

A G E N D A

JAMES CITY COUNTY BOARD OF SUPERVISORS

County Government Center Board Room

February 25, 2014

7:00 P.M.

-
- A. CALL TO ORDER**
 - B. ROLL CALL**
 - C. MOMENT OF SILENCE**
 - D. PLEDGE OF ALLEGIANCE -**
 - E. PRESENTATION**
 - 1. Williamsburg Area Arts Commission
 - 2. Planning Commission Annual Report
 - F. PUBLIC COMMENT**
 - G. BOARD REQUESTS AND DIRECTIVES**
 - H. CONSENT CALENDAR**
 - 1. Establishment of Part-Time Position, Benefits Coordinator
 - 2. Bill of Sale Document Donation
 - 3. Reimbursement Grant Award - Purchase of Development Rights Program - \$149,678.46
 - 4. Establishment of a Full-Time Regular Groundskeeper Position
 - I. PUBLIC HEARINGS**
 - J. BOARD CONSIDERATION**
 - K. PUBLIC COMMENT**
 - L. REPORTS OF THE COUNTY ADMINISTRATOR**
 - M. BOARD REQUESTS AND DIRECTIVES**
 - N. CLOSED SESSION**
 - 1. Consideration of a Personnel Matter, the Appointment of Individuals to County Boards and/or Commissions Pursuant to Section 2.2-3711(A)(1) of the Code of Virginia
 - a. Hampton Roads Economic Development Alliance – Board Member
 - b. Greater Peninsula Workforce Development Consortium/Peninsula Council for Workforce Development – Board Member
 - c. Planning Commission – Stonehouse Seat Vacancy
 - O. ADJOURNMENT** – to 7 p.m. on March 11, 2014, for the Regular Meeting

MEMORANDUM COVER

Subject: Establishment of Part-Time Position, Benefits Coordinator

Action Requested: Shall the Board approve the resolution to establish a part-time Benefits Coordinator position?

Summary: The County requests establishment of a part-time (1,040 hours/year) Benefits Coordinator position. This action is necessary at this time because the Williamsburg-James City County Schools (Schools) have decided to "buy out" our portion of a previously shared position. Payment will be used to fund a County position to replace the 20 hours a week that we have lost.

Although there are no added costs or added hours, Board approval is needed because it is a new County position.

Staff recommends approval of the attached resolution.

Fiscal Impact: The Schools will transfer \$23,000 reimbursement to the FY 2014 Human Resources budget and fund position in the future.

FMS Approval, if Applicable: Yes No

Acting County Administrator

M. Douglas Powell 

Attachments:

1. Resolution
2. Memorandum
3. Job Description

Agenda Item No.: H-1

Date: February 25, 2014

MEMORANDUM

DATE: February 25, 2014
TO: The Board of Supervisors
FROM: James A. Peterson, II, Acting Human Resource Director
SUBJECT: Establishment of Part-Time Position, Benefits Coordinator

The County requests establishment of a part-time (1,040 hours/year) Benefits Coordinator position. This action is necessary at this time because the Williamsburg-James City County Schools (Schools) have decided to “buy out” our portion of a previously shared position. Payment will be used to fund a County position to replace the 20 hours a week that we have lost.

Although there are no added costs or added hours, Board approval is needed because it is a new County position.

A copy of the position description is attached.

Staff recommends approval of the attached resolution.


James A. Peterson, II

JAP/nb
BenefitCoordPT-mem

Attachments

RESOLUTION

ESTABLISHMENT OF PART-TIME POSITION, BENEFITS COORDINATOR

WHEREAS, the part-time position of County Benefits Coordinator was eliminated when those duties were re-assigned to a shared position that was fully funded by the Williamsburg-James City County Schools (Schools); and

WHEREAS, in exchange for discontinuing the shared position, the Schools will reimburse the County \$23,000; and

WHEREAS, although there are no added costs or added hours, Board approval is needed because it is a new County position.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby approves the transfer of \$23,000 from School reimbursement to the FY 2014 Human Resources budget establishes the position of part-time Benefits Coordinator (1,040 hours per year) effective February 26, 2014.

Mary K. Jones
Chairman, Board of Supervisors

ATTEST:

M. Douglas Powell
Clerk to the Board

	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
KENNEDY	_____	_____	_____
JONES	_____	_____	_____
MCGLENNON	_____	_____	_____
ONIZUK	_____	_____	_____
HIPPLE	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of February, 2014.

BenefitCoordPT-res



Class Title	Senior Human Resource Specialist (Benefits Coordinator) 4
Position Number	553
Department	Human Resource
Supervised By	Director Human Resource Department

Nature of Work:

Performs advanced professional work administering the comprehensive employee benefit program for James City County. Plans, develops, procures, implements, and evaluates benefits and related policies under the direction of the Human Resource Director. Works to maximize coverage, while containing costs for both employee and employer, and ensure competitiveness with external markets.

Primary Duties:

- Designs, develops, implements, and administers benefit plans and policies such as health insurance, Section 125 Plans, retirement, life insurance, leave, employee assistance, and other programs. Audits benefit programs for compliance with government regulations. Monitors plans experience and usage and maintains data/metrics
- Works with consultants (when applicable) to survey market to determine James City County's competitive position in employee benefits and certifies that benefit programs are progressive, competitive, and cost-effective
- Confers with HR Director concerning the program structure and expense. Collaborates to identify, analyze, and develop benefits offerings to attract, retain, and motivate employees. Recommends benefit plan changes. Develops, recommends, and monitors budget allocations for employee benefits
- Works with Employee Benefits Committee to solicit input on benefit offerings and design. Manages the process of providing information to employees to include the oversight of: communication with employees and former employees about benefits programs, procedures, changes, and/or regulation; providing policy interpretation on benefit questions and issues; and resolving problems related to access to or payment of benefits
- Analyzes and evaluates services, coverage, and options available through insurance and investment companies to determine programs that best serve the needs of James City County. Puts programs out to bid and negotiates contracts including contract for the County's physical exam program
- Serves as a backup liaison to benefit vendors, providing feedback on customer service, resolving problems, providing them with needed information, etc.
- Ensures employee benefits data is maintained; coordinates transfer of data to external vendors, plan providers, auditors, and consultants as necessary
- Serve as the resident expert on the Affordable Care Act (Health Care Reform); help the organization prepare for implementation of the various components
- Identify and maintain a process for distributing required annual mailings, such as certification of creditable coverage
- Serve as the backup for New Employee Benefits Orientation and coordinates Open Enrollment
- Assists in the transition to online benefits enrollment to align with vendor databases/specifications
- Performs other related work as needed

Job Preparation Needed:

- Bachelor's Degree in business or public administration, human resources, or related field; considerable experience in benefits administration; current certification as CEBS, SPHR, PHR, or IPMA-CP or -CS preferred; or, any equivalent combination of acceptable education and experience providing the necessary knowledge, abilities, and skills
- Ability to develop, recommend, and manage benefit budgets; read and interpret financial information; develop, manipulate, and interpret spreadsheets; effectively manage priorities and meet deadlines



Class Title	Senior Human Resource Specialist (Benefits Coordinator) 5
Position Number	553
Department	Human Resource
Supervised By	Director Human Resource Department

- Excellent written and oral communication, customer service skills; ability to work effectively as a committee facilitator, team member, and with all stakeholders

Post Offer Requirements:

- Criminal history/sex offender check
- Credential check

Introductory Period: 12 months

Post Hire Requirements:

- Must maintain necessary certifications as determined by department

Job Locations and Conditions:

- Work is performed primarily in an office setting. Requires some travel among various local County locations.
- Performs work safely in accordance with County safety policy and procedures and specific departmental safety procedures.
- May be required to report to work to serve customers during emergency conditions and perform different duties as necessary.



Class Title	Senior Human Resource Specialist (Benefits Coordinator) 6
Position Number	553
Department	Human Resource
Supervised By	Director Human Resource Department

General Aptitudes and Physical Requirements:

The Americans with Disabilities Act requires that we identify the general aptitudes and physical requirements needs to perform the job listed above. Individuals who have the position must be able to perform all essential job functions unaided or with reasonable accommodation.

Mental Abilities:

Must have general learning ability and the ability to “catch on” or understand instructions and underlying principles, to understand and follow oral instruction, to understand and follow written instruction, to guide and/or give instructions and ability to make decisions in accordance with established procedures and policies

Verbal Abilities:

- Speaking/Talking: Must have ability to understand meanings of words and ideas associated with them and to use them effectively, comprehend language to understand the relationship between words and to understand meanings of whole sentences and paragraphs, present information or ideas clearly, answer telephone; communicate with general public, communicate with vendors, communicate with supervisors and/or with other employees, and communicate with County officials
- Hearing/Listening: Must have ability to communicate with public, vendors, supervisors, and/or other employees, and County officials
- Reading (ability to read and understand text): Must have ability to read

Numerical:

Must have ability to ability to perform accurate calculations; aided by a calculator, or other device

Spatial Abilities:

Not an essential job function.

Motor Coordination:

Must have the ability to coordinate eyes and hands or fingers rapidly and accurately in making precise movement with speed, to make a movement response accurately and quickly, to move the hands easily and skillfully, to work with the hands in placing and turning motions, to use telephone, use calculator, use copy/fax machine, manipulate computer keyboard and mouse. Finger dexterity is not essential to job function

Physical Demands:

- Strength: Must be able to occasionally lift, push/pull, hold/carry 5-10 lbs. of materials/equipment. Must be able to manipulate from ground to waist, waist level, and waist level to shoulder
- Climbing: Not an essential job function
- Standing, sitting, walking, running: Must have ability to: occasionally (0-1 hours/day) stand, frequently (3-5 hours/day) sit, occasionally (0-1 hours/day) walk. Running is not essential to the job
- Stooping, kneeling, crouching, and/or crawling: Not essential to job function
- Reaching, handling, fingering, and/or feeling: Not essential to job function
- Seeing: Must be able to see to perceive or comprehend by the sense of sight and be able to focus with distinctness or clarity

Driving:

Not an essential job function

MEMORANDUM COVER

Subject: Bill of Sale Document Donation

Action Requested: Shall the Board approve the irrevocable donation of the 1868 Bill of Sale to Swem Library Special Collections?

Summary: The James City County Historical Commission has been gifted an original 1868 Bill of Sale for the Richardson Grist Mill. The Commission has determined that neither they nor the County has the ability to conserve and preserve the document or make it fully accessible to researchers and to the public.

On February 4, 2014, the Commission voted unanimously (one member abstaining) to recommend that the Board of Supervisors approve the Deed of Gift to the College of William and Mary's Earl Gregg Swem Library Special Collections (Swem) for the 1868 Bill of Sale. Staff concurs with this recommendation. If approved, the Acting County Administrator will be able to irrevocably transfer ownership of the document to Swem Library Special Collections.

Staff recommends approval of the attached resolution.

Fiscal Impact: N/A

FMS Approval, if Applicable: Yes No

N/A

Acting County Administrator

M. Douglas Powell DP

Attachments:

1. Memorandum
2. Resolution
3. College of William and Mary
Swem Library Standard Deed of
Gift

Agenda Item No.: H-2

Date: February 25, 2014

MEMORANDUM

DATE: February 25, 2014

TO: The Board of Supervisors

FROM: Leanne Pollock, Staff Liaison to the Historical Commission
Adam R. Kinsman, Deputy County Attorney

SUBJECT: Bill of Sale Document Donation

The James City County Historical Commission was given an original 1868 Bill of Sale for the Richardson Grist Mill. The original owner has relinquished full ownership of the document to James City County for its historical significance. The Commission determined that neither they nor the County has the ability to conserve and preserve the original document or make it fully accessible to researchers and to the public.

Staff has had multiple conversations with The Library of Virginia and the College of William and Mary's Earl Gregg Swem Library Special Collections (Swem). Swem has indicated that they would like to be the repository for the document and the Library of Virginia concurred that this would be the most appropriate option. Swem Library requires that the document be irrevocably gifted to them in order to give Swem the ability to invest funds to conserve the document. Swem will also digitize the document so that it will be available as part of its online collections to ensure maximum public access. The disposal of County-owned property, such as this gift of the Bill of Sale, requires action by the Board of Supervisors.

On February 4, 2014, the Historical Commission voted unanimously (one member abstaining) to recommend that the Board of Supervisors approve the Deed of Gift to Swem Library for the 1868 Bill of Sale. Staff concurs with this recommendation. If approved, the Acting County Administrator will be able to irrevocably transfer ownership of the document to Swem Library Special Collections.

Staff recommends adoption of the attached resolution.


Leanne Pollock


Adam R. Kinsman

CONCUR:


Allen J. Murphy, Jr.

LP/ARK/nb
BillSaleDnatn-mem

Attachments:

1. Resolution
2. College of William and Mary Swem Library Standard Deed of Gift

RESOLUTION

BILL OF SALE DOCUMENT DONATION

WHEREAS, the County owns an original copy of the 1868 Bill of Sale for the Richardson Grist Mill which has been stored in a Development Management file cabinet for a number of years; and

WHEREAS, the College of William and Mary's Earl Gregg Swem Library has indicated a desire to conserve, preserve, and display the document if the County donates it to the library; and

WHEREAS, the Library of Virginia has concurred that the Earl Gregg Swem Library is the most appropriate repository for this historical document; and

WHEREAS, at its meeting on February 4, 2014, the James City County Historical Commission voted unanimously to recommend that the document be donated to the College of William and Mary's Earl Gregg Swem Library.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that in accordance with Section 15.2-951 of the *Code of Virginia*, 1950, as amended, the Acting County Administrator is hereby authorized to execute any and all documents necessary to donate the 1868 Bill of Sale for the Richardson Grist Mill to the College of William and Mary's Earl Gregg Swem Library.

Mary K. Jones
Chairman, Board of Supervisors

ATTEST:

M. Douglas Powell
Clerk to the Board

	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
KENNEDY	_____	_____	_____
JONES	_____	_____	_____
MCGLENNON	_____	_____	_____
ONIZUK	_____	_____	_____
HIPPLE	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of February, 2014.

BillSaleDnatn-res



The College Of WILLIAM & MARY

Special Collections Research Center
Earl Gregg Swem Library
<https://swem.wm.edu/research/special-collections>

Williamsburg, VA 23187-8794
757-221-3090
spcoll@wm.edu

DEED OF GIFT

I. Transfer of Ownership

I, (insert name) _____
do hereby irrevocably and unconditionally give, transfer, and convey to the Earl Gregg Swem Library, The College of William and Mary, its successors and assignees the title and interest held by me to:

(brief description of material) _____
together with the rights as specified below in Section II. I understand that the location, retention, cataloging, and preservation of the materials, or other considerations relating to their use or disposition, are at the discretion of the Earl Gregg Swem Library in accordance with institutional policies (<https://www.swem.edu/policies>). I give consent to the Earl Gregg Swem Library to digitally reformat the collection and to migrate existing digital content to new technical environments as appropriate for preservation and/or access. The donated materials shall be made accessible to all persons qualified to use materials in the Earl Gregg Swem Library, subject to the terms and conditions, if any, stated in Section III A. No term or provision of this instrument shall be interpreted to limit or restrict the fair use rights of the Earl Gregg Swem Library or users of the materials as provided by U.S. Copyright Law, Title 17, U.S.C. ("Fair Use Rights").

If you do not intend to take a tax deduction, please initial here: _____

If you intend to make a gift to support the preservation of and access to the material, please initial here: _____

_____ I wish to be publicly acknowledged as the donor of this gift as follows: "Gift, [Name], [Date]", _____

_____ I prefer that the source of this gift remain confidential. Please acknowledge this gift to the public as: "Anonymous gift, [Date]".

II. Copyright

A. Current Copyright Ownership and Control

To the best of my knowledge (please initial one):

_____ I control all copyrights in the donated materials (i.e., all works were created by me, or I acquired the copyrights in all donated materials).

_____ I control some of the copyrights in the donated materials (i.e., some of the donated materials were created by me, or I acquired the copyrights in some them, but the donated materials also contain works for which other individuals or organizations control the copyrights).

_____ I control none of the copyright(s) in the donated materials.

B. Transfer of Copyright Ownership (please initial one):

____ I irrevocably assign to the university any and all copyrights I control in the donated materials.

____ I retain full ownership of any and all copyrights I currently control in the donated materials, but I grant the university a nonexclusive royalty free right to authorize all uses of these materials for non-commercial research, scholarly, or other educational purposes pursuant to a Creative Commons Attribution, ShareAlike license, including, but not limited to, the authorization to display and reproduce the materials or derivatives of the materials in exhibitions, catalogs, university publications, university websites, or university advertisements; both on and off campus.

III. Terms and Conditions:

A. Restrictions: (please initial)

____ The donated materials shall be accessible to all persons qualified to use materials in the Earl Gregg Swem Library, and any restrictions must be discussed and agreed upon with the Earl Gregg Swem Library.

B. Disposition: (please initial)

____ Any collection material not retained by the Earl Gregg Swem Library shall be offered back to the donor by registered letter (with the exception of duplicates, empty binders, folders, covers, and picture frames, and publications neither by nor about the collection creator, which will be disposed of by the Earl Gregg Swem Library). If the donor is deceased, does not respond to the written notification within 90 days, or declines to receive the materials, the Earl Gregg Swem Library may dispose of them.

C. Additions (please initial)

____ In the event that I may from time to time hereafter give, donate, and convey to the Earl Gregg Swem Library additional papers or other historical materials, title shall pass to the Library upon their delivery, and all of the provisions of this deed of gift shall be applicable. If the original deed needs amending, I may request a new deed of gift for future donations.

I represent and warrant that I am the sole owner of the materials described above and that I have full right, power, and authority to give the materials to the Earl Gregg Swem Library. This Deed is governed by the law of the Commonwealth of Virginia.

Signature of donor Date

Name (Printed)

The foregoing gift of papers or other historical materials is accepted on behalf of the Earl Gregg Swem Library, subject to the terms and conditions heretofore set forth:

Signature Date

Name (Printed) Title

Donor Contact Information	
NAME:	_____
ADDRESS:	_____

PHONE	_____
E-MAIL	_____

MEMORANDUM COVER

Subject: Reimbursement Grant Award - Purchase of Development Rights Program - \$149,678.46

Action Requested: Shall the Board approve the resolution that authorizes the County Administrator and the County Attorney to execute an Intergovernmental Agreement with the Virginia Department of Agriculture and Consumer Services (VDACS) for reimbursement for matching funds in the amount of \$149,678.46 for the Purchase of Development Rights Program?

Summary: The James City County Purchase of Development Rights Program (PDR) has been awarded FY 2014 state matching funds in the amount of \$149,678.46 by the Office of Farmland Preservation, the Virginia Department of Agriculture and Consumer Services (VDACS). This award is made pursuant to the *Code of Virginia*, 1950, as amended, § 3.2-201, which, in part, authorizes VDACS to allocate funds to localities for the purpose of purchasing agricultural easements. In order to accept the award, the County must execute an Intergovernmental Agreement (IGA) with VDACS which outlines the responsibilities of VDACS and the County with respect to the FY 2014 state matching funds. The IGA also extends the use of FY 2012 matching funds awarded to the County until June 30, 2014.

The attached resolution authorizes the Acting County Administrator and the County Attorney to execute the Intergovernmental Agreement between the County and VDACS.

Staff recommends adoption of the attached resolution.

Fiscal Impact:

FMS Approval, if Applicable: Yes No

Assistant County Administrator

Doug Powell DP

Attachments:

1. Memorandum
2. Resolution
3. Copy of Award Letter and Intergovernmental Agreement (IGA)

Agenda Item No.: H-3

Date: February 25, 2014

MEMORANDUM

DATE: February 25, 2014

TO: The Board of Supervisors

FROM: Edward T. Overton, Jr., Administrator, Purchase of Development Rights Program

SUBJECT: Reimbursement Grant Award - Purchase of Development Rights Program - \$149,678.46

The James City County Purchase of Development Rights Program (PDR) has been awarded a reimbursement grant in the amount of \$149,678.46, by the Office of Farmland Preservation, Virginia Department of Agriculture and Consumer Services (VDACS). This award is made pursuant to the Code of Virginia, 1950, as amended, §3.2-201, which authorizes VDACS to allocate funds to localities for the purchase of agricultural conservation easements.

The Office of Farmland Preservation is authorized to reimburse the County for up to 50 percent, not to exceed \$149,678.48, of qualifying expenses incurred in purchasing a conservation easement(s) on rural lands(s) that meet qualifications established by VDACS, as described in the attached Intergovernmental Agreement (IGA). The IGA also allows the County to extend the use of FY 2012 funding awarded by VDACS until June 30, 2014.

Reimbursable costs incurred in purchasing, closing, and recording a conservation easement, as defined in the IGA, include:

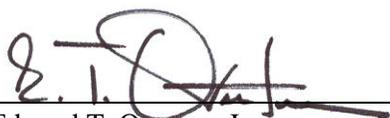
1. The purchase price of the conservation easement actually incurred by the County, at its present value, including any portion that the County will pay over time pursuant to an installment purchase agreement;
2. The cost of title insurance on the conservation easement incurred by the County;
3. The cost incurred by the County for an appraisal of the land by a licensed real estate appraiser;
4. The cost incurred by the County for a survey of the physical boundaries of the land by a licensed land surveyor, including the cost of producing a baseline report of the conditions existing on the land at the time of the conveyance of the conservation easement;
5. Reasonable attorney fees incurred by the County associated with the purchase of a conservation easement, where reasonable attorney fees include those fees associated with outside counsel required for the completion of the easement, but do not include fees related to the County Attorney serving as staff and who is paid regular salary in the County's employ;
6. The costs incurred by the County in issuing public hearing notices associated with the County's purchase of a conservation easement that the County is required by law to issue; and
7. Any recordation fee incurred by the County that the County is required to pay pursuant to the laws of the Commonwealth of Virginia.

James City County's responsibilities in accepting this agreement include:

1. Maintain funds in the PDR account equal to the grant allocation.
2. Request reimbursement for only those conservation easements that are perpetual and have a primary purpose of preserving working farm and/or forest lands.
3. Within one year from the date of the IGA and for each subsequent year the IGA is in force, submit to VDACS a progress report.
4. Obtain a policy of title insurance on the County's purchased interest in a conservation easement that covers an amount at least equal to the amount the County requests reimbursement from VDACS.

5. Prior to closing on a qualifying conservation easement, submit, for review and approval by VDACS and its legal counsel, the following documentation:
- a. A written agreement setting forth the terms of the County's purchase of the conservation easement, including purchase price;
 - b. Written confirmation from the County's Commissioner of the Revenue or Director of Financial Management Services (FMS) that the property to be encumbered by the conservation easement meet the definition of "real estate devoted to agricultural, horticultural or forest use", as established in § 58.1-3230 of the Code of Virginia;
 - c. A written description of the agricultural, environmental, and social characteristics of the property/properties to be encumbered by the conservation easement and make whatever changes to the proposed deed of easement, where applicable, that VDACS and/or its legal counsel deem necessary;
 - d. Any installment purchase agreement;
 - e. The deed of easement, including all exhibits, attachments, and/or addenda;
 - f. A title insurance commitment for a policy to ensure the easement interest under contract indicating an amount of coverage at least equal to the amount of funds for which the County requests reimbursement from VDACS; and
 - g. An itemized list of all reimbursable costs that the County has or will incur in the course of purchasing the conservation easement.

Staff recommends adoption of the attached resolution which authorizes the Acting County Administrator and the County Attorney to execute the IGA and any other necessary documents for the award of the state matching funds from VDACS. Once an eligible property is identified, staff will seek approval of the Board for purchase and for appropriation of the funds.



Edward T. Overton, Jr.

CONCUR:



M. Douglas Powell

ETO/nb
GA-PDR-mem

Attachments

RESOLUTION**REIMBURSEMENT GRANT AWARD –****PURCHASE OF DEVELOPMENT RIGHTS PROGRAM – \$149,678.46**

WHEREAS, the James City County Purchase of Development Rights (PDR) Program has been awarded State matching funds in the amount of \$149,678.46 from the Office of Farmland Preservation, Virginia Department of Agriculture and Consumer Services (VDACS), pursuant to the *Code of Virginia*, § 3.2-201; and

WHEREAS, in order to accept the funds, the County must enter into an Intergovernmental Agreement (IGA) with VDACS which outlines the responsibilities of VDACS and the County with respect to the FY 2014 State matching funds; and

WHEREAS, the IGA also provides for extension of the County's use of FY 2012 funding until June 30, 2014.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the Acting County Administrator and the County Attorney to sign all necessary documents to execute the Intergovernmental Agreement and any other necessary documents for the award of the state matching funds from VDACS.

Mary K. Jones
Chairman, Board of Supervisors

ATTEST:

M. Douglas Powell
Clerk to the Board

	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
KENNEDY	_____	_____	_____
JONES	_____	_____	_____
MCGLENNON	_____	_____	_____
ONIZUK	_____	_____	_____
HIPPLE	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of February, 2014.

GA-PDR-res



COMMONWEALTH of VIRGINIA
 Department of Agriculture and Consumer Services

PO Box 1163, Richmond, Virginia 23218

Phone: 804/786-3501 • Fax: 804/371-2945 • Hearing Impaired; 800/828-1120

www.vdacs.virginia.gov

Sandra J. Adams
 Acting Commissioner

January 21, 2014

Mr. Ed Overton
 PDR Administrator
 James City County
 5320 Palmer Lane, Suite 2A
 Williamsburg, VA 23188

Dear Ed,

On behalf of the Virginia Department of Agriculture and Consumer Services (VDACS), I am pleased to inform you that James City County has been awarded \$149,678.46 in FY 2014 state matching funds for your local purchase of development rights program. We are excited to announce the seventh round of funding for this program, and we greatly appreciate your continued partnership.

Enclosed please find two signed originals of the Intergovernmental Agreement (IGA) for your review and consideration. This agreement will serve as the legal document outlining the responsibilities of both VDACS and James City County with respect to the FY 2014 state matching funds. In addition, please find two signed originals of Addendum A to the IGA extending the use of your FY 2012 funding until June 30, 2014. If you or your attorneys have any concerns or questions related to this agreement, please contact Coordinator for the Office of Farmland Preservation Andy Sorrell at (804) 786-1906 or andrew.sorrell@vdacs.virginia.gov as soon as possible.

Please sign and return one fully executed version of the IGA to VDACS by **March 28, 2014**. Matching funds will be available upon execution of the agreement, subject to any reduction in funds as part of the 2014 General Assembly session.

Sincerely,

Sandra J. Adams
 Acting Commissioner

cc: Andy Sorrell, Coordinator, Office of Farmland Preservation

Enclosures

INTERGOVERNMENTAL AGREEMENT
Between
Virginia Department of Agriculture and Consumer Services
and
James City County

This INTERGOVERNMENTAL AGREEMENT is entered into this 31st day of December, 2013, in the City of Richmond, Virginia, between the Virginia Department of Agriculture and Consumer Services (“VDACS”) and James City County (collectively, “the parties”) to provide mutually advantageous terms for cooperation between VDACS and James City County to implement VDACS’ contribution of funds in support of James City County’s purchase of agricultural conservation easements.

WHEREAS, the General Assembly, by Chapter 806 of the 2013 Acts of Assembly, has appropriated \$1,000,000 in the fiscal year ending June 30, 2014 to VDACS for the continuation of a state fund to match local government purchase of development rights program funds for the preservation of working farms and forest lands; and,

WHEREAS, § 3.2-201 of the Code of Virginia authorizes VDACS’ Office of Farmland Preservation to develop methods and sources of revenue for allocating funds to localities to purchase agricultural conservation easements, and to distribute these funds to localities under policies, procedures, and guidelines developed by VDACS’ Office of Farmland Preservation; and,

WHEREAS, for all purposes of this INTERGOVERNMENTAL AGREEMENT, the term “agricultural conservation easement” shall mean a negative easement in gross that has the primary conservation purpose of preserving working farm and/or forest land; and,

WHEREAS, the James City County Board of Supervisors has enacted an ordinance or passed a resolution that: authorizes, in accordance with Title 10.1, Chapter 17 of the Code of Virginia (“the Open-Space Land Act”) and other applicable law, James City County to purchase agricultural conservation easements from landowners (each hereinafter called “Grantor”); sets forth a clear, consistent, and equitable administrative process governing such purchases; and outlines the goals and purposes of James City County’s farmland preservation program; and,

WHEREAS, James City County has agreed to maintain a public outreach program designed to educate various stakeholders in James City County—including farmers, landowners, public officials, and the non-farming public—about James City County’s initiatives to preserve working farms and forest lands; and,

WHEREAS, James City County has agreed to establish a transparent and replicable process for valuation of agricultural conservation easements; and,

WHEREAS, the purchase of agricultural conservation easements is one component of James City County’s broader farmland preservation program; and,

WHEREAS, James City County has agreed to use a deed of easement that is sufficiently flexible to allow for future agricultural production in purchases of agricultural conservation easements for which James City County uses funds contributed to it by VDACS; and,

WHEREAS, James City County has agreed that any agricultural conservation easement purchased as per the terms of this INTERGOVERNMENTAL AGREEMENT shall meet the definition of "real estate devoted to agricultural use", "real estate devoted to horticultural use" or "real estate devoted to forest use" as established in § 58.1-3230 of the Code of Virginia; and,

WHEREAS, James City County has agreed to establish a clear strategy for monitoring and enforcing the terms of the agricultural conservation easements that James City County purchases; and,

WHEREAS, James City County has agreed to establish a process that James City County will use to evaluate the effectiveness of its farmland preservation program, including a protocol for making changes to James City County's agricultural conservation efforts based on such evaluations; and,

WHEREAS, VDACS, in reliance on the veracity of the foregoing recitals, certifies James City County is eligible to receive contributions of funds from VDACS in reimbursement for certain costs James City County actually incurs in the course of purchasing agricultural conservation easements; and,

WHEREAS, James City County, and the agents and employees of James City County, in the performance of this INTERGOVERNMENTAL AGREEMENT, are acting on behalf of James City County, and not as officers or employees or agents of the Commonwealth of Virginia;

NOW, THEREFORE, VDACS and James City County agree their respective responsibilities, pursuant to this INTERGOVERNMENTAL AGREEMENT, shall be defined as follows:

1. VDACS Responsibilities

- a. VDACS shall, within thirty (30) days of the date of execution of this INTERGOVERNMENTAL AGREEMENT, restrict \$149,678.46 (hereinafter "the allocation amount") in an account, from which VDACS shall withdraw funds only to pay contributions of funds that James City County is eligible to receive pursuant to this INTERGOVERNMENTAL AGREEMENT, except that upon the expiration of two (2) years from the date of this INTERGOVERNMENTAL AGREEMENT, or immediately upon James City County's failure to perform any of its obligations under the terms of this INTERGOVERNMENTAL AGREEMENT, VDACS shall have the right to withdraw any funds then remaining in such account and the right to redirect those funds to other localities that VDACS certifies as being eligible to receive matching funds and that enter into an intergovernmental agreement with VDACS to govern the distribution of matching funds for the purchase of agricultural conservation easements. The allocation amount from this and any prior INTERGOVERNMENTAL AGREEMENT shall not be considered to be a grant as that term is used in paragraph 1(b) of this INTERGOVERNMENTAL AGREEMENT.
- b. Upon James City County or any agent acting on behalf of James City County's recordation of a deed evidencing James City County's purchase of an agricultural conservation easement in the circuit court of the city or county where the Grantor's land is located and James City County's submission to VDACS of a completed claim for reimbursement, on a form prescribed by VDACS, together with the supporting documentation required under paragraph 2(e) of this INTERGOVERNMENTAL AGREEMENT, VDACS shall reimburse James City County fifty percent (50%) of the reimbursable costs that James City County actually incurred in the course of purchasing that agricultural conservation easement, limited to that portion of the allocation amount remaining in the account maintained by VDACS pursuant to paragraph 1(a) of this INTERGOVERNMENTAL AGREEMENT. The following shall not be considered to be reimbursable costs that James City County actually incurred and shall be subtracted from the total amount of reimbursable costs considered for reimbursement by VDACS in connection with any particular agricultural conservation easement transaction: grants made by the United States of America, the Virginia Department of Agriculture and Consumer Services (VDACS), the Virginia Department of Conservation and Recreation (DCR), the Virginia Outdoors Foundation (VOF), or any other governmental agency or political subdivision of the Commonwealth of Virginia; payments made by any other funding sources either directly to the landowner or to reimburse James City County; or in-kind donations or contributions.

VDACS may make alternative arrangements for the distribution of funds pursuant to this INTERGOVERNMENTAL AGREEMENT, provided James City County presents a written request for such alternative arrangement to the Commissioner of VDACS or the Commissioner of VDACS's designated agent (referred collectively hereinafter as "the Grant Manager") prior to incurring any expense for which James City County seeks a distribution of funds under the proposed alternative arrangement.

For purposes of this INTERGOVERNMENTAL AGREEMENT, "reimbursable costs" include:

1. The purchase price of the agricultural conservation easement actually incurred by James City County, at present value, including any portion that James City County will pay over time pursuant to an installment purchase agreement;
 2. The cost of title insurance actually incurred by James City County;
 3. The cost actually incurred by James City County of any appraisal of the land by a licensed real estate appraiser upon which James City County purchases an agricultural conservation easement;
 4. The cost actually incurred by James City County of any survey of the physical boundaries of the land by a licensed land surveyor upon which James City County purchases an agricultural conservation easement, including the cost of producing a baseline report of the conditions existing on the land at the time of the conveyance of the agricultural conservation easement;
 5. Reasonable attorney fees actually incurred by James City County associated with the purchase of an agricultural conservation easement, where reasonable attorney fees include those fees associated with outside counsel required for the completion of the easement, but do not include fees related to county or city attorneys serving as staff and who are paid regular salary in the county's or city's employ;
 6. The cost actually incurred by James City County of issuing public hearing notices associated with James City County's purchase of an agricultural conservation easement that James City County is required by law to issue; and
 7. Any recordation fees actually incurred by James City County that James City County is required to pay pursuant to the laws of the Commonwealth of Virginia.
- c. VDACS shall only be responsible for reimbursing James City County under paragraph 1(b) of this INTERGOVERNMENTAL AGREEMENT for reimbursable costs that James City County actually incurs in the course of purchasing an agricultural conservation easement when James City County or any agent acting on behalf of James City County acquires, by such purchase, a deed of easement that, at a minimum, provides:
1. The primary conservation purpose of the easement conveyed by the deed of easement is the conservation of the land in perpetuity for working farm and/or forestal uses.
 2. The Grantor and James City County agree that the land subject to the agricultural conservation easement shall not be converted or diverted, as the Open-Space Land Act employs those terms, until and unless the Grant Manager, with the concurrence of James City County or an assignee of James City County's interest in the agricultural conservation

easement, certifies that such conversion or diversion satisfies the requirements of the Open-Space Land Act.

3. The Grantor and James City County agree that, in the event of an extinguishment of the restrictions of the agricultural conservation easement that results in the receipt of monetary proceeds by James City County or an assignee of James City County's interest in an agricultural conservation easement in compensation for the loss of such property interest, VDACS shall be entitled to a share of those proceeds proportional to VDACS' contribution toward the total reimbursable cost of acquiring the agricultural conservation easement as evidenced by the completed claim for reimbursement required under paragraph 1(b) of this INTERGOVERNMENTAL AGREEMENT.
4. If the Grantor conveys the agricultural conservation easement for less than its fair market value, the Grantor and James City County mutually acknowledge that approval of the terms of this Deed of Easement by VDACS and/or its legal counsel does not constitute a warranty or other representation as to the Grantor's qualification for any exemption, deduction, or credit against the Grantor's liability for the payment of any taxes under any provision of federal or state law.
5. All mortgagors and other holders of liens on the property subject to the restrictions contained in the deed of easement have subordinated their respective liens to the restrictions of the deed of easement acquired by James City County. All such mortgagors and other holders of liens shall manifest their assent to the easement's priority over their respective liens by endorsing the deed of easement.
6. A baseline report documenting the conditions existing on the land at the time of the conveyance of the agricultural conservation easement is incorporated into the deed of easement by reference.

2. James City County Responsibilities

- a. James City County shall, within thirty (30) days of the date of execution of this INTERGOVERNMENTAL AGREEMENT, have available local funds greater than or equal to the allocation amount for the purpose of purchasing agricultural conservation easements.
- b. James City County shall use matching funds that VDACS contributes to James City County, pursuant to this INTERGOVERNMENTAL AGREEMENT, only for the purpose of purchasing agricultural conservation easements that are perpetual and that have the primary conservation purpose of preserving working farm and/or forest lands.
- c. Within one (1) year from the date of this INTERGOVERNMENTAL AGREEMENT, and for each subsequent year in which the INTERGOVERNMENTAL AGREEMENT or a subsequent agreement is in force, James City County shall submit to VDACS a progress report that:
 1. describes any properties that James City County has identified as prospects for James City County's purchase of agricultural conservation easements and the status of any negotiations for the purchase of such agricultural conservation easements;
 2. estimates the timeframes within which James City County will execute contracts for any such purchases, close on such purchases, and request reimbursement of reimbursable costs for those purchases from VDACS;

3. describes the measures James City County has undertaken to develop and/or maintain a public outreach program designed to educate various stakeholders in James City County's community—including farmers, landowners, public officials, and the non-farming public—about James City County's agricultural conservation easement program and other initiatives to preserve working agricultural land;
 4. describes the measures James City County has undertaken to develop and/or maintain a formal plan for stewardship and monitoring of the working agricultural land on which James City County acquires agricultural conservation easements; and
 5. describes the measures James City County has undertaken to develop and/or maintain a process that James City County will use to evaluate the effectiveness of its program, including a protocol for making changes to James City County's agricultural conservation efforts based on such evaluations.
- d. For any purchase of agricultural conservation easements for which James City County requests reimbursement from VDACS pursuant to this INTERGOVERNMENTAL AGREEMENT, James City County shall obtain a policy of title insurance on its purchased interest that covers at least an amount equal to the amount for which James City County requests reimbursement from VDACS.
- e. Prior to closing on a purchase of an agricultural conservation easement for which James City County requests reimbursement from VDACS pursuant to this INTERGOVERNMENTAL AGREEMENT, James City County shall submit, for review and approval by VDACS and its legal counsel, the following documentation:
1. a written agreement setting forth, in the manner prescribed by James City County's ordinance or resolution governing its program to acquire agricultural conservation easements, the terms of James City County's purchase of the agricultural conservation easement, including the purchase price;
 2. a written confirmation from the James City County Commissioner of Revenue or Director of Finance, or the James City County Commissioner of Revenue's or Director of Finance's designated agent that the property/properties to be encumbered by the agricultural conservation easement meet the definition of "real estate devoted to agricultural use", "real estate devoted to horticultural use" or "real estate devoted to forest use" as established in § 58.1-3230 of the Code of Virginia;
 3. a written description of the agricultural, environmental and social characteristics of the property/properties to be encumbered by the agricultural conservation easement;
 4. any installment purchase agreement;
 5. the deed of easement that the Grantor will deliver to James City County at closing, including all exhibits, attachments, and/or addenda;
 6. a title insurance commitment for a policy to insure the easement interest under contract indicating an amount of coverage at least equal to the amount of funds for which James City County requests reimbursement from VDACS; and

7. an itemized list of all reimbursable costs that James City County has or will, up to the time of closing, incur in the course of purchasing the agricultural conservation easement.

James City County shall make whatever changes to the proposed deed of easement and/or the installment purchase agreement, where applicable, that VDACS and/or its legal counsel deem necessary to ensure compliance with applicable state law and the requirements and purposes of this INTERGOVERNMENTAL AGREEMENT.

James City County may fulfill its obligation under this paragraph by submitting accurate and complete copies of all documents enumerated in this paragraph, provided that James City County shall deliver or make available the original documents to VDACS for review at VDACS' request.

- f. Together with any claim for reimbursement pursuant to this INTERGOVERNMENTAL AGREEMENT that James City County submits to VDACS, James City County shall also submit the following supporting documentation:
 1. a copy of the recorded deed of easement that VDACS and/or its legal counsel approved prior to closing, showing the locality, deed book, and page of recordation, and including all exhibits, attachments, and/or addenda;
 2. copies of invoices, bills of sale, and cancelled checks evidencing James City County's incursion of reimbursable costs in the course of purchasing the agricultural conservation easement;
 3. a copy of any executed installment purchase agreement related to the purchase, which shall indicate the purchase price; and
 4. a copy of any deed of trust related to the purchase.
- g. James City County shall provide the Grant Manager immediate written notice of James City County's receipt of any application or proposal for the conversion or diversion of the use of any land upon which James City County or its assignee, where applicable, holds an agricultural conservation easement, for the purchase of which VDACS contributed funds pursuant to this INTERGOVERNMENTAL AGREEMENT.
- h. James City County, or any assignee of James City County's interest in an agricultural conservation easement for which James City County receives a contribution from VDACS pursuant to this INTERGOVERNMENTAL AGREEMENT shall at all times enforce the terms of that easement. James City County shall provide the Grant Manager immediate written notice of any actions, whether at law, in equity, or otherwise, taken by locality to enforce the terms of the easement or to abate, prevent, or enjoin any violation thereof by any party. Any failure by James City County or such assignee to perform its enforcement responsibility shall constitute a breach of this INTERGOVERNMENTAL AGREEMENT, for which VDACS shall have a remedy by way of a civil action for specific performance of that enforcement responsibility; or, VDACS shall have the right and authority, at its option, to demand and receive from James City County a portion of the full market value of the agricultural conservation easement at the time of the breach in proportion to VDACS' contribution toward the total reimbursable cost of acquiring the agricultural conservation easement as evidenced by the completed claim for reimbursement required under paragraph 1(b) of this INTERGOVERNMENTAL AGREEMENT.
- i. For any purchase of an agricultural conservation easement for which James City County requests reimbursement from VDACS pursuant to this INTERGOVERNMENTAL AGREEMENT, James City

County shall derive its valuation of the agricultural conservation easement according to the valuation methods prescribed by ordinance or resolution.

3. Merger and Supersedure of Prior Agreement

The parties agree that terms of any INTERGOVERNMENTAL AGREEMENT previously entered into between the parties to govern VDACS' distribution of funds to James City County in support of James City County's purchase of agricultural conservation easements shall be merged into the instant INTERGOVERNMENTAL AGREEMENT, the latter of which shall supersede all former INTERGOVERNMENTAL AGREEMENTS to the extent that there are any inconsistencies between the terms of these INTERGOVERNMENTAL AGREEMENTS. Notwithstanding the language of this paragraph, VDACS shall be required to restrict the allocation amount(s) provided in paragraph 1(a) of any prior agreement(s) in addition to the current allocation amount, but shall only be required to restrict any prior allocation amount(s) until the expiration of two (2) years from the date of execution of the prior agreement(s).

4. Recertification

This INTERGOVERNMENTAL AGREEMENT pertains exclusively to VDACS' contribution of funds that the General Assembly has appropriated to VDACS through the fiscal year ending June 30, 2014. VDACS shall not contribute other funds in the future to James City County except upon VDACS' recertification of James City County's eligibility to receive such funds. VDACS may establish and communicate to James City County certain benchmarks of program development that VDACS will impose upon James City County as preconditions to James City County's recertification for future contributions.

5. Governing Law

This INTERGOVERNMENTAL AGREEMENT is governed by and shall be interpreted in accordance with the laws of the Commonwealth of Virginia. In all actions undertaken pursuant to this INTERGOVERNMENTAL AGREEMENT, preferred venue shall be in the City of Richmond, Virginia, at the option of VDACS.

6. Assignment

James City County shall not assign this INTERGOVERNMENTAL AGREEMENT, either in whole or in part, or any interest in an agricultural conservation easement for the purchase of which VDACS contributes funds pursuant to this INTERGOVERNMENTAL AGREEMENT, without the prior, written approval of the Grant Manager.

7. Modifications

The parties shall not amend this INTERGOVERNMENTAL AGREEMENT, except by their mutual, written consent.

8. Severability

In the event that any provision of this INTERGOVERNMENTAL AGREEMENT is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this INTERGOVERNMENTAL AGREEMENT have force and effect and shall not be affected thereby.

In witness, whereof, the parties hereto have executed this INTERGOVERNMENTAL AGREEMENT as of the day and year first written above.

Sandra J. Adams 01/06/14
Sandra J. Adams Date
Acting Commissioner
Virginia Department of Agriculture &
Consumer Services

Name Date
County Administrator

APPROVED AS TO FORM ONLY:

[Signature] 1/3/14
Assistant Attorney General Date

APPROVED AS TO FORM ONLY:

County Attorney Date

MEMORANDUM COVER

Subject: Establishment of a Full-Time Regular Groundskeeper Position

Action Requested: Shall the Board of Supervisors approve the resolution to establish a full-time regular groundskeeper position to replace a retired Williamsburg-James City County Schools (WJCC) groundskeeper?

Summary: This position would replace a schools position with a County position as required under the interagency agreement between the schools and County. The groundskeeper position is needed to continue the existing level of service provided by the Grounds Maintenance Division.

Staff recommends adoption of the attached resolution.

Fiscal Impact: Funding is already available in the FY 14 Operational budget.

FMS Approval, if Applicable: Yes No

Acting County Administrator

M. Douglas Powell 

Attachments:

1. Memorandum
2. Resolution

Agenda Item No.: H-4

Date: February 25, 2014

MEMORANDUM

DATE: February 25, 2014
TO: The Board of Supervisors
FROM: John T. P. Horne, General Services Director
SUBJECT: Establishment of a Full-Time Regular Groundskeeper Position

For several years grounds maintenance at County school sites has taken place under an agreement with the school division that sets out responsibilities and procedures. All grounds maintenance activities are managed by the County General Services Department. When the agreement was initiated, several school grounds employees remained employees of the school division but were assigned to General Services for management purposes. They typically work on school sites but are fully integrated into the Grounds Division staff. Many expenses attributable to work on school sites are included in a separate budget and are billed to schools on a monthly basis.

As part of the agreement, any school positions that become vacant are to be replaced with County employees. This has taken place on several occasions over the years. One additional school employee resigned on January 1, 2014. The attached resolution would establish a new County position to allow filling of the vacant position. Sufficient funds exist in the FY 14 Department budget to fund the position in FY 14.

Staff recommends adoption of the attached resolution.



John T. P. Horne

JTPH/gb
GrdKprPos-mem

Attachment

RESOLUTION

ESTABLISHMENT OF A FULL-TIME REGULAR GROUNDSKEEPER POSITION

WHEREAS, the James City County Department of General Services desires to provide outstanding grounds maintenance services to all County and Williamsburg-James City County (WJCC) school facilities; and

WHEREAS, a WJCC grounds employee has resigned and there is a continuing need for that position to provide the needed services; and

WHEREAS, the approved interagency agreement between James City County and WJCC Schools requires that school positions be replaced by County positions as they become vacant.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby establishes one full-time regular groundskeeper position in the Department of General Services effective March 1, 2014.

Mary K. Jones
Chairman, Board of Supervisors

ATTEST:

M. Douglas Powell
Clerk to the Board

	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
KENNEDY	_____	_____	_____
JONES	_____	_____	_____
MCGLENNON	_____	_____	_____
ONIZUK	_____	_____	_____
HIPPLE	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of February, 2014.

GrdKprPos-res