AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONTGOMERY, VIRGINIA HELD ON THE 9th DAY OF MAY, 2016 AT 7:00 P.M. IN THE BOARD CHAMBERS, MONTGOMERY COUNTY GOVERNMENT CENTER, 755 ROANOKE STREET, CHRISTIANSBURG, VIRGINIA:

PRESENT:	Christopher A. Tuck	-Chair
	Gary D. Creed	-Vice Chair
	Mary W. Biggs	-Supervisors
	April N. DeMotts	
	M. Todd King	
	Annette S. Perkins	
	Darrell O. Sheppard	
	F. Craig Meadows	-County Administrator
	L. Carol Edmonds	-Deputy County Administrator
	Martin M. McMahon	-County Attorney
	Emily Gibson	-Planning Director
	Ruth Richey	-Public Information Officer
	Vickie L. Swinney	-Secretary, Board of Supervisors

CALL TO ORDER

The Chair called the meeting to order.

INTO CLOSED MEETING

On a motion by Gary D. Creed, seconded by M. Todd King and carried unanimously,

BE IT RESOLVED, The Board of Supervisors hereby enters into Closed Meeting for the purpose of discussing the following:

Section 2.2-3711 (3) Discussion or Consideration of the Acquisition of Real Property for Public Purpose, or of the Disposition of Publicly Held Real Property, Where Discussion in an Open Meeting Would Adversely Affect the Bargaining Position or Negotiating Strategy of the Public Body

1. Former Blacksburg High School Property

(1) Discussion, Consideration or Interviews of Prospective Candidates for Employment; Assignment, Appointment, Promotion, Performance, Demotion, Salaries, Disciplining or Resignation of Specific Officers, Appointees or Employees of Any Public Body

1. New River Community College

The vote on the forgoing motion was as follows:

AYE	NAY
M. Todd King	None
Annette S. Perkins	
Gary D. Creed	
Mary W. Biggs	
April N. DeMotts	
Darrell O. Sheppard	
Christopher A. Tuck	

OUT OF CLOSED MEETING

On a motion by M. Todd King, seconded by Gary D. Creed and carried unanimously,

BE IT RESOLVED, The Board of Supervisors ends their Closed Meeting to return to Regular Session.

The vote on the forgoing motion was as follows:

AYE	NAY
Annette S. Perkins	None
Gary D. Creed	
Mary W. Biggs	
April N. DeMotts	
Darrell O. Sheppard	
M. Todd King	
Christopher A. Tuck	

CERTIFICATION OF CLOSED MEETING

On a motion by M. Todd King, seconded by Mary W. Biggs and carried unanimously,

WHEREAS, The Board of Supervisors of Montgomery County has convened a Closed Meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.2-3711 of the Code of Virginia requires a certification by the Board that such Closed Meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED, That the Board of Supervisors of Montgomery County, Virginia hereby certifies that to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies, and (ii) only such public business matters as were identified in the motion conveying the closed meeting were heard, discussed or considered by the Board.

VOTE

AYES
Gary D. Creed
Mary W. Biggs
April N. DeMotts
Darrell O. Sheppard
M. Todd King
Annette S. Perkins
Christopher A. Tuck

NAYS
None

ABSENT DURING VOTE
None

ABSENT DURING MEETING
None

INVOCATION

A moment of silence was led by the Chair.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

PRESENTATIONS, RECOGNITIONS AND AWARDS

Virginia Cooperative Extension
Michelle Dickerson, Montgomery County Extension Agent, recognized Montgomery County Cooperative Extension Volunteers. Ms. Dickerson along with Dawn Barns and Kelli Scott provided a brief update on Montgomery County Cooperative Extension services.

Montgomery County Planning Commission
Robert Miller, Chair of the Planning Commission, presented Montgomery County Planning Commission's 2015 Annual Report. Mr. Miller reported that the Planning Commission continued collaboration with the New River Valley Regional Commission (NRVRC) to administer Safe Routes to School Grant for the Auburn School Strand and Belview Elementary School. They also worked with the NRVRC on a strategic plan for agriculture and agritourism in the New River Valley.

Mr. Miller provided a report on the Planning Department's activities such as zoning and special use permits. The GIS and Mapping Department continued to support the NRV Emergency Communications Regional Authority.

PUBLIC HEARINGS

VDOT Secondary Six-Year Road Improvement Plan

The Virginia Department of Transportation and the Board of Supervisors of Montgomery County, in accordance with Section 33.1-70.01 of the Code of Virginia, conducted a joint public hearing on the Proposed Secondary Six-Year Road Improvement Plan for Fiscal Years 2016/2017 through 2021/22 in Montgomery County, and on the Secondary System Construction Budget for Fiscal Year 2016/17.

David Clarke, VDOT Residency Administrator, provided a copy of the proposed plan as recommended by VDOT, as follows:

1. Sidney Church Road-From Fairview Church Road to 1.0 mile south of Fairview Church Road
2. Sidney Church Road From 1.0 mile south of Fairview Church Road to Camp Carysbrook Road
3. Yellow Sulphur Road- From 1.25 miles north of bridge over Route 460 to 1.7 miles north of same bridge.
4. Yellow Sulphur Road – From 1.7 miles north of 460 bridge to 0.7 miles south of Jennelle Road
5. Low water bridge on Fairview Church Road—replace with box culvert

Mr. Clarke stated that State funding for secondary road improvement is decreasing annually. Montgomery County will receive an allocation estimated at $300,000 which is a decrease from $1-2 million the County received in the past. He stated that two projects (Mt. Pleasant Road and Piney Woods Road) on the current Secondary Six-Year Road Improvement Plan are expected to be completed soon and the County may be able to add one or two projects next year.

Charles Halsey addressed the Board with concerns about Yellow Sulphur Road. Mr. Halsey stated that Yellow Sulphur Road has so many potholes that motorists have to drive on the opposite side of the road. Mr. Halsey stated that the residents who live on Yellow Sulphur Road have been told since 1950 that the road would be paved.

Daniel Wright addressed the Board with concerns about Yellow Sulphur Road. He spoke about the safety issues on this road and how numerous times he had to help a motorist out of a ditch. He cannot believe that Yellow Sulphur Road has been on the plan this long and nothing has been done.

There being no further speakers, the public hearing was closed.

Proposed Conveyance to Fiddler's Green Partners LLC – Former Blacksburg Middle School Property

Proposed conveyance to Fiddler's Green Partners, LLC, of Tax Map Parcel Number 25-A 94, the former Old Blacksburg Middle School property located on South Main Street in the Town of Blacksburg, Virginia, pursuant to the Real Estate and Option Agreement between the County of Montgomery and Fiddler's Green Partners, LLC dated April 18, 2016.

The County Administrator provided a brief summary on the proposed conveyance. The County is proposing to enter into a real estate and option agreement with Fiddler's Green Partners, LLC regarding the sale of the former Blacksburg Middle School property.

June Sprague questioned the Board's decision regarding the former Blacksburg Middle School property. Ms. Sprague asked why the sale of this property is not out on the open market, why tie the property up for five years, why agree to enter into an agreement that does not meet the Master Plan that was agreed upon years ago, why agree to sell the property under the current zoning R-4 and not to mixed-use as in the Master Plan in order to bring in a much larger purchase price. Ms. Sprague urged the Board to vote no on the proposed Real Estate and Option Agreement.

Julie Lewis stated the former Blacksburg Middle School property is a prime piece of real estate and should not be sold under the current zoning district of R-4 and believes it should be rezoned to mixed-use. Ms. Lewis stated under the current zoning allows four houses per acre and she expressed concern that tax revenue from the houses would not generate enough money to support the school system which takes $10,000-$11,000 to educate one child.

Jamie Bond supports the sale of the former Blacksburg Middle School property and urged the Board to accept the best feasible sale price.

There being no further speakers, the public hearing was closed.

PUBLIC ADDRESS

Joel Herbein updated the Board on the North Main Street/US 460 Intersection project. Mr. Herbein stated that the Town of Blacksburg held a work session on the problems and solutions for this intersection. He asked the Board to adopt a formal resolution supporting the need for a permanent solution. Mr. Herbein reported he met with Senator John Edwards regarding the issues and Senator Edwards is going to meet with VDOT to determine a more permanent solution.

Michael Peterson, Vice-President of White Thorne Homeowners Association, expressed concerns with the lack of walk/bicycle pathways and lights from the development to the Town of Blacksburg. He stated that students are encouraged to walk and bike to town and to VT campus but it is not safe to do so. Mr. Peterson asked the Board for their support.

Goldie Terrell expressed her opposition to the Town of Blacksburg's current plan to eliminate left hand turn at the North Main Street/US 460 intersection. She expressed concern with motorists traveling farther up and making a U-turn at Coal Bank Hollow. Ms. Terrell believes there are other options to consider.

There being no further speakers, the public address session was closed.

CONSENT AGENDA

On a motion by Darrell O. Sheppard, seconded by Mary W. Biggs and carried unanimously, the Consent Agenda dated May 9, 2016 was approved. The vote was as follows:

AYE	NAY
April N. DeMotts	None
Darrell O. Sheppard	
M. Todd King	
Annette S. Perkins	
Gary D. Creed	
Mary W. Biggs	
Christopher A. Tuck	

Approval of Minutes

On a motion by Darrell O. Sheppard, seconded by Mary W. Biggs and carried unanimously, the minutes dated November 2, November 17 and November 30, 2015 were approved.

Schedule Public Hearings

R-FY-16-125
A RESOLUTION ESTABLISHING A PUBLIC HEARING ON THE PROPOSED ORDINANCES CHANGING THE RESPECTIVE POLLING PLACE LOCATIONS FOR B-3 PRECINCT FROM BELMONT CHRISTIAN CHURCH 2149 DOMINION DRIVE TO BELMONT CHRISTIAN CHURCH 1500 PEPPERS FERRY ROAD FOR THE D-5 PRECINCT FROM CHRISTIANSBURG LIBRARY 125 SHELTMAN STREET TO THE CHRISTIANSBURG MIDDLE SCHOOL 1205 BUFFALO DRIVE AND FOR THE E-2 PRECINCT FROM LONGSHOP-McCOY FIRE DEPARTMENT 5770 McCOY ROAD TO THE PRICES FORK ELEMENTARY SCHOOL 4021 PRICES FORK ROAD

On a motion by Darrell O. Sheppard, seconded by Mary W. Biggs and carried unanimously,

BE IT RESOLVED By the Board of Supervisors of the County of Montgomery, Virginia, that the Board of Supervisors hereby agrees to schedule a public hearing on Monday, June 13, 2016, at 7:15 p.m. or as soon thereafter, at the Montgomery County Government Center, 2nd floor Board Room, 755 Roanoke Street, Christiansburg, Virginia, in order to receive comments on the following three Ordinances changing the respective Precinct Polling locations for the B-3, D-5 and E-2 Precincts:

(1) AN ORDINANCE CHANGING THE ADDRESS FOR THE B-3 PRECINCT POLLING PLACE FROM BELMONT CHRISTIAN CHURCH LOCATED AT 2149 DOMINION DRIVE IN THE COUNTY OF MONTGOMERY, VIRGINIA TO THE NEW LOCATION FOR THE BELMONT CHRISTIAN CHURCH LOCATED AT 1500 PEPPERS FERRY ROAD, COUNTY OF MONTGOMERY, VIRGINIA

(2) AN ORDINANCE CHANGING THE D-5 PRECINCT POLLING PLACE FROM CHRISTIANSBURG LIBRARY LOCATED AT 125 SHELTMAN STREET IN THE TOWN OF CHRISTIANSBURG COUNTY OF MONTGOMERY, VIRGINIA TO THE CHRISTIANSBURG MIDDLE SCHOOL LOCATED AT 1205 BUFFALO DRIVE IN THE TOWN OF CHRISTIANSBURG COUNTY OF MONTGOMERY, VIRGINIA

(3) AN ORDINANCE CHANGING THE E-2 PRECINCT POLLING PLACE FROM THE LONGSHOP-McCOY FIRE DEPARTMENT LOCATED AT 5770 McCOY ROAD IN THE COUNTY OF MONTGOMERY, VIRGINIA TO THE PRICES FORK ELEMENTARY SCHOOL LOCATED AT 4021 PRICES FORK ROAD IN THE COUNTY OF MONTGOMERY, VIRGINIA

Appropriations and Transfers

A-FY-16-77
CLERK OF CIRCUIT COURT
APPROPRIATE FEES COLLECTED

On a motion by Darrell O. Sheppard, seconded by Mary W. Biggs and carried unanimously,

BE IT RESOLVED, By the Board of Supervisors of Montgomery County, Virginia that the General Fund was granted an appropriation in addition to the annual appropriation for the fiscal year ending June 30, 2016, for the function and in the amount as follows:

250	Clerk of Circuit Court	$34,617

The source of the funds for the foregoing appropriation is as follows:

Revenue Account	
022504-419108 Non-reverting Funds	$34,617

Said resolution appropriates non-reverting funds collected by the Clerk of the Circuit Court to cover information technology support.

A-FY-16-78
SHERIFF
RECOVERED COSTS

On a motion by Darrell O. Sheppard, seconded by Mary W. Biggs and carried unanimously,

BE IT RESOLVED, By the Board of Supervisors of Montgomery County, Virginia that the General Fund was granted an appropriation in addition to the annual appropriation for the fiscal year ending June 30, 2016, for the function and in the amount as follows:

310	Sheriff Comp Board	$ 2,963
321	Sheriff Grants	$ 100
	Total	$ 3,063

The sources of the funds for the foregoing appropriation are as follows:

Revenue Account			
419108	Recovered Costs		$2,963
419177	DARE Program		$ 100
		Total	$3,063

Said resolution appropriates recovered costs and DARE funds.

Appointments

R-FY-16-126
HOME CONSORTIUM BOARD
RE-APPOINT THE PLANNING DIRECTOR AND
APPOINT THE DEPUTY COUNTY ADMINISTRATOR
AS ALTERNATE

On a motion by Darrell O. Sheppard, seconded by Mary W. Biggs and carried unanimously,

BE IT RESOLVED, That the Board of Supervisors of Montgomery County, Virginia hereby re-appoints the **Montgomery County Planning Director, or designee,** to the **New River Valley HOME Consortium Board** and appoints the **Deputy County Administrator, or designee,** as her alternate, effective July 1, 2016 and expiring June 30, 2019.

BE IT FURTHER RESOLVED, That employees appointed to boards/commissions/ authorities as a representative for Montgomery County, such appointment is contingent upon their continued employment with the County and that any such termination or resignation from employment would also constitute a voluntary resignation from such board/commission/ authority.

R-FY-16-127
NEW RIVER VALLEY REGIONAL COMMISSION
RE-APPOINT ANNETTE S. PERKINS

On a motion by Darrell O. Sheppard, seconded by Mary W. Biggs and carried unanimously,

BE IT RESOLVED, The Board of Supervisors of Montgomery County, Virginia hereby re-appoints **Annette S. Perkins** to the **New River Valley Regional Commission** effective July 1, 2016 and expiring June 30, 2019.

BE IT FURTHER RESOLVED, The expiration of a Board of Supervisors term in office shall constitute a voluntary resignation from any board/commission/ authority appointment as a representative of Montgomery County.

R-FY-16-128
VIRGINIA'S FIRST REGIONAL INDUSTRIAL FACILITY AUTHORITY
RE-APPOINT MARY W. BIGGS
RE-APPOINT BRIAN HAMILTON, ALTERNATE

On a motion by Darrell O. Sheppard, seconded by Mary W. Biggs and carried unanimously,

BE IT RESOLVED, The Board of Supervisors of Montgomery County, Virginia hereby reappoints **Mary W. Biggs** to the **Board of Directors of Virginia's First Regional Industrial Facility Authority** for a term of four years effective July 1, 2016 and expiring June 30, 2020.

BE IT FURTHER RESOLVED, The expiration of a Board of Supervisors term in office shall constitute a voluntary resignation from any board/commission/authority appointment as a representative of Montgomery County.

BE IT FURTHER RESOLVED, The Board of Supervisors hereby reappoints **Brian Hamilton** to serve as alternate for **Mary W. Biggs** for a term of four years effective July 1, 2016 and expiring June 30, 2020.

BE IT FURTHER RESOLVED, That employees appointed to boards/ commissions/ authorities as a representative for Montgomery County, such appointment is contingent upon their continued employment with the County and that any such termination or resignation from employment would also constitute a voluntary resignation from such board/commission/authority.

R-FY-16-129
PARKS AND RECREATION COMMISSION
RE-APPOINT STEPHEN R. COLE

On a motion by Darrell O. Sheppard, seconded by Mary W. Biggs and carried unanimously,

BE IT RESOLVED, The Board of Supervisors of Montgomery County, Virginia hereby re-appoints **Stephen R. Cole**, who resides in District F, to the **Parks and Recreation Commission** effective May 10, 2016 and expiring May 9, 2019.

RECESS

The Board took a 10 minute recess at 8:20 p.m. and reconvened at 8:30 p.m.

INTO WORK SESSION

On a motion by Gary D. Creed, seconded by Mary W. Biggs and carried unanimously,

BE IT RESOLVED, The Board of Supervisors hereby enters into Work Session for the purpose of discussing the following:

1. Tax Exemption Request
   - Blacksburg High School Band Boosters
   - New Hope Residential Services

2. Safety improvements at the intersection of North Main Street and US 460 Bypass in the Town of Blacksburg

The vote on the foregoing motion was as follows:

AYE	NAY
Darrell O. Sheppard	None
M. Todd King	
Annette S. Perkins	
Gary D. Creed	
Mary W. Biggs	
April N. DeMotts	
Christopher A. Tuck	

Tax Exemption Requests - Blacksburg High School Band Boosters and New Hope Residential Services

The County Attorney reported the County has received two requests for personal property tax exemption as follows:

- The Blacksburg High School Band Boosters has requested tax exemption for a 2006 Homesteader Trailer that is used to transport Blacksburg High School marching band equipment and instruments to football games and competitions. Value of the trailer is assessed at $2,766 and taxed at $70.58.

- The New Hope Residential Services has requested tax exemption for a 2013 Chrysler Sports Van that provides support services for people with developmental disabilities. Value of the van is assessed at $17,225 and taxed at $439.24. They are requesting approval retroactive for the tax year 2014 and that they receive a refund for the taxes paid in 2014 and that in the future they will be exempt upon completing their application.

The County Attorney reported that based on information provided, both the Blacksburg High School Band Boosters and New Hope Residential Services are eligible for consideration for personal property tax exemption. If the Board of Supervisors decides to grant the exemption the tax exemption will start January 1, 2017. The designation is done by approval of an Ordinance following a public hearing. The Board of Supervisors cannot grant tax exemptions retroactive to any prior year.

The County Attorney asked if the Board would like to move forwarded with further analysis and add to a future agenda a resolution to schedule a public hearing on both requests.

By consensus, the Board agreed to move forward with both requests.

Safety improvements at the intersection of North Main Street and US 460 Bypass in the Town of Blacksburg

The County Administrator explained that this item was added to the agenda at the request of the Board of Supervisors who has received numerous inquiries from citizens seeking the Board's support to work with the Town of Blacksburg in an effort to improve the safety on US 460 Bypass in the Town of Blacksburg. The Town of Blacksburg has applied for and received funding to provide some level of safety improvements by eliminating the left turn at the intersection.

The Board discussed the issues and agreed to support the Town's efforts in obtaining funding for a grade separated interchange at this intersection. They believe that the current project as proposed will create more safety issues along the US 460 Bypass, especially at the Coal Bank Hollow intersection. The U.S. 460/North Main Street intersection is ranked number 9 out of 100 of the most dangerous intersections in the District, and the U.S. 460/Coal Bank Hollow intersection is ranked number 6 out of 100 of the most dangerous intersections in the District.

Staff was directed to contact Senator Edwards and the Town of Blacksburg for their comments on what needs to be put in the resolution of support. Supervisor Biggs suggested that the County contact Virginia Tech to see if they would also support this project. Chair Tuck reported there is a Greater Montgomery County Liaison meeting on Wednesday, May 11th and he will add this to the agenda.

OUT OF WORK SESSION

On a motion by Mary W. Biggs, seconded by Annette S. Perkins and carried unanimously,

BE IT RESOLVED, The Board of Supervisors ends their Work Session to return to Regular Session.

The vote on the foregoing motion was as follows:

AYE	NAY
M. Todd King	None
Annette S. Perkins	
Gary D. Creed	
Mary W. Biggs	
April N. DeMotts	
Darrell O. Sheppard	
Christopher A. Tuck	

OLD BUSINESS

R-FY-16-130
A RESOLUTION APPROVING THE REAL ESTATE PURCHASE AND OPTION AGREEMENT BY AND BETWEEN THE COUNTY OF MONTGOMERY AND FIDDLER'S GREEN PARTNERS, LLC FOR THE SALE OF THE BACK PORTION OF THE OLD BLACKSBURG MIDDLE SCHOOL PROPERTY ("OBMS") AND THE GRANTING OF AN OPTION TO PURCHASE THE FRONT PORTION OF THE OBMS PROPERTY

On a motion by M. Todd King, seconded by Mary W. Biggs and carried unanimously,

WHEREAS, The Board of Supervisors of the County of Montgomery, Virginia and Fiddler's Green Partners, LLC, are in agreement on the terms and conditions of the sale of the Old Blacksburg Middle School Property (OBMS) pursuant to a Real Estate and Option Agreement by and between the County of Montgomery and Fiddler's Green Partners, LLC, ("the Agreement"); and

WHEREAS, On April 25, 2016, the Board of Supervisors approved a Resolution expressing the Board's intent to approve the Agreement with Fiddler's Green Partners, LLC, and scheduled a public hearing on May 9, 2016 to hear citizen comments on the County's proposed conveyance; and

WHEREAS, The Board of Supervisors held a public hearing on May 9, 2016, on the County's intent to approve the Agreement with Fiddler's Green, LLC, and the Board desires to approve entering into the Agreement.

NOW, THEREFORE, BE IT RESOLVED, By the Board of Supervisors of the County of Montgomery, Virginia that the Board of Supervisors hereby approves the Real Estate Purchase and Option Agreement between the County of Montgomery and Fiddler's Green Partners, LLC, dated April 18, 2016, for the sale by the County of the back portion of the OBMS property, Tax Map Parcel Number 25-A 94 and the granting of an Option to Purchase the front portion of the OBMS property; and

BE IT FURTHER RESOLVED, By the Board of Supervisors of the County of Montgomery, Virginia that the Board of Supervisors hereby authorizes the Chair, Christopher A. Tuck, to execute the Real Estate Purchase and Option Agreement and the Deeds conveying the Property on behalf of the County of Montgomery, Virginia and execute any other documents required to close the conveyance of the front and back portions of OBMS.

The vote on the foregoing resolution was as follows:

AYE	NAY	ABSTAIN
Annette S. Perkins	None	April N. DeMotts
Gary D. Creed		
Mary W. Biggs		
Darrell O. Sheppard		
M. Todd King		
Christopher A. Tuck		

Supervisor DeMotts abstained from voting on the resolution regarding the former Blacksburg Middle School Property.

Pursuant to the Virginia Conflict of Interest Act, I, April DeMotts, a member of the Board of Supervisors of the County of Montgomery, Virginia, make the following disclosure:

1. The Board of Supervisors is currently considering proposals that were received in response to the Request for Proposals the Board issued seeking an interested Purchaser of the Old Blacksburg Middle School property. The names of the bidders who submitted proposals in response to the Board RFP have not been released to the public because the Board is still in the process of considering the proposals and has not selected an offeror.

2. I am currently in a long term relationship with a man (I am not married so I will refer to him as "my significant other") whom I reside with along with our children, and I share with him in the day to day household finances.

3. My significant other owns a small business in Montgomery County and has a personal interest in the Old Blacksburg Middle School Property RFP transaction being considered by the Board due to having an on-going business relationship with one of the business entities that has submitted a proposal to purchase the Old Blacksburg Middle School. My Significant other may realize a reasonable foreseeable direct or indirect economic benefit should the business he has an on-going business relationship with acquires the property from the Board of Supervisors and develops the property.

4. I wanted to be clear in my disclosure that my significant other does not meet the definition of immediate family as that term is currently defined under the Virginia Conflict of Interest Act. However, with the exception of having a marriage license, our relationship is very

much like a married couple in that we share a home together, share in the finances and in the raising of our children.

5. Because my significant other has a business relationship with one of the entities bidding on the Old Blacksburg Middle School Property and in order to avoid any appearance of impropriety on my behalf, I will be abstaining from voting on the selection of bidders seeking to purchase the Old Blacksburg Middle School Property at this time and will not be participating in the Old Blacksburg Middle School Property RFP process currently before the Board.

Chair Tuck made the following statement:

I particularly want to recognize several individuals for their hard work and countless hours ensuring this property will go back on the tax rolls. Among those who have been so dedicated are:

- Immediate Past Board Chairs Bill Brown and Jim Politis,
- County Administrator Craig Meadows, and
- County Attorney Marty McMahon.

We are very pleased to be moving forward with the sale of this property. The agreement approved tonight will result in the almost immediate infusion of $1.75 million, and the potential for an additional $2.5 million in a year to 18 months.

This sale will help the County to continue its investment in modernizing, upgrading our school facilities to address the growing needs of the County as Virginia Tech adds an additional 5,000 students and another 350 faculty and staff members over the next 6 to 8 years.

This sale will also spur significant investment in our community in many other areas:

- future tax revenues,
- capital investment through construction and infrastructure upgrades,
- and expansion of employment opportunities.

It is also important to note there is no obligation for local government to provide financial incentives, such as tax breaks.

The purchase agreement also puts the responsibility for development where it can best be addressed – in the hands of the property owner/developer and the town, which together can best articulate their vision for this 20 acres.

This school property has served us well for 50 years, both as a high school and middle school.

Once again, this land will serve as a critical key to the next half-century and beyond.

It will play a vital, dynamic role in our community and the education and future of our most precious resource: our children.

R-FY-16-131
RESOLUTION ACCEPTING THE CONVEYANCE OF THE ASSOCIATED SCHOOL PROPERTY TO THE SHAWSVILLE MIDDLE SCHOOL DEEMED SURPLUS BY THE SCHOOL BOARD

On a motion by April N. DeMotts, seconded by Darrell O. Sheppard and carried unanimously,

WHEREAS, The County School Board of Montgomery County (the "School Board") adopted a Resolution on August 5, 2015, declaring the associated property to Shawsville Middle School consisting of the football stadium/press box, track, tennis court, concession stand, athletic storage, ticket booth, scoreboard, bleachers and lights ("the School Property") surplus to its needs and authorized the conveyance of the School Property to the Board of Supervisors at no cost to the County; and

WHEREAS, The School Property consists of Tax Map Parcel 083(C2) 3 2; Tax Map Parcel 083 (C2) A 25A and Tax Map Parcel 083 (C2) A 25C, consisting of approximately 8.661 acres; and

WHEREAS, The Board of Supervisors desires to accept the conveyance of the School Property.

NOW, THEREFORE, BE IT RESOLVED, By the Board of Supervisors of the County of Montgomery, Virginia, that the Board of Supervisors hereby authorizes Christopher A. Tuck, Chair, to accept from the School Board on behalf of the Board of Supervisors the conveyance of the School Property consisting of Tax Map Parcel 083(C2) 3 2; Tax Map Parcel 083 (C2) A 25A and Tax Map Parcel 083 (C2) A 25C, approximately 8.661 acres at no cost to County; and

BE IT FURTHER RESOLVED, By the Board of Supervisors of the County of Montgomery, Virginia, that the Board of Supervisors hereby authorizes the Chair to execute the Deed accepting the School Property on behalf of the Board of Supervisors and to sign any and all other documents required to close on the School Property.

The vote on the foregoing resolution was as follows:

AYE	NAY
Mary W. Biggs	None
April N. DeMotts	
Darrell O. Sheppard	
M. Todd King	
Annette S. Perkins	
Gary D. Creed	
Christopher A. Tuck	

R-FY-16-132
RESOLUTION APPROVING FACILITY USE AGREEMENT WITH MOUNTAIN VALLEY CHARITABLE FOUNDATION FOR USE OF SHAWSVILLE MIDDLE SCHOOL ATHLETIC COMPLEX FACILITIES

On a motion by Darrell O. Sheppard, seconded by Gary D. Creed and carried unanimously,

WHEREAS, The County School Board declared the athletic facilities associated with the Shawsville Middle School consisting of the football stadium/press box, track, tennis court, concession stand, athletic storage, ticket both, scoreboard, bleachers, and lights ("former School Property") surplus to its needs and is in the process of conveying the land to the County at no cost to the County; and

WHEREAS, The former School Property consists of 8.661 acres, Tax Map Parcel 083 (C2) 3 2; Tax Map Parcel 083 (C2) A 25A and Tax Map Parcel 083 (C2) A 25C; and

WHEREAS, The County owns Tax Map Parcel 083 (C2) A 26 consisting of 3.228 acres that currently has a baseball field on the property; and

WHEREAS, The former School Property consisting of Tax Map Parcel 083(C2) 3 2, Tax Map Parcel 083 (C2) A 25A and Tax Map Parcel 083(C2) A 25C along with Tax Map Parcel 083 (C2) A 26 are shown more particularly on the attached Plat entitled "Boundary Plat of Tax Map 083(C2)3 2 and Tax Maps 083(C2)A 25 A & 25C owned by Montgomery County School Board and Tax Maps 083(C2)A 26 owned by Montgomery County Board of Supervisors Located in Shawsville, Virginia" together the property shall be referred to as the "Shawsville Middle School Athletic Complex Facilities"; and

WHEREAS, The Mountain Valley Charitable Foundation desires to enter into an Agreement with the County in order to take over control of the use, scheduling and maintenance of Shawsville Middle School Athletic Complex Facilities for use by the Community; and

WHEREAS, The County desires to enter into an agreement with Mountain Valley Charitable Foundation granting the Foundation the right to use, control, improve and maintain the Shawsville Middle School Athletic Complex Facilities for use by the Community.

NOW THEREFORE, BE IT RESOLVED, By the Board of Supervisors of the County of Montgomery, Virginia that the Board of Supervisors hereby approves the attached Facility Use Agreement with Mountain Valley Charitable Foundation granting the Foundation the right to use, control, improve and maintain the Shawsville Middle School Athletic Complex Facilities for use by the Community subject to the terms and conditions of the Facility Use Agreement.

BE IT FURTHER RESOLVED, By the Board of Supervisors that the Board hereby authorizes Christopher A. Tuck, Chair, to execute the Facilities Use Agreement on behalf of the County of Montgomery, Virginia.

The vote on the foregoing resolution was as follows:

AYE	NAY
April N. DeMotts	None
Darrell O. Sheppard	
M. Todd King	
Annette S. Perkins	
Mary W. Biggs	
Gary D. Creed	
Christopher A. Tuck	

FACILITY USE AGREEMENT

THIS FACILITY USE AGREEMENT (herein after called "Agreement") is made and entered into on this 15th day of June 2016, by and between the **COUNTY OF MONTGOMERY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (hereinafter called "County"), and **MOUNTAIN VALLEY CHARITABLE FOUNDATION**, a 501(c)(3) non-profit organization located in Shawsville, Virginia (hereinafter called "the Foundation");

WHEREAS, the County owns Tax Map Parcel 083-C 2 A 26, Tax Map Parcel 083-C2 3 2, Tax Map 083-C2 A 25A, and Tax Map 083-C2 A 25C, as shown more particularly on the attached Boundary Plat labeled Exhibit A entitled "Boundary Plat of Tax Map 083(C2)3 2 and Tax Maps 083(C2)A 25A & 25C Owned By Montgomery County School Board and Tax Maps 083(C2)A 26 Owned by Montgomery County Board of Supervisors Located in Shawsville, Virginia" dated 18 MAR 2016, together the property is commonly referred to as the "Shawsville Middle School Athletic Complex" located in the Shawsville community of Montgomery County, Virginia; and

WHEREAS, the improvements located at the Shawsville Middle School Athletic Complex include a baseball field along with dugouts, scoreboard, foul ball netting and poles and fencing, a track, athletic field in the interior of track, 4 poles with stadium lights, 2 sets of bleachers, 1 concession stand, Press box w/PA system, lighting system, fencing, 2 goal posts, scoreboard, ticket booth, tennis courts, 6 tennis court lights, multipurpose field, elongated storage building, sidewalks and parking lot, and a sliver of land with no improvements, all shown more particularly on the attached aerial imagery labeled Exhibit B entitled "Shawsville Middle School Athletic Complex" (hereinafter referred to as "Facilities"); and

WHEREAS, the Foundation desires to enter into this Agreement in order to take over control of the use, the scheduling, and the maintenance of the Facilities for the community; and

WHEREAS, the County desires to grant the Foundation the right to use, control, improve and maintain the Facilities for use by the community;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein the County and Foundation agree as follows:

Section 1. **Grant of Use**

The County hereby agrees to grant to the Foundation at an annual user fee of One Dollar ($1.00) per year control of the use of the Facilities commonly referred to as the Shawsville Middle School Athletic Complex subject to the terms and conditions of this Agreement. The Foundation shall have exclusive control of the Facilities and shall be responsible for the scheduling and coordinating of the use of the Facilities by the Community and by any third parties through the term of this Agreement. Third party uses may include commercial uses such as festivals, musical and other shows, ect. Any such activities shall have all licenses or permits as may be required by County and State law and regulations. The Foundation agrees to make the track, the athletic field in the interior of the track and the baseball field available for use by (1) County residents for their individual recreational use, (2) by Montgomery County Public School teams and (3) by Montgomery County Parks and Recreation teams at no cost. The Montgomery County Public School and Montgomery County Parks and Recreation teams may have priority but not exclusive use of the fields. Both entities shall reserve the use of the fields as do all other third party users through the Foundation. The Foundation may permit third parties to use the Facilities and charge an appropriate fee to assist the Foundation in the cost of maintaining the Facilities. The Foundation agrees to keep an accounting of all fees that have been charged and collected for using the facilities and to make this information available to the County upon request.

Notwithstanding any other provision contained in this Agreement, the County hereby reserves the right to remove the area of land identified as the "Potential Future Shawsville Rescue Squad site " located adjacent to Old Town Road in the northwest corner of the property shown more particularly on Exhibit A from land and facilities subject to this Grant of Use if the County determines that the land is immediately needed in order to begin the process of constructing the new Shawsville Rescue Squad on the property. The County agrees to provide the Foundation with sixty (60) days written notice before removing the area from the Grant of Use provisions under Section 1.

The Foundation agrees that during regular school hours the students at Shawsville Middle School shall have priority but not exclusive use of the new multi-purpose field, tennis courts, and the track and the athletic field in the interior of the track for Physical Education. The Foundation agrees that for safety and security purposes, the Foundation shall not schedule or authorize uses of any kind that conflicts with regularly scheduled uses by the Middle School on the multi-purpose field, track, tennis courts or the athletic field in the interior of the track during the school year when school is in session, Monday through Friday 7:00 a.m. to 4:00 p.m. when the Montgomery County School Administration and or the Principal at Shawsville Middle School has properly scheduled use of the particular fields

during those hours. Exceptions to this scheduling would include fire drills, evacuations and other emergencies.

Section 2. **Maintenance**

The Foundation shall be responsible for any and all required maintenance in order to keep the Facilities in good order and repair and in a neat, clean, sanitary and safe condition including all mowing and weed eating. The County agrees to provide Four Thousand Dollars ($4,000) annually to the Foundation payable on January 1 of each year of the Agreement to offset maintenance costs. The Foundation shall be responsible for all the trash pick-up at the Facility. The Foundation shall be responsible for making all the necessary repairs and the day-to-day maintenance in a timely matter and all such repairs and maintenance shall be at least equal in quality to the condition of the Facilities at the beginning of this Agreement, wear and tear excepted. The Foundation agrees to regularly inspect the four wooden light poles with stadium lights surrounding the track and the athletic field, the wooden poles holding up the foul ball net at the baseball field and perform the required maintenance or improvements necessary to keep these wooden pole structures, netting and lighting in a safe condition.

If following notice and the expiration of any applicable cure period, the Foundation fails to perform its obligation to maintain the Facilities and /or perform any improvements in good order and repair and/or keep the Facilities in a neat, clean, sanitary and safe condition, the County shall have the right, but not the obligation to perform such work upon delivery of a written notice to the Foundation and the Foundation shall reimburse the County for all reasonable expenditures the County incurs in connection with such work. As a remedy to the Foundation's failure to perform its maintenance obligations of keeping the Facilities mowed and in a clean, sanitary and safe condition under this Section, the County shall have the right to suspend annual payment provided the Foundation to offset maintenance costs and/or close the Facilities if the conditions or improvements pose a danger to the health, safety or well-being of the community.

Section 3. **Utilities**

The Foundation agrees to put in their name and assume responsibility for the two electric accounts currently in the Montgomery County School Board's name with APCO associated with the Facilities. Meter #445762642 is for power at the concession stand and for athletic field lights. There is also an unmetered account for the three outdoor lights that illuminate the parking lot between the tennis courts and Old Town Road. The Foundation agrees to put in their name and assume responsibility for the two utility accounts currently in the Montgomery County School Board's name with the Montgomery County Public Service Authority. One account provides water and sewer service to the concession stand and the second account is for irrigation water only, with the account supplying a standard pipe for a water cannon connection below the baseball field. The Foundation agrees to transfer the electric and water and sewer accounts into the Foundations name within 30 days of this

Agreement being executed.

Section 4. **Improvements and Personal Property**

The Foundation shall make no improvements or alterations not otherwise regarded as maintenance to the Facilities without first obtaining written approval from the County. During the term of this Agreement, any improvements constructed at or on the Facilities as permitted or required under this Agreement shall be and remain the property of the County without compensation to the Foundation. The granting of permission to use the Facilities under this Agreement shall not constitute a lease or a grant of any property right by the County to the Foundation.

All personal property, furnishings, fixtures and equipment installed by the Foundation at or on the Facilities which are not attached to the Facilities so as to cause substantial damage upon removal and are not necessary for the normal continued operation of the Facility shall be the personal property of the Foundation. The Foundation shall have the right to remove the personal property provided the Foundation shall repair any damage caused by the removal of such personal property upon termination of this Facility Use Agreement. The personal property shall be removed with due diligence and without expense to the County. Any personal property which remains at or on the Facilities for thirty (30) days after this Facility Use Agreement is terminated may, at the option of the County, be deemed to have been abandoned and may either be retained by the County or disposed of. Personal property shall not include any fixture or portion or part of any building components necessary for the operation of the Facilities.

Section 5. **Term**

The initial term of this Facility Use Agreement shall be five (5) years commencing on June 15, 2016, and expiring June 14, 2021. Thereafter, the parties may renew the term for additional periods of time upon mutual written consent of the parties.

Section 6. **Insurance**

Without limiting the Foundation's indemnification obligations as set forth in this Agreement, the Foundation shall maintain at its own expense and maintain in force at all times during any Term of this Agreement a comprehensive general liability coverage policy in an amount not less than $1,000,000 per occurrence, which shall name the County as an additional insured. The Foundation shall provide a certificate of insurance to the County at the time the Agreement is executed and the certificate shall provide for a thirty (30) day prior notice of cancellation, non-renewal or other material change. The Foundation shall require third party users to carry the same or additional amounts of insurance and have the County named as an additional insured along with the Foundation.

Section 7. **Indemnification**

To the fullest extent permitted by applicable law, the Foundation agrees to indemnify, defend and hold harmless the County, its agents, employees, representatives, officers, board members, directors, insurers, attorneys, and managers (collectively the "Indemnified Parties"), from and against all claims, demands, injuries, losses, liens, cause of actions, suits, judgments, penalties, liabilities, debts, costs and expenses, including court costs and attorneys' fees of any nature, kind or description, whether arising out of contract, tort, strict liability, misrepresentation, violation of applicable law and/or any cause whatsoever, including, without limitation, claims for injuries to or death of any person or damages to or loss of any property, of any person or entity directly or indirectly arising out of, caused by, in connection with or resulting from the Foundation's utilization of the Facilities under this Agreement. The Foundation agrees to be responsible for the conduct and control of patrons, participants and guests using the Facilities and for any damages or injuries incurred by them or caused by them arising from the Participant's utilization of the Facilities under this Agreement.

Section 8. **Fuel Storage/Hazardous Materials**

The storage of petroleum or other hazardous materials is prohibited at or in the Facilities.

Section 9. **Termination**

The County shall have the unilateral right prior to the end of each term to terminate this Agreement upon One Hundred Eighty (180) days written notice notifying the Foundation the County does not desire to renew the term for an additional period of time. The County may also terminate this Agreement if the Foundation fails to comply with the terms and conditions of this Agreement or if the Foundation fails to remedy any default in performance within thirty (30) days of written notice.

The Foundation may terminate this Agreement during the initial five year term upon One Hundred Eighty (180) days written notice notifying the County that the Foundation intends to terminate this Agreement.

Section 10. **Notice**

All notices shall be sent to both parties as follows:

County of Montgomery, Virginia
ATTN: County Administrator 755
Roanoke Street, Ste. 2E
Christiansburg, VA 24073

Mountain Valley Charitable Foundation
ATTN: Ellen Ryan, President
P.O. Box 532
Shawsville, VA 24162
Contact Person: Charlotte Hawes, Executive Director Phone

Section 11. **Miscellaneous**

The Parties may mutually agree to written modifications of the terms of this Agreement. The Foundation may not assign any interest in this Agreement to any person or entity nor delegate any duties under this Agreement without prior written approval of the County. If any section or clause of this Agreement is held invalid by a court of competent jurisdiction, or is otherwise invalid under the law, the remainder of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the effective date.

COUNTY OF MONTGOMERY, VIRGINIA
By: Christopher A. Tuck, Chair

MOUNTAIN VALLEY CHARITABLE FOUNDATION
By: Ellen S. Ryan, President

NEW BUSINESS

R-FY-16-133
APPROVE VDOT REVENUE SHARING PROGRAMMATIC PROJECT ADMINISTRATION AGREEMENT EXTENSION ADDENDUM

On a motion by Mary W. Biggs, seconded by April N. DeMotts and carried unanimously,

WHEREAS, Montgomery County entered into an Programmatic Project Administration Agreement with the Commonwealth of Virginia, Department of Transportation (VDOT) on July 30, 2013 in order to submit applications for Revenue Sharing and administer projects approved for Revenue Sharing funding; and

WHEREAS, Said agreement has an initial term of three fiscal years, and is set to expire on June 30, 2016; and

WHEREAS, Said agreement can be extended for one additional term of three fiscal years by executing an "Extension Addendum" as identified in Paragraph 1; and

WHEREAS, Montgomery County currently has multiple projects being locally administered based on the initial agreement and would like to continue utilizing the Revenue Sharing program; and

WHEREAS, The Board of Supervisors desires to extend the Programmatic Project Administration Agreement with VDOT for an additional three fiscal years.

NOW, THEREFORE, BE IT RESOLVED, By the Board of Supervisors of the County of Montgomery, Virginia, that the Board of Supervisors hereby approves the Addendum extending the County's Programmatic Project Administration Agreement with VDOT for an additional three fiscal years; and

BE IT FURTHER RESOLVED, By the Board of Supervisors of the County of Montgomery, Virginia, that the Board hereby commits to fund its local share of preliminary engineering, right-of-way and construction (as applicable) of the project(s) under agreement with the Virginia Department of Transportation in accordance with the project financial document(s); and

BE IT FURTHER RESOLVED, By the Board of Supervisor that the Board hereby authorizes the County Administrator to execute all agreements and/or addendums for any approved projects with the Virginia Department of Transportation.

The vote on the foregoing resolution was as follows:

AYE	NAY
Darrell O. Sheppard	None
M. Todd King	
Annette S. Perkins	
Gary D. Creed	
Mary W. Biggs	
April N. DeMotts	
Christopher A. Tuck	

COUNTY ADMINISTRATOR'S REPORT

The County Administrator reported he attended the Montgomery County Chamber of Commerce's Egg & Issues Forum where the topic of discussion was broadband and the need of additional capacity in the New River Valley.

The County Administrator reminded the Board that the annual New River Valley Regional Commission annual dinner is scheduled for Wednesday, May 11, 2016 at the Draper Mercantile in Pulaski County. Former Board Member, William "Bill" Brown, will be receiving the Champion of the Valley award. This award is given to an elected official who has greatly assisted communities and citizens during their service to the public.

BOARD MEMBERS REPORTS

Supervisor Perkins reported she will be attending the Virginia Tech/Montgomery Regional Airport Authority meeting. The Southgate Interchange project is underway. This project is part of the overall runway expansion to provide a longer runway for larger corporate jets to land at the airport.

Supervisor Perkins also commented that the New River Valley Regional Commission has spent a lot of work on getting additional broadband in the region.

Supervisor Creed hopes Fiddler Green gets the support they need in order to get their plans for the development of the former Blacksburg Middle School property submitted and approved by the Town of Blacksburg.

Supervisor Biggs commented that the Chamber's Eggs and Issues meeting was very informative regarding the need for additional broadband in the region. They discussed how to get broadband to businesses and to the residents. The Chamber will be getting a survey out on what broadband services are needed.

Supervisor Biggs reported that she, along with Supervisor Perkins and Supervisor King, attended a roundtable meeting on May 6, 2016 with Virginia Secretary of Public Safety and Homeland Security Brian Moran held at the Government Center. Secretary Moran announced $10 million in new grant funding for domestic violence and sexual assault programs. The new money will be distributed through competitive grants awarded to agencies and groups across the state to better serve populations affected by family and intimate violence.

Supervisor Biggs stated Friday's meeting was one of a handful of McAuliffe's "Cabinet on the Road" meetings held across the state. The idea is to get out of Richmond and talk to service providers and citizens about their needs and concerns.

Supervisor DeMotts thanked Joel Herbein for coordinating information on the North Main Street/US 460 intersection and meeting with Senator John Edwards.

Supervisor DeMotts reported she has been reappointed by the Town of Blacksburg to serve on the Town of Blacksburg's Housing Board.

Supervisor King expressed his appreciation to the law enforcement for serving the citizens of Montgomery County. He also thanked them for holding the Drug Take Back Day event through-out the year. This event takes back old/expired prescriptions for disposal.

Supervisor King also would like to remind citizens that mowing season has started and to make sure mowers are cooled down before covering them or putting them away. The heat from the mower can cause fires.

ADJOURNMENT

The Chair declared the meeting adjourned to Monday, May 23, 2016 at 6:00 p.m. The meeting adjourned at 8:25 p.m.

APPROVED_____ATTEST:_____

Christopher A. Tuck	F. Craig Meadows
Chair	County Administrator