

**MINUTES OF
A SPECIAL MEETING
OF THE
RAPPAHANNOCK COUNTY
LIBRARY BOARD OF TRUSTEES**

6 MARCH 2026

A special meeting of the Rappahannock Library Board of Trustees (Board) was called to order at 3:05 p.m. ET on 6 March 2026. Members of the Board present at the meeting were: John Beardsley, Liz Conley, Victoria Fortuna, Maureen Harris, Bonnie Jewell and Kit Johnston. Jen Cable and Patti Peterson attended via Zoom. Michael Chamowitz was absent. Also present at the invitation of the Board was Amanda Weakley, Library Director. Victoria acted as Secretary to the meeting.

1. A quorum being present, the Board unanimously adopted the Agenda.
2. Victoria presented the Board with a document entitled Motion to Conduct a Closed Meeting. The Board entered into Closed Session.
3. As reflected in the attached Motion, the Board exited the Closed Session.
4. The Board voted unanimously to adopt the LOI from Black Kettle (attached hereto).
5. The Board discussed Communications and asked the Communications Committee to put together a plan.
6. The Board voted unanimously to adjourn the meeting at 5:50 p.m.

Submitted by:



Victoria Fortuna, President, Library Board of Trustees
on this 26 day of March, 2026

MOTION TO CONDUCT A CLOSED MEETING

I move that the Rappahannock County Library Board of Trustees conduct a closed meeting in accordance with §2.2-3711 A of the Code of Virginia for the purpose of:

2.2-3711.A(29) – Discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body.

The subject matter of the closed meeting will be:

- 1 . Discussion of terms of a potential lease for library space.

RECORD OF VOTE AS TO THE AFORESAID MOTION

	MOTION BY	SECOND	ABSENT/ ABSTAIN	AYE	NAY
John Beardsley		✓		✓	
Jen Cable				✓	
Michael Chamowitz			✓		
Liz Conley				✓	
Victoria Fortuna	✓			✓	
Maureen Harris				✓	
Bonnie Jewell				✓	
Kit Johnston				✓	
Patti Peterson				✓	

CERTIFICATE

Do each of you certify that to the best of your knowledge only public business matters lawfully exempted from the open meeting requirements of the Virginia Freedom of Information Act, and only such public business matters as were identified in the motion by which the closed meeting

was convened, were heard, discussed, or considered by the Library Board of Trustees in the closed meeting?

	AYE	NAY	Absent/Abstain
John Beardsley	✓		
Jen Cable	✓		
Michael Chamowitz			✓
Liz Conley	✓		
Victoria Fortuna	✓		
Maureen Harris	✓		
Bonnie Jewell	✓		
Kit Johnston	✓		
Patti Peterson	✓		

The aforesaid Motion and Certificate were adopted in open session at a public meeting of the Rappahannock County Library Board of Trustees on March 6, 2026, by roll-call vote as shown above. The Certificate was adopted immediately after the closed meeting at a reconvened open meeting.



Victoria Fortuna

President, Rappahannock County Public Library Board of Trustees

February 20, 2026

Victoria Fortuna & John Beardsley
Rappahannock County Public Library
4 Library Road
Washington, VA 22747

RE: Rappahannock County Public Library @ Rush River Commons Phase 2

Dear Victoria & John,

Below summarizes the general terms and conditions upon which Black Kettle, LLC & the Rappahannock County Public Library would like to enter into an agreement to lease commercial real estate in Phase 2 of Rush River Commons in Washington, Virginia. The parties acknowledge that the Library is a county civic organization dependent on tax payer revenues and donations from private individuals or non-profit organizations such as the Friends of the Library for its annual operating funds.

Please review the following terms and conditions of this letter, and if acceptable, please acknowledge by signing on the signature space provided on the last page.

LOCATION: Phase 2 of Rush River Commons, Washington, VA

LANDLORD: BLACK KETTLE, LLC

TENANT: Rappahannock County Public Library

PREMISES: Approximately 9,000 square feet of commercial space on one level;

USE: Public Library; to be further defined in the Lease

PARKING: Per Code; with designated spaces for Library use to be further defined in the Lease

INITIAL LEASE TERM: An initial term of ten (10) years

RENEWAL OPTIONS: Seven (7) ten (10) year options, all of which shall automatically renew unless Tenant notifies Landlord one hundred and eighty (180) days prior to the

expiration of the Lease Agreement that will end and provided Tenant is not then in default under any provisions of the Lease.

LEASE COMMENCEMENT: Once Premises has been delivered to Tenant by Landlord in move in ready condition and the receipt of a Use & Occupancy permit is issued by the jurisdiction.

RENT COMMENCEMENT: The earlier of four months after the Lease Commencement or the Tenant taking Possession of the Premise and operating/opening for business to the general public.

ADVANCE RENT: Parties agree to discuss Advance Rent payment during lease negotiation and the possibility of discounting future rent in exchange for advance rent. No security deposit shall be required.

BASE RENT: Tenant shall pay \$.3500/month or \$42,000/annually. It is anticipated that Tenant's leased space shall be no less than 9,000 square feet; to be further discussed by the parties as part of the design and lease discussions. Tenant shall be responsible for paying its Common Area Maintenance (CAM) charge in addition to Tenant's utilities/insurance. CAM expenses to be finalized during Lease negotiation, but shall not exceed \$500 per month, subject to the rate of Lease Escalations after the first full 12 months of rent payment. Other than CAM expenses and insurance as described below to be paid by Tenant, Tenant shall not be required to reimburse Landlord for Landlord's expenses. Further, Tenant's share of CAM expenses shall be limited to the percentage of the Tenant's leased square footage covered by the CAM. Tenant shall not be responsible for picking up any share of the CAM for unoccupied space(s).

LEASE ESCALATIONS: Escalations of Base Rent and CAM shall occur no more than every twelve (12) months and be the lesser of (a) 3.0 % or (b) the annualized percentage increase in the Bureau of Labor Statistics-published CPI-U in the twelve (12) months immediately preceding the effective date of the proposed escalation. This rate of Lease Escalation shall extend through any and all lease Renewal Options.

MAINTENANCE: Tenant shall be responsible for all property maintenance associated with Tenant's interior space and fixtures installed by the Library through the Lease Term and any Renewal Options, if any. Landlord shall be responsible for property maintenance associated with roof, walls, exterior facade, windows, structural components of the building, water and sewer hook-ups, all base building systems including HVAC and landscaping and maintenance thereof, trash removal, snow removal and parking area maintenance. Tenant shall be responsible for annual preventive maintenance of HVAC, and plumbing damage caused by the Library or its patrons, but not for repairs and replacements so long as Tenant operates and maintains the building on a specified maintenance schedule, to be further defined in the lease.

SITE PLAN APPROVALS/SPECIAL USE PERMIT: Landlord shall be responsible for all site plan approvals, zoning & permits at Landlord's sole cost and expense. Tenant

agrees to cooperate with Landlord in obtaining and required approvals, zoning or permits.

OFF SITE APPROVALS/TRAFFIC IMPACTS: Landlord shall be responsible for all off site permitting and approvals associated with the development.

BUILDING PLANS/FEES/IMPACTS: Landlord shall be responsible for all plans, fees and impacts associated with Tenant's building.

BUILDING PERMITS: Landlord shall be responsible for approval of and payment for all building permits.

INSURANCE: Tenant shall reimburse Landlord for the property and liability insurance for the pro rata portion of the full replacement cost of the building Tenant occupies, not including Tenant's personal property. Tenant shall separately insure its personal property and FF&E.

LIBRARY DESIGN: Landlord and Tenant shall together, with Landlord and Tenant's respective architects and Design Builder, in good faith and in cooperation with one another, design and finalize a plan for the library. Prior to Lease execution but before design drawings commence, the respective parties shall work to finalize three (3) drawings that shall be conditions precedent within the lease: 1.) The revised site plan incorporating the one-story library building and associated site improvements 2.) The library's interior floor plan 3.) An exterior rendering of the library building. Following a fully executed Letter of Intent, the parties shall have 90 days to finalize a lease and the three (3) drawings specified above.

TENANT IMPROVEMENT ALLOWANCE: Landlord to deliver premise ready for Tenant to install any furniture and shelving. Landlord to provide Tenant with a \$1,000,000 Tenant improvement allowance no later than six (6) months prior to substantial completion of Tenant's building and in accordance with the contractor construction schedule provided to both parties.

SIGNAGE: Premises to include appropriate signage for Library use (subject to Town approvals).

ASSIGNMENT & SUBLETTING: Tenant shall not have the right to assign or sublet to affiliates or any other successor entity whether by merger or consolidation without Landlord consent, which consent shall not be unreasonably withheld, delayed or withdrawn. Notwithstanding the foregoing, Tenant shall have the right to assign or sublet to any organization that succeeds to the public library function of Rappahannock County.

LEASE FORM: The lease shall be prepared on Landlord's standard lease agreement as the base agreement, and shall be subject to the negotiation of the parties, and approval of the Tenant's attorney.

TIME IS OF THE ESSENCE: The parties acknowledge that time is of the essence. Nonetheless, as a public body, the Library Board of Trustees must adhere to the Code of Virginia's requirements for the noticing and holding of all meetings, to FOIA requirements, and to its charter under the County Code.

BROKERAGE: N/A; the parties acknowledge there is no broker involved in this Letter of Intent.

CONSTRUCTION MILESTONES: Parties to include construction deadlines and milestones for commencement and completion of construction as part of the Lease.

This letter is intended for discussion purposes only and is confidential. It is not a final, binding or enforceable agreement by either party. Either party may withdraw from this Letter with five (5) days advance written notice to the other party.

If the terms and conditions contained herein are acceptable to you, please sign in the space provided below and the Landlord shall prepare the Lease. If the Lease is finalized and approved by Library Board of Trustees's vote, the Lease is a public document.

Best regards,



Tim Hoerner IV
Authorized Agent
Black Kettle, LLC
Date: 3-8-2026

By: 

BLACK KETTLE, LLC
Charles T. Akre, Jr.
Managing Member
Black Kettle, LLC
Date: 3-9-2026

Reviewed, Acknowledged & Accepted:

By: Victoria Fortuna

TENANT: Rappahannock County Public Library

Authorized Agent Name: Victoria R. Fortuna, President

Rappahannock County Public Library, Board of Trustees

Date 8 March 2026