure funding for scope of work/design of sun shades.

Funding Source: South River Infrastructure 80000-8016-94 \$4,000.00

9-16 **WAIVERS**

9-17 **CONSENT AGENDA (SEE ATTACHED)**

9-17.1

MINUTES

Consider minutes of the following meeting:

- Regular Meeting, Wednesday, June 26, 2019
- Regular Meeting, Wednesday, July 24, 2019
- Regular Meeting, Wednesday, August 14, 2019
- Staff Briefing, Monday, August 26, 2019

(END OF CONSENT AGENDA)

9-18 **MATTERS TO BE PRESENTED BY THE BOARD**

9-19 **MATTERS TO BE PRESENTED BY STAFF**

Regular Meeting, Wednesday, June 26, 2019, 7:00 p.m. Government Center, Verona, VA.

PRESENT: Gerald W. Garber, Chairman
Carolyn S. Bragg-Vice Chairman
G.L. "Butch" Wells
Michael L. Shull
Wendell L. Coleman
Pam L. Carter
Marshall W. Pattie
Timothy K. Fitzgerald, County Administrator
Jennifer M. Whetzel, Deputy County Administrator
John Wilkinson, Director of Community Development
Leslie Tate, Planner
James R. Benkahla, County Attorney
Angie Michael, Executive Assistant

VIRGINIA: At a regular meeting of the Augusta County Board of Supervisors held on Wednesday, June 26, 2019, at 7:00 p.m., at the Government Center, Verona, Virginia, and in the 243rd year of the Commonwealth....

.....

Chairman Garber welcomed the citizens present.

.....

Wendell Coleman, Supervisor for the Wayne District, led us with the Pledge of Allegiance.

.....

Wendell Coleman, Supervisor for the Wayne District, delivered the invocation.

.....

CHAPTER 25, SECTION 25-4 – ORDINANCE AMENDMENT-MOBILE HOME

This being the day and time advertised to consider an amendment to the definition of mobile home which removes reference to the Industrialized Building Unit and Manufactured Home Safety Laws and also removes the second sentence of the definition which acts as a regulatory statement and does not constitute a definition. The Planning Commission recommends approval.

Leslie Tate, Planner, stated that the amended definition does not make any regulatory changes pertaining to mobile homes. It's a housekeeping amendment and references the National Manufactured Home Construction Safety Standards Act of 1976 to distinguish between a mobile home and a manufactured home.

The Chairman declared the public hearing open.

There being no speakers, the Chairman declared the public hearing closed.

Mr. Shull moved, seconded by Mr. Coleman, that the Board approve the ordinance amendment as presented.

June 26, 2019, at 7:00 p.m.

CHAPTER 25, SECTION 25-4 – ORDINANCE AMENDMENT-MOBILE HOME (CON'TD)

Vote was as follows: Yeas: Bragg, Coleman, Wells, Shull, Carter and Pattie
 Nays: None
 Absent: Garber

Motion carried.

CHAPTER 25, SECTION 25-4 – ORDINANCE AMENDMENT-LIMITED OUTDOOR STORAGE

This being the day and time advertised to consider an amendment that adds limited outdoor storage definition from the Planned Commerce zoning district to the definition section of the zoning ordinance to clarify that such definition applies for all zoning districts when referenced. The Planning Commission recommends approval.

Ms. Tate stated that the definition being proposed to add to the definition section is for limited outdoor storage. In the current zoning ordinance, limited outdoor storage is defined just this way and the planned commerce zoning district. This amendment adds the definition to the definition section of the zoning ordinance to clarify that this definition applies to all zoning districts when referring to outdoor storage or limited outdoor storage.

The Chairman declared the public hearing open.

There being no speakers, the Chairman declared the public hearing closed.

Ms. Bragg moved, seconded by Mr. Wells, that the Board approve the ordinance amendment as presented.

Vote was as follows: Yeas: Garber, Bragg, Coleman, Wells, Shull, Carter and Pattie
 Nays: None

Motion carried.

CHAPTER 25, SECTION 25-73 – ORDINANCE AMENDMENT

This being the day and time advertised to consider an amendment that maintains current size regulations when constructing an addition to a structure to be used as an accessory dwelling unit, but amends the percentage and size regulations for an attached accessory dwelling unit that does not constitute an addition. The Planning Commission recommends approval.

Ms. Tate stated the next four agenda items is the exact same thing, but changing it in four different sections. Ms. Tate showed a map on the screen. The proposed amendment is to keep the same standards and restrictions that exist currently if trying to add on to the dwelling. However, if someone wants to finish a basement and rent it out as an apartment, but not the size of the principle structure the restrictions are relaxed somewhat with this amendment. This section is in the General Agriculture section.

June 26, 2019, at 7:00 p.m.

CHAPTER 25, SECTION 25-454.2 – ORDINANCE AMENDMENT (CONT'D)

There being no speakers, the Chairman declared the public hearing closed.

Ms. Bragg moved, seconded by Mr. Shull, that the Board approve the ordinance amendment as presented.

Vote was as follows: Yeas: Garber, Bragg, Coleman, Wells, Shull, Carter and Pattie
Nays: None

Motion carried.

CHAPTER 25, SECTION 25-133 – ORDINANCE AMENDMENT

This being the day and time advertised to consider an amendment that maintains current size regulations when constructing an addition to a structure to be used as an accessory dwelling unit, but amends the percentage and size regulations for an attached accessory dwelling unit that does not constitute an addition. Amendment also removes reference to detached accessory dwelling units which are not permitted in Single Family Residential districts. The Planning Commission recommends approval.

Ms. Tate stated this section is for the Single Family Residential zoning district. Number five is an incorrect reference in the ordinance to attached and detached accessory dwelling unit. Detached accessory dwelling unit is not permitted.

The Chairman declared the public hearing open.

There being no speakers, the Chairman declared the public hearing closed.

Ms. Bragg moved, seconded by Mr. Shull, that the Board approve the ordinance amendment as presented.

Vote was as follows: Yeas: Garber, Bragg, Coleman, Wells, Shull, Carter and Pattie
Nays: None

Motion carried.

CHAPTER 25, SECTION 25-74 – ORDINANCE AMENDMENT

This being the day and time advertised to consider an amendment that permits a facility operator to personally reside on site with proof of lease between property owner and resident manager/facility operator. The Planning Commission recommends approval.

Ms. Tate stated that this is in the General Agriculture zoning districts. There is a provision which allows application for a special use permit for short-term rentals, bed and breakfast and vacation rentals. There was a provision added that the owner of record primary residence is the principle dwelling or accessory dwelling unit. The intention at the time is that someone would be living on the property full time and be accountable. The amendment being proposed would allow a facility operator to reside on the property and then an additional provision is the owner of record would provide to the Zoning Administrator proof of a lease between the facility operator and the owner as a

June 26, 2019, at 7:00 p.m.

CHAPTER 25, SECTION 25-74 – ORDINANCE AMENDMENT (CONT'D)

precondition of the permit. The owner would submit any subsequent lease agreements within ten days of signature when the lease was to change.

The Chairman declared the public hearing open.

Tom Benzing of 1045 Old White Bridge Road is opposed to the proposed changes to the current ordinance requiring a bed and breakfast owner to reside on sight. Without the owners present, there will be no accountability to the neighbors. Mr. Benzing has voiced his concern about this proposed change to the Planning Commission. At that meeting there was confusion between Bed and Breakfast and Air B & B's. Air B & B's are short-term rentals and in the current language of the ordinance Bed and Breakfast and Air B & B's are the same. There is a name for a facility where an owner is not present and that's a hotel. Without the requirement to live on sight, the same person could open multiple facilities and that's a hotel chain. During the Planning Commission meeting, it was stated that the County operates on a complaint based system. It is assumed the County does not inspect B & B's, but instead the County only responds to neighbor or customer complaints. If this is true, the owner occupant will be more responsive to complaints than an absentee owner. Augusta County would be opening up for more complaints given this change.

Rebecca Hannah of 156 Dividing Ridge Road is in favor of amending the ordinance to allow long term leasers manage the property.

There being no other speakers, the Chairman declared the public hearing closed.

Mr. Garber asked for clarification if this item could be tabled and revisited at a later time.

James Benkahla, County Attorney, stated that it could be tabled.

Ms. Bragg moved, seconded by Mr. Coleman, that the Board table the agenda item to the next Board of Supervisors meeting on July 24, 2019.

Dr. Pattie asked for an explanation of what needed to be clarified and reviewed.

Mr. Coleman stated that it was his understanding that the change was made in the beginning to allow for more flexibility.

Dr. Pattie recapped why the decision was made to amend the ordinance to make it acceptable that the property owner not be on the premises. He does not want to vote for a law that will effect over 74,000 residents of Augusta County when it only concerns a small portion.

Vote was as follows: Yeas: Garber, Bragg, Coleman, Shull, and Carter
 Nays: Wells and Pattie

Motion carried.

.....

June 26, 2019, at 7:00 p.m.

ADDITIONAL FUNDING REQUEST – JUDGE/COURT SCHEDULE CHANGE

Consider staffing request due to increased court services in the amount Of \$361,663.00.

Funding: Circuit Court Clerk's Office – 2 Clerks	\$ 99,814.00
Commonwealth Attorney's Office – 2 Attorneys	\$160,411.00
Sheriff's Office – 2 Court Security Officers	\$101,438.00

Ms. Whetzel stated that the Board has previously discussed the need for additional staffing at the Circuit Court and the Juvenile and Domestic Court. With new Judges being appointed, court will be running more times per week than in the past. Circuit will be running nine times a week verses five times a week. Juvenile and Domestic Court will have some extra dockets related to their cases. This change is expected to occur around July 1, 2019. With court running more often, there are several offices that see the need for more staffing in order to be in court and as well as process the information that comes from court. The Clerk is requesting two positions, Commonwealth's Attorney is requesting two attorneys and the sheriff's office is requesting two court security officers. The total funding for all six positions would be \$361,661.00. This would go into the FY2020 budget.

Mr. Shull would like to break down the request into three different votes.

Mr. Shull moved, seconded by Mr. Coleman, that the Board approve the request for two Circuit Court Clerks.

Mr. Wells asked if either of the Clerk's positions were considered for part-time.

Mr. Fitzgerald stated that the acting Clerk is looking for two part-time Clerks, but in order to adequately staff the second court room four days a week there are two full time Clerks needed.

Ms. Carter agrees with hiring part-time.

Mr. Coleman stated there has been sufficient justification for the additional staffing. The need is based on state records.

Mr. Wells fully respects the opinion of Staff and there will be an additional work load. It is easier to take a part-time position and make it full time than it is to reduce the position from full time to part-time. There is an unknown at this point on what the demand will actually be.

Ms. Carter states for the record that the positions were approved after the budget cycle.

Vote was as follows: Yeas: Garber, Wells, Shull, and Coleman
 Nays: Pattie and Carter
 Abstain: Bragg

Motion carried.

Mr. Shull moved, seconded by Ms. Carter, that the Board approve utilizing the attorney in charge of the Litter Control Program and hire an investigator.

Tim Martin, Commonwealth Attorney, stated that the second Attorney is in charge of the Litter Control Program and does part-time JDR work and then part-time working with the Litter Control Program. The investigator would allow the second attorney to be closer to

June 26, 2019, at 7:00 p.m.

MATTERS TO BE PRESENTED BY THE BOARD

Ms. Carter reminded everyone of the Churchville parade on Saturday.

Mr. Shull moved, seconded by Ms. Bragg that the Board direct the County Administrator to have the names removed from the Litter Control van.

Vote was as follows: Yeas: Garber, Bragg, Wells, Shull, Coleman, Pattie and Carter
Nays: None

Motion carried.

Mr. Shull was pleased with the turn out for the Raphine parade. He met with Dr. Bond on issues with the old Riverheads Elementary. It is not able to be used due to not having water in the building. The facility is heavily used and they are in the process of gathering costs for upgrades to the facility. It is requested that Mr. Wells partner on the expense.

Ms. Bragg asked if this would be an ongoing cost or just a startup cost.
Mr. Shull stated this is an initial cost to get everything back in working order.
Ms. Bragg is willing to contribute to the project as well.

MATTERS TO BE PRESENTED BY STAFF

- 1) Mr. Fitzgerald gave a handout from Dominion Power on a public meeting being held on June 27 on the Doods to Valley substation tower rebuild project.
- 2) A court case data handout was given to the Board. There are no dark hours in Juvenile and Domestic Court, General District Court has three days per month of dark hours and the Circuit Court has no dark hours in one court room and the other court room has four days per month of dark hours.
- 3) He attended the Augusta Health Community Health Needs Assessment presentation.
- 4) Ms. Whetzel gave a handout to the Board regarding a question on industries that qualify for exemption from MS4 calculations.

CLOSED SESSION

On motion of Ms. Bragg, seconded by Mr. Shull, the Board went into closed session pursuant to:

- (1) the real property exemption under Virginia Code § 2.2-3711(A) (3) [discussion of the acquisition for a public purpose, or disposition, of real property]:
 - a) Augusta County Courthouse Property

On motion of Dr. Pattie, seconded by Ms. Carter, the Board came out of Closed Session.

Vote was as follows: Yeas: Garber, Bragg, Wells, Shull, Coleman, Pattie, and Carter
Nays: None

Motion carried.

Regular Meeting, Wednesday, July 24, 2019, 7:00 p.m. Government Center, Verona, VA.

PRESENT: Gerald W. Garber, Chairman
Carolyn S. Bragg-Vice Chairman
G.L. "Butch" Wells
Michael L. Shull
Wendell L. Coleman
Pam L. Carter
Timothy K. Fitzgerald, County Administrator
Jennifer M. Whetzel, Deputy County Administrator
John Wilkinson, Director of Community Development
Leslie Tate, Planner
James R. Benkahla, County Attorney
Angie Michael, Executive Assistant

ABSENT: Marshall W. Pattie

VIRGINIA: At a regular meeting of the Augusta County Board of Supervisors held on Wednesday, July 24, 2019, at 7:00 p.m., at the Government Center, Verona, Virginia, and in the 244th year of the Commonwealth....

.....

Chairman Garber welcomed the citizens present.

.....

Jennifer Lewis led us with the Pledge of Allegiance.

.....

Michael Shull, Supervisor for the Riverheads District, delivered the invocation.

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AUTOMATIC VEHICLE LOCATION

The Board considered authorization to finalize the AVL budget and implementation plan with a cost of \$157,243.00.

Timothy Fitzgerald, County Administrator, stated that Board authorization is needed to finalize the AVL budget and implementation plan with the partner EMS agencies so that we can move the project forward. If approved, it is estimated that implementation of this technology can take place during the second quarter of 2020. Additional information has been received regarding the cell service question in Deerfield.

David Nichols, Fire Chief, stated that IT has looked into the possibility of going with a satellite based connectivity verses the Wi-Fi or Verizon hotspot cellular option. A range of \$10,500.00 to \$15,000.00 has been determined for a cost. The exact cost is not available because the project has not been bid out. This is for the hardware and the installation of the hardware. Instead of having a Verizon hotspot there would be a dome type antenna that sits on top the roof of the apparatus. A clear satellite signal has to be available in order for this to work. The per month cost for the data plan on the satellite with 0-20mb is about \$72.47, 21-100mb is \$281.68 per month and then 101-

July 24, 2019, at 7:00 p.m.

250mb is

AUTOMATIC VEHICLE LOCATION (CONT'D)

\$482.00. Another question is regarding the equipment and the ability to move it between units. It can be moved from unit to unit, but it's not as simple as a plug and play. There is labor costs involved with moving it from unit to unit so it is not something that should be done often.

Mr. Shull moved, seconded by Mr. Wells, that the Board approve the funding request

Ms. Carter is concerned that this was not budgeted for. Should this be included in the next budget?

Ms. Bragg agrees with Ms. Carter on her concerns. There are more questions to be answered and we should wait for the next budget process.

Mr. Wells stated that money is found for various issues that arise within the County that do not carry the significance of saving lives. It is worth finding the money to fund this project.

Mr. Coleman stated that this is something that has been discussed over a period of time. As of Monday's Staff Briefing, it was his understanding that almost everyone was on board with this project and now it appears that is not the case.

Ms. Carter questioned if this motion includes the satellite equipment for Deerfield.

Mr. Shull clarified that the motion is not for the satellite equipment. He would like to see how it goes before spending the additional money.

Vote was as follows: Yeas: Coleman, Wells, Shull, and Garber
 Nays: Bragg and Carter
 Absent: Pattie

Motion carried.

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HEARTHSTONE DAM

The Board considered the updated agreements.

Jennifer Whetzel, Deputy County Administrator, stated that over a period of years the Board has addressed agreements and contracts for Hearthstone Dam rehabilitation. The construction contract was signed in November and there were requirements within the contract to drain the reservoir so many feet per day in order to protect the people downstream. With all of the rain that happened last year, it took a significant amount of time. There was also a grate that was preventing debris from getting into that area and this caused it to drain slower than normal. The contractor has been awarded fifteen weather days so far related to the wet weather. There is an extension, on the agreement that has been requested. This is a no cost time extension moving the date from September 2019 completion date to April 2020. This would allow for completion of the excavation and seeding in the spring. The National Watershed Rehab Program Manager in Washington, D.C. has approved the extension. Board approval is needed to amend the agreements to protect the federal funding.

July 24, 2019, at 7:00 p.m.

MATTERS TO BE PRESENTED BY THE PUBLIC (CONTD)

During the recent BZA meeting County staff came into the meeting with the attorneys from Flow Beverage. They sat together during the meeting and coordinated with one another during the breaks. Citizens see County staff working with Flow Beverage. Mr. Benkahla, Mr. Wilkinson and Ms. Bunch exhibited behavior that demonstrated that cooperation. Who do they work for? They exhibited behavior that demonstrates they do not work for the citizens. It is highly upsetting to watch this type of behavior and is disrespectful and disappointing. There are three examples from Mr. Benkahla's emails in which he worked with Flow prior to the meeting to coordinate their argument. The first email is on May 28, 2019 from Michael Sharp, Attorney for Friends of Seawright Springs. It was sent to Ms. Bunch and Flow's attorney was copies on the email. Mr. Benkahla resent the email to Flow to insure they received it. On June 7, 2019 there is another email forwarded to Flow by Mr. Benkahla. On June 26, 2019 Carol Satterwhite sent another email on behalf of Mr. Benkahla to the Flow attorney. It was case law that would help argue the County and or Flow's case in this matter. This is inappropriate. Mr. Benkahla is the County Attorney, not the Attorney for Flow. Can County Officials be trusted? The answer seems to be no or at least the Staff. This has been the concern from the beginning. Why are County Officials unresponsive to resident's questions and concerns? To date no information has been received and nothing has been addressed regarding concerns raised by the citizens. The Board of Supervisors sit in silence when addressed. Supervisors only want to meet in private to discuss the project instead of in public. Staff makes decisions without oversight or authority. The Economic Development Director made a decision that had a domino effect. It's important to note that the County gave \$250,000.00 to Flow in Sales and Use taxes. Flow paid millions of dollars to a Canadian popstar to promote their product last week. Was that a good use of the County's money and tax dollars? The project was not understood and we did not know what the company was going to do. The real concern is the pattern in behavior that is seen. When is the Board going to hold Staff accountable for their actions in support of Flow? Mr. Benkahla's three emails that were sent on May 28, June 7 and June 26 were inappropriate. Amanda Glover's actions to support this project were not well considered or well thought out. Sandy Bunch's decision to support a 1996 document which does not exist to reiterate a special use permit that never occurred on a by-right use that cannot happen is highly questionable, but County Officials continue to defend the actions. Several weeks ago the County had a luncheon sponsored by First Bank. From the outside, that's incredibly inappropriate. The County accounts are in First Bank. The tax payer wasn't invited to the luncheon. First Bank paid almost \$4,000.00 for the meal. That's not an act of goodwill. It may not violate the law in Virginia because if you divide the cost of the meal by the number of employees for Augusta County it falls under the \$20.00 limit, but it's ethically irresponsible. Banks want customers near where they work and where they live. To have 400 employees attend a luncheon at the Government Center ½ mile away from a First Bank is troubling. Will every business be allowed to do that in Augusta County? Are County Officials demonstrating fiscal responsibility? In 2015 a lot in Mill Place Commerce Park was sold for \$200,000.00 under the assessed value to Blue Ridge Machine Works. That business is not there. Three of the current Board of Supervisors were on the Board at that time. Mr. Mooney listens to the needs of Fire and Rescue personnel. He has listened to athletes as for lights on softball fields. In the minimal research that he completed, there has been \$450,000.00 that vanished into the Economic Development black hole on two projects that do not seem to have gone very well. These are a few examples of how County Staff, who serve at your pleasure, have failed to fulfill the mission. Failed because Board members need to pay attention to what is going on. The Staff needs to be held accountable. Do what is in the best interest of the citizens. There are four requests from the citizens. Put Matters to be Presented by the Public at the beginning of the meeting, live stream the Staff Briefing on Monday and the regular meeting on Wednesday night, review actions of Staff and the podium that the citizens speak from should be on the same level as the Board of Supervisors. Think hard about what has been said and consider that things need to change. A letter was provided

July 24, 2019, at 7:00 p.m.

MATTERS TO BE PRESENTED BY THE PUBLIC (CON'TD)

from Michael Sharp, Attorney for Seawright Springs, to the Board with significant concerns on the Flow project.

Robin Hawks questions if a conversation was had with Blue Ridge Community College about the library. Blue Ridge has a library that is open to the public. She noted that the Board talks about my accounts and my money. It is not the Board's money, it is the tax payer's money. The Board should be interacting with the tax payers to decide how the money is spent. Ms. Hawks has been speaking concerns about administrative processes. The Board sees themselves as authority figures rather than partners of the citizens. In psychology Groupthink is discussed. Groupthink is a parallel to organized activity. When a group of individuals fail to consider all opinions, they are destined to fail. As she watches the Board meetings, everyone is looking at each other and looking to Mr. Garber before making a decision. The Chairs role is to facilitate expression of all opinions. As behavior is observed, she sees a group of individuals who are unprepared for the seats that are occupied. Personal opinions, associations and our background all impact who you are and what decisions are made. Ms. Hawks challenges the Board to consider that what they are doing is engendering anger and distrust. The Friends of Seawright Springs are not enemies and not rebellious adolescents or people who all think the same about everything. Ms. Hawks read the County's mission statement. The leadership that is in place has failed to lead the Board in accomplishing the mission. The County Administrator, the Economic Development Director, the Zoning Administrator and the County Attorney have failed in the mission and the Board has allowed it. They need to leave or the Board needs to leave. Someone needs to show leadership and willingness to perform in a matter worthy of the citizen's trust.

Mr. Spiegel lives near Seawright Springs. The Board of Supervisors have taken a beating over this project and the Board does a good job. They look out for economic growth within the County.

John Albergenzkie of 85 Briar Creek Circle in Weyers Cave questions the tax reassessment and how the process works. How much was paid to the reassessment company to reassess the County? There are discrepancies with assessment that were made in his neighborhood that do not make sense. He requests a report that shows how the decisions were made.

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MATTERS TO BE PRESENTED BY THE BOARD --NONE

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MATTERS TO BE PRESENTED BY STAFF

1) The County applied for the VACo Achievement Award and Trails at Mill Place won. Presentation of the award will come at a later meeting.

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July 24, 2019, at 7:00 p.m.

CLOSED SESSION

On motion of Ms. Bragg, seconded by Mr. Shull, the Board went into closed session pursuant to:

- (1) the personnel exemption under Virginia Code § 2.2-3711(A) (1)**
[discussion, consideration or interviews of (a) prospective candidates for employment, or (b) assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific employees]:
 - a) Boards and Commissions - Ag Industry Board, Economic Development Authority, DSS Advisory Board, Youth Commission, Blue Ridge Criminal Justice, CAP-SAW,
- (2) the real property exemption under Virginia Code § 2.2-3711(A) (3)**
[discussion of the acquisition for a public purpose, or disposition, of real property]:
 - a) Augusta County Courthouse
- (3) the legal counsel exemption under Virginia Code § 2.2-3711(A) (8)**
Consultation with legal counsel employed or retained by a public body regarding specific legal matters requiring the provision of legal advice by such counsel. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.
 - a) Augusta County Courthouse
- (4) the security exemption under Virginia Code § 2.2-3711(A) (19)**
Discussion of plans to protect public safety as it relates to terrorist activity or specific cybersecurity threats or vulnerabilities and briefings by staff members, legal counsel, or law-enforcement or emergency service officials concerning actions taken to respond to such matters or a related threat to public safety; discussion of information subject to the exclusion in subdivision 2 or 14 of § 2.2-3705.2, where discussion in an open meeting would jeopardize the safety of any person or the security of any facility, building, structure, information technology system, or software program; or discussion of reports or plans related to the security of any governmental facility, building or structure, or the safety of persons using such facility, building or structure.
 - a) Augusta County Government Center

On motion of Mr. Shull, seconded by Mr. Wells, the Board came out of Closed Session.

Vote was as follows:

Yeas: Garber, Bragg, Shull, Coleman,
and Carter

Nays: None

Absent: Pattie

Motion carried.

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The Chairman advised that each member is required to certify that to the best of their knowledge during the closed session only the following was discussed:

- 1. Public business matters lawfully exempted from statutory open meeting requirements, and
- 2. Only such public business matters identified in the motion to convene the executive session.

The Chairman asked if there is any Board member who cannot so certify.

July 24, 2019, at 7:00 p.m.

CLOSED SESSION (CONT'D)

Hearing none, the Chairman called upon the County Administrator/ Clerk of the Board to call the roll noting members of the Board who approve the certification shall answer AYE and those who cannot shall answer NAY.

Roll Call Vote was as follows:

Yeas: Garber, Bragg, Shull, Coleman,
and Carter
Nays: None
Absent: Pattie

Motion carried.

The Chairman authorized the County Administrator/Clerk of the Board to record this certification in the minutes.

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Ms. Bragg moved, seconded by Mr. Wells, that the Board proceed with security upgrades based on discussion in Closed Session in the amount of \$36,000.00

Vote was as follows: Yeas: Garber, Bragg, Shull, Coleman,
and Carter
Nays: None
Absent: Pattie

Motion carried.

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BOARDS AND COMMISSIONS

Ms. Bragg moved, seconded by Mr. Coleman, that the Board appoint Mark Frazier to serve on the Economic Development Authority. Effective immediately and to expire March 28, 2022.

Vote was as follows: Yeas: Garber, Bragg, Shull, Coleman,
and Carter
Nays: None
Absent: Pattie

Motion carried.

Mr. Coleman moved, seconded by Mr. Shull, that the Board re-appoint Leah Thomas to serve on the Economic Development Authority. Effective immediately and to expire March 25, 2023.

Vote was as follows: Yeas: Garber, Bragg, Shull, Coleman,
and Carter
Nays: None
Absent: Pattie

Motion carried.

Regular Meeting, Wednesday, August 14, 2019, 7:00 p.m. Government Center, Verona, VA.

PRESENT: Gerald W. Garber, Chairman
Carolyn S. Bragg-Vice Chairman
G.L. "Butch" Wells
Michael L. Shull
Wendell L. Coleman
Pam L. Carter
Marshall W. Pattie
Timothy K. Fitzgerald, County Administrator
Jennifer M. Whetzel, Deputy County Administrator
John Wilkinson, Director of Community Development
Leslie Tate, Planner
James R. Benkahla, County Attorney
Angie Michael, Executive Assistant

VIRGINIA: At a regular meeting of the Augusta County Board of Supervisors held on Wednesday, August 14, 2019, at 7:00 p.m., at the Government Center, Verona, Virginia, and in the 244th year of the Commonwealth....

.....

Chairman Garber welcomed the citizens present.

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The following student from Buffalo Gap High School led the Board of Supervisors in the Pledge of Allegiance:

Kaley Kiracofe is a senior and is President of the Executive Board.

Chloe Mills is a senior and is Vice-President of the Executive Board-SCA.

Katherine Redifer is a junior and is the FFA Historian. She plans to attend college after high school.

MaKayla Talley is a junior and the Secretary of the FFA Chapter. She plans to attend college and study to be an Ag teacher.

Samual Hadacek is a senior and the FFA President for the Buffalo Gap Chapter. He plans to attend a university and study Aeronautics.

Madison Wheeler is a sophomore and the Reporter for FFA. She plans to attend college and study to be an Ag teacher.

Troy Payne is a junior and the Vice-President for FFA. He plans to build poultry houses.

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Pam Carter, Supervisor for the Pastures District, delivered the invocation.

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August 14, 2019, at 7:00 p.m.

MATTERS TO BE PRESENTED BY THE PUBLIC

Robin Hawks of Mount Sidney has concerns regarding Sandra Bunch. Sandra Bunch has failed the citizens of Augusta County and generations to come by her failure to execute her position with regard to the needs of the citizens. Water and transportation safety are crucial to the well-being of this community and Ms. Bunch's zoning decision demonstrates disregard for the well-being of the community. A zoning determination letter was written in December 2018 based on a letter from 1996 written to an entity that had no investment in the community or in the spring. A letter was written without regard to the interest of the citizens surrounding the property. Ms. Bunch failed to consider the impact of the letter on the citizens of Augusta County. By right water means forever. This is profound as a decision. By writing this letter, she placed the citizens of Augusta County on a destructive collision path that resulted in legal action. She purposefully withheld the December 2018 letter. Her actions have caused the taxpayers of Augusta County thousands of dollars in legal fees to defend her position. A letter was written knowing the appeal would not be possible according to the law given the thirty day appeal period had expired. While Augusta County has attempted to blame the State for these decisions, the State has made it clear that all zoning determinations are made at the local level and that leaves Ms. Bunch responsible for her actions. The public trust has been eroded. Deceit has been the name of the game and that cannot be fixed with the same faces in the same roles. During the BZA Sandra Bunch gave examples showing support for water bottling by citing articles from the 1980's and 1990's and a Special Use Permit from 2004. Think about what this means. The County and the Officials are governing the County based on fifteen to thirty year old information. That reflects a failure to appreciate the changing characteristics of the County and failure to recognize any community changes. Due to Ms. Bunch's failure to execute the duties of her position in a thoughtful and effective manner, the Friends of Seawright Springs ask that she be removed from the position of Zoning Administrator. She has demonstrated disregard for the citizens of the County. The Board is to provide oversight and remedies to the County problems. The trucks from Flow are dumping water in the pond at Mill Place Park. The dumping is likely occurring because the water doesn't meet quality standards. Every tank of water has to be tested to make sure it meets quality standards. If the water fails then it has to be discarded. A significant amount of water has been discarded into the pond. While thousands of gallons of water are being dumped, the house next to the Seawright Springs has little to no water because their spring has gone dry. This is one of the catastrophes of the County's decision to allow Flow to mine the spring. Tankers have been observed driving by the school during school transportation hours. It's clear that Flow has broken their agreement. Mr. Fitzgerald stated in an earlier meeting that Flow agreed to not transport water during school operation hours. Flow cannot be counted on to uphold their agreements. With Amanda Glover's resignation, it is requested that a search be conducted for outside individuals. Someone that does not come with the baggage of the Seawright Springs issues. The search for this individual should be focused on identifying someone who will focus on the vision of the County and considers the needs of the community and the characteristics of the community. Someone who has the ability to go out and interact with the residents of the area to consider the implications of development.

Robert Spiegel of 632 Salem Church Road in Mount Sidney. He has lived in two different houses near Seawright Springs. Both houses had cisterns and he has drilled wells for both houses. Both wells have been successful. The Board does a good job and he appreciates what they do.

Don Horn has a farm in the North River District. There is an old farm house that would make a great Bed and Breakfast. The current ordinance regarding Bed and Breakfast requires him as the owner to live on the property. He currently lives in Cleveland, OH so it would not work for him to live on the premises. Mr. Horn urges the Board to consider changing the ordinance.

August 14, 2019, at 7:00 p.m.

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PERSONAL PROPERTY TAX RELIEF PROGRAM RESOLUTION

The Board considered resolution establishing the rate of tax relief of qualifying vehicles for purposes of the Personal Property Tax Relief Act.

Jennifer Whetzel, Deputy County Administrator, stated that this is an annual resolution regarding Personal Property Tax Relief Act of 1998. Augusta's share of the revenue is approximately \$4.3 million and that remains static for all time at this point. As the book grows, the percentage that is reimbursed to the individuals in the County goes down. For this year the percentage would be 37%. Last year it was 39%.

**RESOLUTION OF THE BOARD OF SUPERVISORS
OF AUGUSTA COUNTY, VIRGINIA**

WHEREAS, the Personal Property Tax Relief Act of 1998, Va Code §§ 58.1-3523 et seq. ("PPTRA"), has been substantially modified by the enactment of Chapter 1 of the Acts of Assembly, 2004 Special Session I (Senate Bill 5005), and the provisions of Item 503 of Chapter 951 of the 2005 Acts of Assembly (the 2005 revisions to the 2004-06 Appropriations Act).

WHEREAS, by its enactment of an ordinance on December 14, 2005 ("Ordinance"), the Board of Supervisors of Augusta County, Virginia (the "Board of Supervisors") has previously implemented such modifications of the PPTRA.

WHEREAS, the Board of Supervisors now desires to set the rate of tax relief for tax year 2019 for purposes of the Ordinance

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF AUGUSTA COUNTY, VIRGINIA:

1 For purposes of § 3(c) of the Ordinance, the rate of tax relief with respect to qualifying vehicles with assessed values of more than \$1,000, and applied to the first \$20,000 in value of each such qualifying vehicle, shall be thirty-seven (37%)

2 All other provisions of the Ordinance shall be implemented by the Commissioner of the Revenue or the County Treasurer, as applicable, including, without limitation, those set forth in § 3(b) of the Ordinance, pertaining to the elimination of personal property taxation of each qualifying vehicle with an assessed value of \$1,000 or less, and in § 4, pertaining to liability of taxpayers whose taxes with respect to a qualifying vehicle for tax year 2005 or any prior tax year remain unpaid

3. This Resolution shall take effect immediately upon its adoption

Ms. Bragg moved, seconded by Mr. Shull, that the Board approve the resolution as presented.

Vote was as follows: Yeas: Garber, Bragg, Coleman, Wells, Shull, Carter and Pattie
Nays: None

Motion carried.

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PROJECT GROWS

The Board heard a presentation of future growth.

Jenna Piersol, Executive Director of Project Grows gave the Board an update on what has been taking place at Project Grows on the Berry Farm property. Their mission is health focused. There is a mission to improve the health of our youth in Staunton, Waynesboro and Augusta County through garden based education and

August 14, 2019, at 7:00 p.m.

PROJECT GROWS (CONT'D)

access to healthy food. Project Grows leases ten acres from the County. The lease is \$1.00 per year. It is matched with grant funding and community funding throughout the years. Recently they received a \$250,000.00 grant from the USDA. This allowed Project Grows to pull in school partners, the Health Department and funding from Virginia for the SNAP Matching Program for Farmer's Markets. Ms. Piersol summarized activities that take place at the farm. Project Grows offers paid positions for high school students during the summer. Approximately 1,500 youth visit Project Grows each year with field trips and other activities. 445 volunteers contributed to Project Grows last year donating over 2,300 hours. A brand new website has been developed and the annual report is also available. Ms. Piersol stated they have outgrown their space. There is plenty of land, but in terms of the facilities. They would like to build a barn that would provide restroom space, a pack out station, office space and a community room. The money would be raised through donations and a grant match. A commitment is needed from the County for a longer term lease. Right now it is a five year to five year lease and will be up for renewal in the spring. They would like to extend the lease and work towards a 25-30 year lease.

The Board will visit Project Grows on August 26 following the Staff Briefing.

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SOLAR-COMPREHENSIVE PLAN AMENDMENT

The Board heard a presentation of the solar Comprehensive Plan Amendment process/timeline.

Leslie Tate, Planner, highlighted each step in the process and timeline. The Board can establish a working group or subcommittee that would be the advisory committee that would guide the potential amendments. The draft timeline gives from August 14, 2019 to August 28, 2019 to put together individuals that would be well suited for the committee. There will be a public input survey/questionnaire both online and in paper form. Staff will compile the results of the survey and have a working group meeting with subcommittee that will be established. Once the working group has formulated the specific potential drafts and recommendations, there would be a Board of Supervisors and Planning Commission joint worksession. After the revisions and recommendations are completed, the request will be for the Board to release the amendment for public hearing.

Mr. Coleman stated that it is critical that the entire Board be prepared to work through the process and make a decision in the end.

The Board placed this item on the August 28, 2019 regular meeting agenda.

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AMBULANCE/MEDIC UNIT FUNDING REQUEST

The Board considered funding for an ambulance/medic unit.

Funding Source: Capital 70-8000-8057 \$128,693.50

David Nichols, Fire Chief, showed pictures of the new ambulance. The unit should be delivered next week. An application was submitted for the Rescue Squad Assistance Fund. Eight ambulances were awarded statewide and the funding is limited. Therefore, Augusta County was not successful. In the scoring process, a number of things are considered. Two areas that were scored low is economic stress index and access to healthcare. Those numbers are not going to

August 14, 2019, at 7:00 p.m.

MATTERS TO BE PRESENTED BY THE BOARD

Mr. Shull requests the GPS routing be reviewed for any changes. He is concerned that the Fire and Rescue Strategic Plan committees are set up with more career people verses volunteers. Volunteers companies should have more input.

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MATTERS TO BE PRESENTED BY STAFF

1) Jennifer Whetzel, Deputy County Administrator, stated that over the last fifteen years the County has participated with the State and Federal Government to rehabilitate many of the flood control dams. Waynesboro Nursery is one that is on the list for rehabilitation. At the Federal level, an application was submitted in 2010 to get planning money and it was denied. Todd Lake and Hearthstone scored higher on the Federal scoring chart so plans moved forward for those two dams. On the State level, the Waynesboro Nursery structure scored very high. That was in part due to the amount of rain last year. The State put out an RFP for design on this dam. 100% funding is approved for the design portion. They are requesting 100% of the construction funding for the actual rehabilitation. The State met with Headwaters, the landowners, the County, and NRCS. It will take a few years for the project to be completed.

2) Ms. Whetzel stated that the Board of Equalization has completed their hearings. There were 126 appeals received and 80 changes were made to assessments. The total net change was approximately \$62,000.00 less in tax dollars than originally assessed.

3) Ms. Whetzel stated that annually the County applies for an award for the Comprehensive Annual Financial Report through the Government Finance Officers Association. Misty Cook, Finance Director, and her staff have received the 2018 Audit Award.

4) Ms. Whetzel stated that there is another State grant offer, VATI 2020 through the Department of Housing and Community Development. The Broadband Committee put out a request for information and received a proposal from MGW Networks for four projects in the County. Two projects in the Deerfield area, one in Middlebrook and one in the Morris Mill area. The committee and staff are working with MGW to figure out which ones a grant will be written for. The application is due September 3, 2019. Dominion Energy has put out an RFI related to expanding broadband access in rural Virginia. This would be in the Dominion Energy footprint of the County which is approximately 1/3 of the County. The County will respond and answer some of the locality questions.

5) Mr. Fitzgerald stated that during the first Census presentation a Complete Count Committee was brought to the Board's attention. This is a citizen committee that would support the census and get education out to citizens. The PDC has had conversations with the Census representatives and is now willing to put together a Complete Count Committee that would work regionally for Staunton, Waynesboro and Augusta County. With Board approval, it is recommended to work regionally with Staunton and Waynesboro to create the one committee. The Board agrees.

6) VACo Summit meeting is tomorrow.

7) VACo Region 9 meeting September 19th at 5:30 p.m. at the airport.

8) Mia Kivlighan the new Communications Manager will be starting August 16, 2019.

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August 14, 2019, at 7:00 p.m.

CLOSED SESSION

On motion of Ms. Bragg, seconded by Mr. Shull, the Board went into closed session pursuant to:

- (1) the personnel exemption under Virginia Code § 2.2-3711 (A) (1)**
[discussion, consideration or interviews of (a) prospective candidates for employment, or (b) assignment, appointment, promotion, performance, demotion, salaries, disciplining or resignation of specific employees]:
 - a) Boards and Commissions-DSS Advisory Board, Youth Commission, Ag Industry Board, Economic Development Authority, Blue Ridge Criminal Justice Board, CAP-SAW

- (2) the legal counsel exemption under Virginia Code § 2.2 3711(A) (7)**
Consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body. For the purposes of this subdivision, "probable litigation" means litigation that has been specifically threatened or on which the public body or its legal counsel has a reasonable basis to believe will be commenced by or against a known party. Nothing in this subdivision shall be construed to permit the closure of a meeting merely because an attorney representing the public body is in attendance or is consulted on a matter.
 - a) D.M. Conner
 - b) Appalachian Aggregates

- (3) the real property exemption under Virginia Code § 2.2-3711 (A) (3)**
[discussion of the acquisition for a public purpose, or disposition, of real property]:
 - a) Augusta County Courthouse

On motion of Ms. Bragg, seconded by Ms. Carter, the Board came out of Closed Session.

**Vote was as follows: Yeas: Garber, Bragg, Wells, Shull, Coleman, Pattie, and Carter
 Nays: None**

Motion carried.

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The Chairman advised that each member is required to certify that to the best of their knowledge during the closed session only the following was discussed:

- 1. Public business matters lawfully exempted from statutory open meeting requirements, and**
- 2. Only such public business matters identified in the motion to convene the executive session.**

The Chairman asked if there is any Board member who cannot so certify.

Hearing none, the Chairman called upon the County Administrator/ Clerk of the Board to call the roll noting members of the Board who approve the certification shall answer AYE and those who cannot shall answer NAY.

Roll Call Vote was as follows:

**Yeas: Garber, Bragg, Wells, Shull, Coleman, Pattie, and Carter
Nays: None**

Motion carried.

Staff Briefing Meeting, Monday, August 26, 2019, 1:30 p.m., Government Center, Verona, VA.

PRESENT: Gerald W. Garber, Chairman
Carolyn S. Bragg-Vice Chairman
Michael L. Shull
Wendell L. Coleman
Pam L. Carter
G. L. "Butch" Wells
Marshall W. Pattie
Timothy K. Fitzgerald, County Administrator
Jennifer M. Whetzel, Deputy County Administrator
John Wilkinson, Director of Community Development
Leslie Tate, Planner
Misty Cook, Director of Finance
James R. Benkahla, County Attorney

VIRGINIA: At an adjourned meeting of the Augusta County Board of Supervisors held on Monday, August 26, 2019, at 1:30 p.m., at the Government Center, Verona, Virginia, and in the 244th year of the Commonwealth....

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VDOT ROADS

1) Don Komara, Residency Administrator, discussed the VDOT status report of August 26, 2019.

The Board accepted the report as information.

2) Adam Campbell, VDOT, gave a STARS Study update.

The Board accepted the report as information.

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ECONOMIC DEVELOPMENT

Amanda Glover, Director of Economic Development, discussed the Economic Development monthly report of July, 2019.

The Board accepted the monthly report as information.

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FIRE AND RESCUE

David Nichols, Fire Chief, discussed the Fire and Rescue monthly report of July, 2019.

The Board accepted the monthly report as information.

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August 26, 2019, at 1:30 p.m.

LEGISLATIVE REPORT

The Board heard a presentation from Eldon James and Jane Woods, the Legislative Liaisons.

The Board accepted the presentation as information.

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YEAR END FINANCE REPORT

1) Misty Cook, Finance Director, presented the Board with the Year End Finance Report and the School Board year end fund balance. The Board was also presented with allocations to the capital budget from the fund balance.

The Board accepted the report for information.

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INFRASTRUCTURE ACCOUNT STATUS

Ms. Cook discussed the additions and deletions to the Infrastructure and Recreation Capital accounts.

The Board authorized placing on the August 28, 2019 regular meeting agenda.

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BROADBAND GRANT

Jennifer Whetzel, Deputy County Administrator, discussed the VATI 2020 grant application and local match.

The Board authorized placing on the August 28, 2019 regular meeting agenda.

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VTRANS UPDATE

Leslie Tate, Planner, gave an update on VTrans.

The Board accepted the report for information.

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PLANNING COMMISSION/PUBLIC HEARING

Ms. Tate discussed a request to rezone from General Agriculture to Rural Residential approximately 21.23 acres owned by Martin F. or Linda C. Lightsey. The Planning Commission recommends denial.

The Board authorized placing on the August 28, 2019 regular meeting agenda.

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WAIVERS –NONE

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August 26, 2019, at 1:30 p.m.

MATTERS TO BE PRESENTED BY THE BOARD –NONE

MATTERS TO BE PRESENTED BY STAFF

- 1) Posting zoning determinations.
- 2) Verona Pedestrian project alternatives.
- 3) Harriston boat ramp-DuPont funding
- 4) Introduced Mia Kivlighan as the new Communications Manager.
- 5) Determine the new Solar Committee members.

CLOSED SESSION – NONE

ADJOURNMENT

There being no other business to come before the Board, Mr. Shull moved, seconded by Ms. Bragg, the Board adjourned subject to call of the Chairman.

Vote was as follows: Yeas: Coleman, Bragg, Garber, Wells, Shull, Pattie and Carter
 Nays: None

Motion carried.

Chairman

County Administrator

