

A G E N D A
JAMES CITY COUNTY BOARD OF SUPERVISORS
REGULAR MEETING
County Government Center Board Room
101 Mounts Bay Road, Williamsburg, VA 23185
January 13, 2015
6:30 P.M.

A. CALL TO ORDER

B. ROLL CALL

C. MOMENT OF SILENCE

D. PLEDGE OF ALLEGIANCE

1. Pledge Leader – Lily Bolling, a 3rd grade student at Clara Byrd Baker Elementary School and a resident of the Berkeley District

E. PRESENTATIONS

F. PUBLIC COMMENT – Until 7 p.m.

G. CONSENT CALENDAR

1. Contract Award – Custodial Services, Williamsburg-James City County Courthouse - \$75,215
2. Grant Award – Marclay Road Airport Access - \$450,000
3. Service Agreement for Household Chemical Collection Services – Virginia Peninsulas Public Service Authority
4. Authorization for One Temporary Police Officer Overhire Position
5. Contract Award – Southpoint Regenerative Stormwater Conveyance System - \$258,329

H. PUBLIC HEARINGS

1. Pre-Budget Public Hearing – FY 2016 Budget
2. Case No. SUP-0017-2014, Williamsburg Unitarian Universalists Expansion

I. BOARD CONSIDERATION(s), REQUESTS AND DIRECTIVES

1. Exemption from County Real and Personal Property Taxes – Peninsula Pastoral Counseling Center – Deferred from December 9, 2014 meeting

J. REPORTS OF THE COUNTY ADMINISTRATOR

1. County Administrator's Report

K. PUBLIC COMMENT

L. CLOSED SESSION

1. Discussion of the Disposition of Property pursuant to Section 2.2-3711 (A) (3) of the Code of Virginia
2. 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. Community Action Agency

M. ADJOURNMENT – until 8:30 a.m. on January 24, 2015, for the BOS Retreat

MEMORANDUM

DATE: January 13, 2015
TO: The Board of Supervisors
FROM: Kitty Hall, Director of Purchasing
SUBJECT: Contract Award - Custodial Services, Williamsburg-James City County Courthouse - \$75,215

On February 12, 2014, a Request for Proposals (RFP) was issued to solicit competitive proposals from qualified firms to provide custodial services for the Williamsburg-James City County (W-JCC) Courthouse.

The Evaluation Committee was composed of staff members from the W-JCC Courthouse, the W-JCC Sheriff's Department, and the James City Service Authority. The RFP was publicly advertised and 13 proposals were received. The Committee interviewed five short-listed firms: Brooks & Brooks Services, Inc., A-1 Environmental, Redcoats, The A Plus Group, and Rock Solid Janitorial.

Based on the evaluation criteria listed in the RFP, the Evaluation Committee determined Rock Solid Janitorial was the most fully qualified firm and their proposal best suited the County's needs as defined in the RFP. A contract rate of \$75,215 was negotiated with Rock Solid Janitorial for the first year of custodial services. This contract is for one initial year with the option for four additional one-year renewal periods upon mutual agreement of both parties.

Staff recommends adoption of the attached resolution authorizing award of the contract for Custodial Services to Rock Solid Janitorial.

KH/nb
CA-CustodialSrvs-mem

Attachment

RESOLUTION

CONTRACT AWARD - CUSTODIAL SERVICES, WILLIAMSBURG-

JAMES CITY COUNTY COURTHOUSE - \$75,215

WHEREAS, a Request for Proposals (RFP) for Custodial Services was publicly advertised and staff reviewed proposals from 13 firms interested in performing the work; and

WHEREAS, funds are available in the FY 2015 budget for the purpose of providing custodial services; and

WHEREAS, upon evaluating the proposals, staff determined that Rock Solid Janitorial, Inc. was the most fully qualified and submitted the proposal that best suited the County's needs as presented in the RFP.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the contract award in the amount of \$75,215 and authorizes the County Administrator to execute a contract with Rock Solid Janitorial, Inc. for custodial services.

Michael J. Hipple
Chairman, Board of Supervisors

ATTEST:

Bryan J. Hill
Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 13th day of January, 2015.

CA-CustodialSrvs-res

M E M O R A N D U M

DATE: January 13, 2015

TO: The Board of Supervisors

FROM: Jason Purse, Zoning Administrator

SUBJECT: Grant Award - Marclay Road Airport Access - \$450,000

On March 22, 2011, the Board of Supervisors endorsed a resolution authorizing the submittal of a grant application, on behalf of the Williamsburg-Jamestown Airport, Inc., to the Commonwealth Transportation Board. The Williamsburg-Jamestown Airport applied for the grant to realign Marclay Road and to bring the road up to Virginia Department of Transportation (VDOT) design standards. These improvements will allow Marclay Road to be accepted into the public road system. The current entrance for Marclay Road will be discontinued for use by the airport, but will remain as a private driveway to serve Mr. Waltrip's property that fronts on Lake Powell Road. The realigned entrance will move to the other side of the residence and will curve around to connect with existing Marclay Road behind that property. The entire road will be widened and improved to meet VDOT design standards. VDOT awarded a grant totaling \$450,000 towards these improvements.

Originally, the project was going to be administered by the Williamsburg-Jamestown Airport; however, VDOT dictated that the project could not be coordinated by a private entity. James City County was willing to sponsor the grant, so long as no administrative duties or financial obligations were required. After the approval of the grant, it was determined that VDOT would ultimately administer the project. Because of this change, a number of new requirements were placed on the project. During the past three years, the project has been progressing, as all of the regulatory requirements were worked out between VDOT and the consultants for the Williamsburg-Jamestown Airport. The construction drawings have recently been approved and all of the necessary permits have been obtained.

VDOT has also now provided a final project cost estimate, based on the approved set of construction plans, of \$987,000. After subtracting the \$450,000 provided by VDOT, the total project cost requiring additional funding stands at \$537,000.

As mentioned above, the VDOT grant program requires that a local governmental authority apply for the grant on behalf of the group requesting the work. Because of this, VDOT requires that James City County be the body that is ultimately responsible for channeling the funding for the project. However, the Williamsburg-Jamestown Airport understands that they are responsible for providing the remaining funding required by VDOT.

Therefore, the Department of Aviation (DOAV) has partnered with Williamsburg-Jamestown Airport on a separate grant to cover the remainder of the project costs. DOAV currently has \$429,600 allocated towards the project. The Williamsburg-Jamestown Airport LLC has provided a deed of trust for the remaining matching funds in the amount of \$107,400. This means that the entire \$537,000 in funding is available to reimburse James City County expenditures on this project.

After James City County appropriates the money to VDOT and construction starts, DOAV will reimburse the County. Ultimately, James City County will be reimbursed for the entire project cost and will not be responsible for providing any funding. The County only serves as a pass through for the money from DOAV to VDOT.

Grant Award - Marclay Road Airport Access - \$450,000

January 13, 2015

Page 2

Staff recommends that the Board adopt the attached resolution to appropriate funds for the Marclay Road Airport Access Grant.

JP/gb

GA-AirportAccess-mem

Attachments:

1. Resolution
2. Department of Aviation Funding Letter
3. Reimbursement Agreement
4. Location Map
5. Resolution from March 22, 2011

RESOLUTION

GRANT AWARD - MARCLAY ROAD AIRPORT ACCESS - \$450,000

WHEREAS, in accordance with Commonwealth Transportation Board construction allocation procedures, the Virginia Department of Transportation (VDOT) has awarded James City County \$450,000 in Airport Access Grant funds; and

WHEREAS, the funds will be used for the realignment and improvements to Marclay Road to serve the Williamsburg-Jamestown Airport located off Lake Powell Road (Route 617); and

WHEREAS, estimated project costs total \$987,000, of which \$450,000 is provided by VDOT and the remaining \$537,000 provided by the Department of Aviation and the Williamsburg-Jamestown Airport, LLC.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the acceptance of this grant and the following budget appropriation to the Special Projects/Grants Fund.

Revenues:

Federal Revenues - Department of Aviation	\$429,600
Williamsburg Jamestown Airport, LLC	<u>107,400</u>
Total	<u>\$537,000</u>

Expenditure:

VDOT-Matching Funds - Marclay Road Realignment	<u>\$537,000</u>
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Michael J. Hipple
Chairman, Board of Supervisors

ATTEST:

Bryan J. Hill
Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 13th day of January, 2015.



COMMONWEALTH of VIRGINIA

Randall P. Burdette
Executive Director

Department of Aviation
5702 Gulfstream Road
Richmond, Virginia 23250-2422

V/TDD • (804) 236-3624
FAX • (804) 236-3635

ISO 9001:2008 Certified
IS-BAO Registered

July 21, 2014

Mr. Jason E. Purse
James City County
PO Box 8784
Williamsburg, VA 23187-8784

PLANNING DIVISION

JUL 23 2014

Re: Williamsburg-Jamestown Airport (JGG) Access Road Rehabilitation Funding

RECEIVED

Dear Mr. Purse:

The Virginia Department of Aviation (DOAV) understands the latest Virginia Department of Transportation (VDOT) estimate (6/30/2014) of total costs on the subject project is now \$987,000 and that the Commonwealth Transportation Board (CTB) has allocated \$450,000 toward the project as well.

The Virginia Department of Aviation has on hold \$429,600 in funds allocated by the Virginia Aviation Board (VAB) as an 80 percent match to local airport funds. The funds were approved on the condition that the owner of the airport, Williamsburg-Jamestown, Inc. (WJI), will match the VAB funds with \$107,400 of their own funds as a 20 percent match. DOAV also has authority to increase allocations up to ten (10) percent without revisiting the VAB should additional funds be necessary.

Please email (mike.swain@doav.virginia.gov) or call (804.236.3632, x114) if you should have any questions or comments.

Sincerely,

J. Michael Swain, P.E.
Manager, Engineering Section
Airport Services Division

Ec: Larry T. Waltrip – Williamsburg-Jamestown Airport



REIMBURSEMENT AGREEMENT

This REIMBURSEMENT AGREEMENT is made this ~~18~~ day of December 2014 between SHORT NECK, LLC, a Virginia limited liability company (“Short Neck”), and JAMES CITY COUNTY, VIRGINIA, a political subdivision of the Commonwealth of Virginia (the “County”).

RECITALS

WHEREAS, Short Neck and the County are involved in a project to rehabilitate the access road known as Marclay Road (the “Project”), which intersects Lake Powell Road and provides access to the Williamsburg/James City County Airport.

WHEREAS, the Virginia Department of Transportation (“VDOT”) has estimated that the Project will cost Nine Hundred and Eighty-Seven Thousand Dollars (\$987,000.00) (the “Funds”).

WHEREAS, prior to the invitation for bid and the commencement of construction of the Project, VDOT requires that the total amount of the Funds be submitted to VDOT.

WHEREAS, the Commonwealth Transportation Board and the Virginia Department of Aviation have allocated Eight Hundred Seventy-Nine Thousand and Six Hundred Dollars (\$879,600.00) collectively towards the Project.

WHEREAS, the County has agreed to advance the remaining cost of the Project, or One Hundred Seven Thousand and Four Hundred Dollars (\$107,400.00), to VDOT, subject to repayment by Short Neck. This advance will be reimbursed to the County within thirty (30) days of the completion of construction of the Project by Short Neck as determined by VDOT.

WHEREAS, in order to secure the advance of One Hundred and Seven Thousand and Four Hundred Dollars (\$107,400.00) by the County, Short Neck has agreed to secure its obligations under this Agreement with a Deed of Trust conveying an interest in property located at 20 Marclay Road, Williamsburg, Virginia 23185 to the County (the “Property”).

WHEREAS, as of July 1, 2014, the Property was assessed at Four Hundred Sixty-Seven Thousand and Eight Hundred Dollars (\$467,800.00).

WHEREAS, pursuant to Paragraph 4.2 of the Operating Agreement (the “Operating Agreement”) of Short Neck, Larry T. Waltrip is the sole member of Short Neck. A copy of the Operating Agreement is attached herewith and labeled Exhibit “A.”

WHEREAS, pursuant to Paragraph 4.1 of the Operating Agreement, Larry T. Waltrip, as the sole member of Short Neck, has the power to manage and control the business and affairs of Short Neck.

WHEREAS, Short Neck is a Virginia limited liability company which is active and in good standing.

NOW THEREFORE, FOR VALUE RECEIVED, the parties hereby agree as follows:

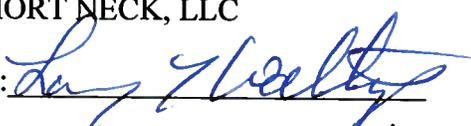
1. Upon execution of this Agreement by the parties and recordation of the Deed of Trust, the County agrees to advance the remaining cost of the Project, or One Hundred Seven Thousand and Four Hundred Dollars (\$107,400.00), to VDOT (the "Advance"). The obligations of Short Neck under this Agreement shall be secured by a Deed of Trust of even date herewith from Short Neck to Adam R. Kinsman and Bryan J. Hill, as Trustees, for the benefit of the County in the form attached hereto as Exhibit B.

2. Short Neck shall reimburse the Advance to the County within thirty (30) days of the completion of construction of the Project by Short Neck as determined by VDOT. All payments due under this Agreement shall be paid to James City County Treasurer, 101-B Mounts Bay Road, James City County, Virginia 23185, or such other place as the County may designate in writing.

3. Should Short Neck fail to make timely payment under this Agreement to the County, Short Neck shall be in default hereunder and the County shall have all remedies available to it at law and under the Deed of Trust.

WITNESS the following signatures:

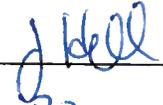
SHORT NECK, LLC

By: 

Name: Larry T. Waltrip

Title: Manager

JAMES CITY COUNTY, VIRGINIA

By: 

Name: Bryan Hill

Title: County ADM

Marclay Road re-alignment Airport Access

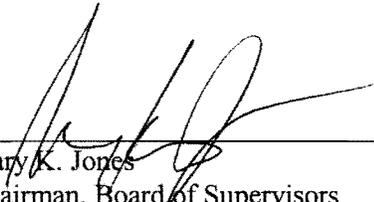


RESOLUTION

MARCLAY ROAD AIRPORT ACCESS GRANT APPLICATION ENDORSEMENT

- WHEREAS, Williamsburg-Jamestown Airport, Inc. owns property located at 3 Marclay Road and identified as James City County Real Estate Tax Map Parcel No. 4820100004 (the "Property") in the County of James City, Virginia and will soon enter into a firm contract to improve the access road (the "Access Road") to the airport facilities on the Property; and
- WHEREAS, this Access Road improvements will involve the expenditure of approximately \$600,000; and
- WHEREAS, operations are expected to begin at this Access Road on or about August 2011; and
- WHEREAS, the existing public road network does not provide for adequate access to the airport and it is deemed necessary that improvements be made to Marclay Road (the "Road Project") and
- WHEREAS, the County of James City (the "County") hereby guarantees that the necessary environmental analysis, mitigation, fee simple right-of-way, and utility relocations or adjustments, if necessary, for the Road Project will be provided at no cost to the Virginia Department of Transportation ("VDOT"); and
- WHEREAS, the County acknowledges that no land disturbing activities may occur within the limits of the Road Project prior to appropriate notification from VDOT; and
- WHEREAS, the County hereby guarantees that all ineligible Road Project costs and all costs exceeding the allocation from the Airport Access Program will be provided from sources other than those administered by VDOT; and
- WHEREAS, the Board of Supervisors of the County endorses the grant application conditioned upon the Williamsburg-Jamestown Airport, Inc. entering into an agreement (the "Agreement") with the County upon terms acceptable to the County Administrator which shall, at a minimum, guarantee that Williamsburg-Jamestown Airport, Inc. will pay to the County the entire required match amount, which Agreement shall be secured by surety in a form and amount acceptable to the County Attorney.
- NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby requests that the Commonwealth Transportation Board provide Airport Access Program funding to provide an improved access road to this airport facility.
- BE IT FURTHER RESOLVED that the Board of Supervisors of James City County hereby authorizes the County Administrator to execute any and all documents necessary to secure the funding sought through the Airport Access Program and further authorizes the County Administrator to execute the Agreement with Williamsburg-Jamestown Airport, Inc.

BE IT FURTHER RESOLVED that the Board of Supervisors of James City County hereby agrees that the new roadway so constructed will be added to and become a part of the road system of the secondary system of highways.



Mary K. Jones
Chairman, Board of Supervisors

ATTEST:


Robert C. Middaugh
Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
KENNEDY	AYE
GOODSON	AYE
MCGLENNON	AYE
ICENHOUR	AYE
JONES	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 22nd day of March, 2011.

AirptAcesGrant_res

MEMORANDUM

DATE: January 13, 2015

TO: The Board of Supervisors

FROM: John T. P. Horne, General Services Director

SUBJECT: Service Agreement for Household Chemical Collection Services – Virginia Peninsulas Public Service Authority

Attached is a memorandum and service agreement from the Virginia Peninsulas Public Service Authority (VPPSA) for Household Chemical Collection Services. This agreement sets the terms for services provided by VPPSA to collect household chemicals at collection events starting in February 2015. VPPSA has provided this service successfully since 2005 and has performed in a satisfactory manner. The budget for the program is included in the General Services FY 15 and 16 operating budget. Overall costs should be similar to previous years, with some types of costs actually decreasing slightly. The VPPSA Board of Directors, with County representation, has approved the agreement and it needs to be approved by the County for services to continue past January 2015.

Staff recommends approval of the attached resolution authorizing the County Administrator to sign the service agreement.

JTPH/nb
AgreementVPPSA-mem

- Attachments
1. Letter from VPPSA
 2. Service Agreement

RESOLUTION

SERVICE AGREEMENT FOR HOUSEHOLD CHEMICAL COLLECTION SERVICES –

VIRGINIA PENINSULAS PUBLIC SERVICE AUTHORITY

WHEREAS, the Virginia Peninsulas Public Service Authority (VPPSA) provides services to James City County for collection of Household Chemicals; and

WHEREAS, VPPSA provides these services through a service agreement with the County; and

WHEREAS, it is necessary to approve a service agreement to cover the FY 15 program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the County Administrator to sign the Household Chemical Collection service agreement between the County and VPPSA.

Michael J. Hipple
Chairman, Board of Supervisors

ATTEST:

Bryan J. Hill
Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 13th day of January, 2015.

AgreemtVPPSA-res



Virginia Peninsulas Public Service Authority

December 16, 2014

Memorandum to: John Horne
From: Stephen B. Geissler 
Subject: Household Chemical Collection Service Agreement

In response to a Request for Proposals issued by VPPSA, proposals to provide household chemical collection services were received from the following:

Care Environmental Corp.	Landing, New Jersey
Clean Harbors Environmental Services	West Point, Virginia
ECOFLO, Inc	Greensboro, North Carolina
MXI Environmental Services	Abingdon, Virginia

VPPSA staff reviewed the proposals based on the evaluation and selection criteria set forth in the RFP. As a result of the review, VPPSA staff recommended the selection of Clean Harbors Environmental Services.

At its regular meeting held on December 5, 2014, the VPPSA Board of Directors approved an agreement between VPPSA and Clean Harbors for household chemical collection services to be provided to the cities of Hampton, Poquoson and Williamsburg and the counties of James City and York. In addition, the Board also approved a Service agreement between VPPSA and the County of James City.

Clean Harbors has provided household chemical collection services to the five cities and counties through agreements with VPPSA since May 1997. The agreement between VPPSA and Clean Harbors, approved at the December 5, 2014, meeting is essentially the same agreement between VPPSA and Clean Harbors which was executed in February 2010. The most notable change is a reduction in many of the unit costs. The proposed service agreement between VPPSA and the County is essentially the same agreement approved by the James City County Board of Supervisors in February 2005 and February 2010.

With approval of the Service Agreement between VPPSA and James City County, household chemical collection services can be provided to the citizens of the County without interruption.

Please contact me if you have any questions or if you need additional information.



**HOUSEHOLD CHEMICAL COLLECTION
SERVICE AGREEMENT**

This Household Chemical Collection Service Agreement is made this _____ day of _____, 2015, between the Virginia Peninsulas Public Service Authority, a political subdivision of the Commonwealth of Virginia formed under the Virginia Waste and Waste Authorities Act, Va. Code §15.2-1500, et seq. (the "Act"), and the County of James City, a political subdivision of the Commonwealth of Virginia (the "Community").

RECITALS

- A. The Authority was formed for the purpose of developing regional refuse collection, waste reduction and disposal alternatives with the ultimate goal of acquiring, financing, constructing and/or operating and maintaining a regional residential, commercial and industrial garbage and refuse collection and disposal system or systems.
- B. The member jurisdictions of the Authority are the cities of Hampton, Poquoson, and Williamsburg and the counties of Essex, James City, King and Queen, King William, Mathews, Middlesex and York.
- C. The Community desires to retain the Authority as an independent contractor to provide Household Chemical Collection Services for the Community. The Community and the Authority are entering into this Agreement to set forth the rights, duties, and obligations of the parties with respect to the collection of household chemicals.

AGREEMENT

NOW, THEREFORE, the parties hereto hereby agree as follows:

**ARTICLE I
DEFINITIONS**

Unless otherwise defined, each capitalized term used in this Agreement shall have the meaning set forth below.

Acceptable Materials: Shall mean residential household maintenance products, automotive products, lawn and garden products, household cleaning products, paint related materials, waste fuels and solvents, small quantities of unknown materials (up to one gallon), and other miscellaneous household chemicals.

Act: Shall mean the Virginia Water and Waste Authorities Act, VA Code §15.2-1500, et. Seq. (the "Act").

Agreement for Household Chemical Collection Service: Shall mean the agreement between the Authority and Clean Harbors Environmental Services, Inc. dated December 5, 2014.

Applicable Law: Shall mean any law, regulation, requirement (including but not limited to permit and governmental approval requirements) or order of any local, state or federal agency, court or other governmental body, applicable from time to time to the performance of any obligations under any agreement entered into in connection herewith.

Collection Sites: Shall mean the locations throughout the service area where citizens will deliver Acceptable Materials. The Collection Sites shall be the Warhill High School parking lot, or other sites as mutually agreed by the Authority and the Community.

Disposal Costs: Shall mean all costs paid by the Authority for the Household Chemical Collection Services provided by Clean Harbors Environmental Services, Inc. and costs for disposal of solid wastes at a Landfill.

Disposal Fees: Shall mean the amount payable by the Community to the Authority for disposal of Acceptable Materials and solid waste.

Fiscal Year: Shall mean the period from July 1 of one year to June 30 of the next year.

Household Chemical Collection Services: Shall mean receipt and packaging of household chemicals by the Authority and transportation and disposal by Clean Harbors Environmental Services, Inc. for the term of the Agreement.

Landfill: Shall mean any landfill which the Authority has contracted for disposal:

Operating Costs: Shall mean all actual costs of the Authority properly allocable to providing Household Chemical Collection Services including, but not limited to:

1. Salaries and fringe benefits of employees;
2. Utilities, fuel, equipment (including but not limited to trucks and heavy equipment) tools and supplies;
3. Engineering, testing, and consulting costs for design and operation, testing, and monitoring;
4. All costs for compliance with all permit conditions and compliance with Applicable Law;
5. Legal costs incurred in connection with the zoning and permitting of Collection Sites and providing Household Chemical Collection Services.
6. Insurance costs and the costs of bonds, letters of credit, escrows or other financial assurance or allowance for environmental monitoring and assurance, or property value guarantees or for compliance with Applicable Law;
7. Capital Expenditures necessary for compliance with Applicable Law, Capital Expenditures necessary for normal maintenance and reasonable periodic expansion of the services to be provided to the Community and Capital Expenditures incurred in connection with Uncontrollable Circumstances;
8. Purchase, lease or least/purchase, and maintenance costs of equipment;
9. All taxes, including but not limited to those on real property, equipment or income);
10. All accounting and bookkeeping fees and charges;
11. All collection costs;
12. All costs for transportation and disposal of solid waste to a Landfill;
13. All amounts required to fund any operating reserve or equipment replacement reserve fund created by the Authority; and overhead cost of the Authority allocated to this project by the Board of the Authority in accordance with the Authority's Articles of Incorporation and established policy.

Operating Fee: Shall mean the amount payable by the Community to the Authority for operating the Household Chemical Collection Services.

Participating Community: Shall mean the cities of Hampton, Poquoson and Williamsburg and the counties of James City and York.

Start-Up Date: Shall mean the date the services will begin – February 14, 2015.

Unacceptable Materials: Shall mean radioactive waste including smoke detectors; asbestos; explosives including gun powder, flares, ammunition; business or commercial waste; pressurized fire extinguishers, gas cylinders, and other pressurized containers; substances regulated by the Drug Enforcement Agency; large quantities (over one gallon) of unknown materials.

Uncontrollable Circumstance: Shall mean any event or condition, whether affecting Clean Harbors Environmental Services, Inc., the Community, or the Authority, that interferes with the performance required hereunder, if such event or condition is beyond the reasonable control, and not the result of willful action of the party relying thereon as justification for any non-performance including but not limited to an act of God, storm, flood, landslide, earthquake, fire or other casualty, war, blockade, insurrection, riot, the order or judgment of any local, state, or federal court, administrative agency or governmental officer or body, a strike, lockout, or other similar labor action.

ARTICLE II

TERM

The term of this Agreement shall begin on the Start-Up Date and coincide with the Term of the Agreement for Household Chemical Collection Services.

ARTICLE III

HOUSEHOLD CHEMICAL COLLECTION

Section 3.1. Authority as Service Provider: The Community hereby retains the Authority to provide Household Chemical Collection Services, and the Authority hereby agrees to provide Household Chemical Collection Services in accordance with and subject to the terms and conditions of this Agreement and the Agreement for Household Chemical Collection Services.

Section 3.2. Use of Contractor: The Community and the Authority hereby agree that the Authority will use a contractor, Clean Harbors Environmental Services, Inc., to provide disposal services.

Section 3.3. Collection Site: The Community and the Authority hereby agree that the Authority will use the Collection Site on property owned by the Community to provide the services described herein. The Community agrees to provide access to the Collection Site to permit the Authority to provide the services described herein.

Section 3.4. Acceptance and Disposal: Beginning on the Start-Up Date and continuing throughout the term of this Agreement, the Authority agrees to provide Household Chemical Collection Services for all Acceptable Materials delivered to the Collection Sites in accordance with the terms of this Agreement and to provide for disposal of such Acceptable Materials delivered to and accepted by it in accordance with Applicable Law, unless an Uncontrollable Circumstance renders the Collection Site or Clean Harbor's facility or any significant portion thereof, inoperable. In such event, the Authority will use its best efforts to provide for acceptance and disposal of Acceptable Materials at an alternative facility, until the Collection Site or Clean Harbor's facility, is again operable. The Community retains title to Acceptable Material until such time as accepted by Clean Harbors.

Section 3.5. Use of Collection Sites by Other Communities: The Community agrees that users from all of the Participating Communities may use the Collection Site. The Authority agrees to identify and record the community of origin for each user of the Collection Site for the purposes of allocating the Disposal Costs.

Section 3.6. Unacceptable Material: The Authority shall never be deemed to have taken title to Unacceptable Material.

Section 3.7. Disposal of Unacceptable Material: The Authority will use its best efforts not to permit the unloading of Unacceptable Material at the Collection Sites and the Authority shall notify any person delivering Unacceptable Material to the Collection Sites that such Unacceptable Materials cannot be disposed of at the Collection Sites and that such person must promptly cause the Unacceptable Material to

be removed from the Collection Sites and disposed of in accordance with Applicable Law. In the event that Unacceptable Materials are found at the Collection Site, the Authority shall make efforts to properly dispose of the Unacceptable Materials. The Communities using the Collection Site, however, shall be responsible for the actual costs and expenses of removing and disposing of such Unacceptable Material and for any fines, penalties, expenses or liabilities imposed on the Community or Authority resulting from the deposit of such Unacceptable Material at the Collection Sites; provided, however, the Community shall be given the opportunity to participate in and defend any action seeking to impose a fine, penalty or liability. If such Unacceptable Material can be identified as being delivered from one particular community, then that community shall be responsible for the actual costs and expenses as described herein.

Section 3.8. Operation and Maintenance: The Authority shall operate and maintain the Collection Sites in accordance with Applicable Laws and shall furnish or cause to be furnished all labor, tools, utilities, and equipment necessary for the safe and efficient operation of the Collection Sites.

The Authority shall provide training of all Authority employees who will provide the services. The Authority will provide all labor, tools, and equipment necessary to maintain the containers and associated equipment in good working condition.

Section 3.9. Insurance: Regarding the existence and operation of the Collection Site on property owned by the Community, the Authority will be named as an additional insured on the Community's general liability insurance. The Community agrees to waive the right of subrogation against the Authority in regard to any liability associated with existence and operation of the Collection Site.

ARTICLE IV

PAYMENTS

Section 4.1. Annual Budget: The Authority shall provide to the Community its annual budget for the Household Chemical Collection Services for each upcoming Fiscal Year ("Annual Budget") as part of the regular budget preparation for all Authority operations. The Annual Budget shall set forth the budgeted Operating Costs for such Fiscal Year, itemizing each category of expenditure and the method of allocating any

item of expenditure applicable to more than one community. The Annual Budget shall also set forth the budgeted Disposal Costs for such Fiscal Year. The Authority shall also provide Operating Costs and Disposal Costs for the then current Fiscal Year. The Annual Budget for an upcoming Fiscal Year and any amendments thereto shall not be effective and no expenditures shall be made by the Authority under the proposed Annual Budget unless and until such Annual Budget and any amendments have been approved by the Board of the Authority. The Authority shall continue operating within the expenditure levels approved under the Annual Budget for the immediately preceding Fiscal Year until such time as a new Annual Budget is approved.

Section 4.2. Operating Fees: The Authority shall charge the Community an annual Operating Fee in an amount equal to the budgeted annual Operating Costs for the Fiscal Year in question, payable in equal quarterly installments or as otherwise agreed between the Authority and the Community. If at any time during the Fiscal Year the Authority determines that actual Operating Costs will exceed Operating Fees, the Authority shall amend the Annual Budget to reflect such increase in Operating Costs and adjust the Operating Fees to cover such increase.

Section 4.3. Disposal Fees: The Authority shall charge the Community Disposal Fees in an amount equal to the actual Disposal Costs incurred and invoiced to the Authority in accordance with the Agreement for Household Chemical Collection Services. If more than one Community has delivered Acceptable Materials to the Collection Site over the invoice period, the Disposal Costs will be prorated to the Community based on the number of vehicles using the Collection Site during the invoice period.

If at any time during the Fiscal Year the Authority determines that actual Disposal Costs will exceed Disposal Fees, the Authority shall amend the Annual Budget to reflect such increases in Disposal Costs and adjust the Disposal Fees to cover such increases.

Section 4.4. Payments: The Authority shall invoice the Community in advance on a quarterly basis for an amount equal to one-quarter (1/4) of the estimate annual Operating and Disposal Fees for the Fiscal Year payable hereunder. Such invoices shall be due and payable within thirty (30) days of receipt or as otherwise agreed between the Authority and the Community.

Section 4.5. Nature of Payments: Payments of Operating and Disposal Fees hereunder are payments by the Community for services rendered and the obligation to make such payments does not constitute a debt of the Community for purposes of constitutional, statutory or charter limitations.

The parties hereto acknowledge that the Board of Supervisors of the Community is not empowered to make any binding commitment to make the appropriations described herein in future fiscal years. Nothing herein is or shall be deemed to be a lending of the credit of the Community to the Authority, Clean Harbors Environmental Services, Inc., or to any other person or entity. Nothing herein contained shall be deemed to be a pledge of the faith and credit or the taxing power of the Community. Notwithstanding any other provision of this Agreement, nothing herein contained shall bind or obligate the Board of Supervisors of the Community to appropriate funds to the Authority for the purposes described herein nor shall any provision of this Agreement give the Authority, Clean Harbors Environmental Services, Inc., or any other person or entity any legal right to enforce the terms of this Article IV against the Community or the Board of Supervisors of the Community except for termination of this Agreement in accordance with Article VI hereof.

Section 4.6. Annual Reports: The Authority shall deliver to the Community, within 120 days of the end of the Fiscal Year, an annual report accompanied by a certificate from a certified public accountant setting forth a statement of actual Operating and Disposal Costs for the Fiscal Year and of Operating Fees and Disposal Fees received by the Authority and any excess or deficit of Operating and Disposal Fees over Operating and Disposal Costs. If there is an excess of Operating Fees over Operating and Disposal Costs for the Fiscal Year, the Authority will apply that excess to the then current Fiscal Year's Operating or Disposal Costs or held in reserve as directed by the Authority Board of Directors. The Authority agrees to apply the Operating Fee solely to pay Operating Costs and the Disposal Fee to pay Disposal Costs, unless otherwise approved in advance by the Community. The Community shall be responsible for establishing and collecting whatever fees, if any, it determines to charge for the use of the Collection Sites.

Section 4.7. Books and Records: The Authority shall maintain all books, records and accounts necessary to record all matters affecting the Operating and Disposal Costs and Operating and Disposal Fees, or other amounts payable by or to the Community and the Authority under this Agreement. All such books, records and accounts shall be maintained in accordance with generally accepted accounting principles; shall accurately, fairly and in reasonable detail reflect all the Authority's dealings and transactions under this Agreement; and shall be sufficient to enable those dealings and transactions to be audited in accordance with generally accepted accounting principles. All such books, records and accounts shall be available for inspection and photocopying by the Participating Communities on reasonable notice so that they can verify Operating and Disposal Costs or other amounts payable under this Agreement. All such books, records and accounts shall be kept by the Authority for at least six years (or any longer period required by Applicable Law).

ARTICLE V

ADDITIONAL AGREEMENTS

Section 5.1. Right of Access: Representatives of the Community shall have reasonable access to the Collection Sites to monitor the Authority's compliance with the terms hereof.

Section 5.2. Notification: The Authority and the Community agree that either party shall promptly furnish to the other party a copy of any notice or order of any governmental authority asserting that the Household Chemical Collection operation is not in compliance with any Applicable Law.

Section 5.3. Equal Opportunity: During the performance of this contract, the Authority agrees as follows:

1. The Authority will not discriminate against any employee or applicant for employment because of age, disability, race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Authority. The Authority agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

2. The Authority, in all solicitations or advertisements for employees placed by or on behalf of the Authority, will state that such Authority is an equal opportunity employer.
3. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
4. The Authority will include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Section 5.4. Drug Free Workplace: During the performance of this contract, the Authority agrees as follows:

1. The Authority will provide a drug-free workplace for the Authority's employees.
2. Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition.
3. State in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and
4. Include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Section 5.4. Immigration Law: During the performance of this contract, the Authority shall not knowingly employ an unauthorized alien as defined in the federal Immigration and Control Act of 1986.

ARTICLE VI

TERMINATION AND DEFAULTS

Section 6.1. Termination: This Agreement may be terminated by either party hereto upon twelve (12) months prior written notice to the other. In the event of termination, the Community shall continue to make payments for Operating Fees and Disposal Costs until the date of termination.

Section 6.2. Defaults: Each of the following shall constitute an Event of Default hereunder:

1. Failure by the Community to pay any amount due hereunder when due;
2. Breach by either party of any other term or condition hereof which breach is not remedied within thirty (30) days of the giving of notice of such breach by the non-defaulting party; provided, however, that if the defaulting party has commenced action to cure such default within such thirty (30-) period and thereafter diligently pursues such cure to completion, such party shall not be deemed to have defaulted hereunder.

Section 6.3. Remedies: If an Event of Default by either party has occurred and is continuing, the non-defaulting party, in addition to any other remedies it may have at law or in equity, may immediately terminate this Agreement.

ARTICLE VII MISCELLANEOUS

Section 7.1. Entire Agreement; Amendments: This Agreement represents the entire and integrated agreement between the Authority and the Community and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by a written agreement signed by the Authority and the Community.

Section 7.2. Assignment: No assignment of this Agreement, or any right occurring under this Agreement, shall be made in whole or partly by either party without the other party's express written consent.

Section 7.3. Partnership: Nothing herein shall be construed to constitute a joint venture between the Authority and any Community or the formation of a partnership.

Section 7.4. Severability of Invalid Provisions: If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or

sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section had not been contained in it.

Section 7.5. Notices: All notices, invoices, certificates, requests or other communications under this Agreement must be in writing and will be deemed given, unless otherwise required, when mailed by first-class mail, postage prepaid, to the address set forth below:

If to the Authority:
Virginia Peninsulas Public Service Authority
Attention Executive Director
475 McLaws Circle, Suite 3B
Williamsburg, Virginia 23185

If to the Community:
James City County
Attention County Administrator
P.O. Box 8784
Williamsburg, Virginia 23187

The parties may be notice given under this Section, designate such other addresses as they may deem appropriate for the receipt of notices under this Agreement. If, by reason of the suspension of or irregularities in regular mail service, it is impractical to mail notice of any event when notice is required to be given, then any manner of giving notice which is satisfactory to the intended recipient will be deemed to be sufficient.

Section 7.6. Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

The signatories to this Agreement have been lawfully authorized by their principals to execute this Agreement.

VIRGINIA PENINSULAS PUBLIC
SERVICE AUTHORITY

By: 

Title: Executive Director

COUNTY OF JAMES CITY

By: _____

Title: _____

MEMORANDUM

DATE: January 13, 2015
TO: The Board of Supervisors
FROM: Bradley J. Rinehimer, Police Chief
SUBJECT: Authorization for One Temporary Police Officer Overhire Position

A James City County Police Officer is being deployed by the military and on orders from March 26 - December 2, 2015. He also has three weeks of pre-deployment training from February 2 – 22, 2015. The combined period of his absence will be approximately nine months. Reduced staffing within the Police Department adversely affects service delivery, especially in Patrol. Financial and Management Services (FMS) confirmed that funding exists within the current Police Department budget to pay for a temporary full-time regular Police Officer overhire position through June 30, 2015. It is anticipated that there will be funding available in the FY 16 budget due to turnover throughout the year.

When the employee returns to full-time employment in December 2015 and the Police Department is fully staffed, the overhire position will remain in effect until a Police Officer vacancy occurs. At that time the overhire will transition into the vacancy and the overhire position will be eliminated. If a vacancy already exists at that time, the overhire position will be eliminated.

I recommend adoption of the attached resolution to create a temporary full-time regular Police Officer overhire position.

BJR/gb
TempPolOfr-mem

Attachment

RESOLUTION

AUTHORIZATION FOR ONE TEMPORARY POLICE OFFICER OVERHIRE POSITION

WHEREAS, a police officer has military training from February 2-22, 2015, and is then being deployed by the military and on orders from March 26 until December 2, 2015; and

WHEREAS, the reduced staffing of patrol officers within the Police Department adversely affects service delivery; and

WHEREAS, funds are available within the existing Police Department FY 15 and FY 16 budgets to create a temporary overhire position.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby establishes one full-time regular Police Officer overhire position. The overhire will remain in effect until the deployed officer returns and a Police Officer vacancy occurs, at which time the overhire will transition into the vacancy.

Michael J. Hipple
Chairman, Board of Supervisors

ATTEST:

Bryan J. Hill
Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 13th day of January, 2015.

TempPolOfr-res

M E M O R A N D U M

DATE: January 13, 2015

TO: The Board of Supervisors

FROM: Darryl E. Cook, Stormwater Engineer
John T. P. Horne, General Services Director

SUBJECT: Contract Award – Southpoint Regenerative Stormwater Conveyance System – \$258,329

This project involves the construction of a regenerative stormwater conveyance system to stabilize an existing eroded headcut in the Kingspoint neighborhood. The project will stop the existing severe erosion problem and provide water quality treatment for a subdivision which currently has no stormwater management facilities, thereby helping the County meet its stormwater permit requirements. Construction of the system will reduce the discharge of phosphorus from the site by 12.39 pounds. The total amount of phosphorus pollution reduction credit required countywide will be determined as part of the County’s Chesapeake Bay Total Maximum Daily Load (TMDL) Action Plan, which will be completed by June 30, 2015.

This project consists of installing a rock cascade followed by a series of three regenerative step pools that are designed to convert surface stormwater flow to shallow groundwater flow through surface pools and a subsurface sand seepage filter. The system is designed to safely convey and treat the quality of stormwater runoff. A similar technique has been used at another stream restoration project performed by the County. The conveyance system will be located in an existing County easement on the property.

The Stormwater Division, in consultation with the Purchasing office, determined that the bid under a Cooperative Contract submitted by Centennial Contractors Enterprises in the amount of \$258,329 is a fair and reasonable price. Previously authorized Capital Improvements Program budget funds and Stormwater Local Assistance Funds are available to fund this project.

Staff recommends adoption of the attached resolution authorizing the contract award to Centennial Contractors Enterprises, Inc.

DEC/nb
Southpoint-mem

- Attachments
1. Resolution
 2. Map

RESOLUTION

CONTRACT AWARD – SOUTHPPOINT REGENERATIVE

STORMWATER CONVEYANCE SYSTEM – \$258,329

WHEREAS, the James City County Stormwater Division received a competitive bid under a Cooperative Contract for the Southpoint Regenerative Stormwater Conveyance System located at 216 Southpoint Drive; and

WHEREAS, it has been determined by the Stormwater Division, in consultation with the Purchasing office, that the bid submitted by Centennial Contractors Enterprises, Inc. in the amount of \$258,329 is a fair and reasonable price; and

WHEREAS, previously authorized Capital Improvements Program budget funds and Stormwater Local Assistance Funds are available to fund this project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the contract award in the amount of \$258,329 with Centennial Contractors Enterprises, Inc. for Southpoint Regenerative Stormwater Conveyance System project.

Michael J. Hipple
Chairman, Board of Supervisors

ATTEST:

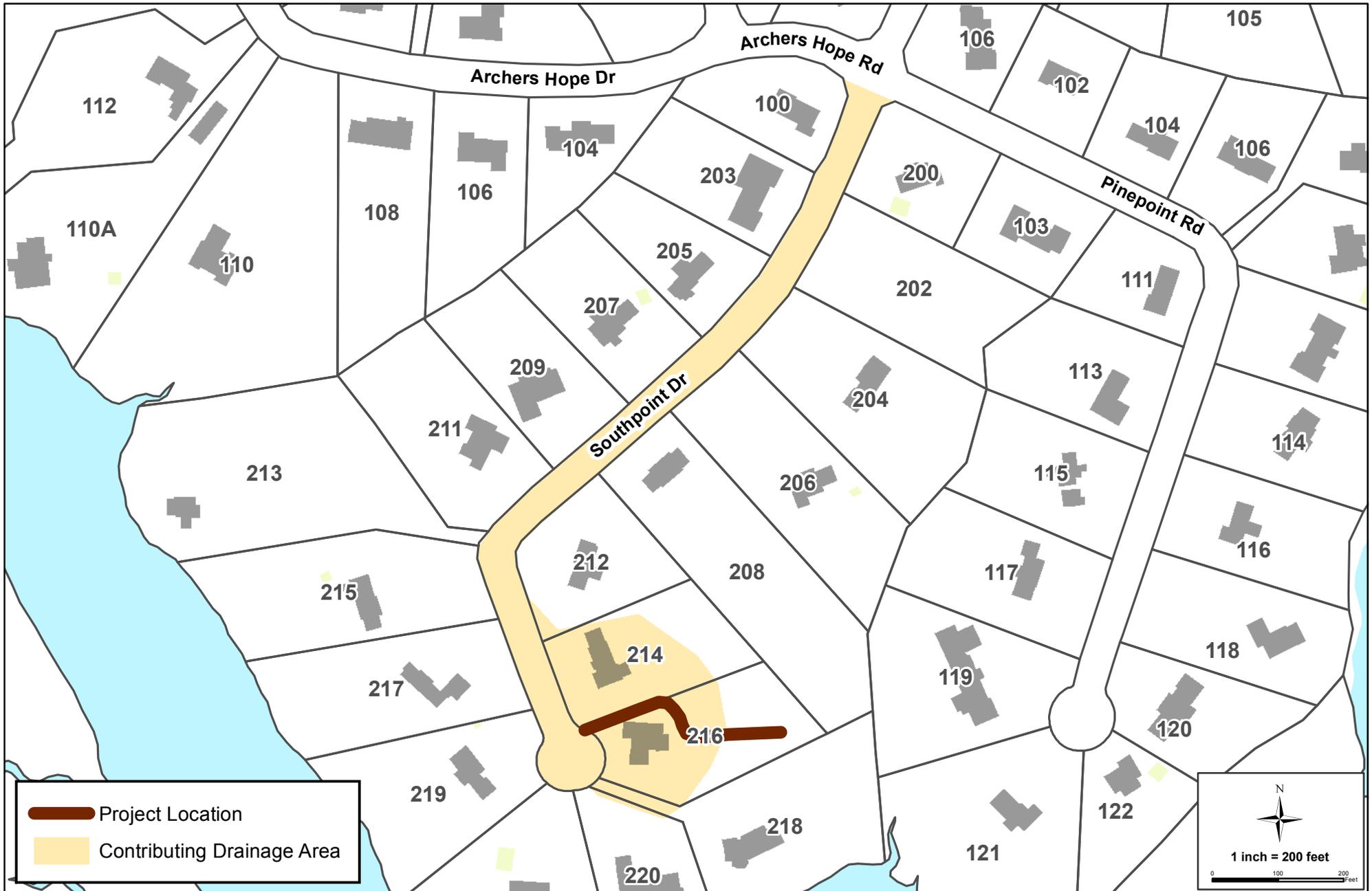
Bryan J. Hill
Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 13th day of January, 2015.

Southpoint-res

Regenerative Stormwater Outfall 216 Southpoint Drive



MEMORANDUM

DATE: January 13, 2015

TO: The Board of Supervisors

FROM: Suzanne R. Mellen, Assistant Director of Financial and Management Services

SUBJECT: Pre-Budget Public Hearing - FY 2016 Budget

The purpose of this public hearing is to invite comments and suggestions from citizens for the upcoming County Budget. The comments and suggestions made at this pre-budget Public Hearing will help guide staff in preparing a budget proposal for the Board's review in April. No Board action is requested at this time.

SRM/nb
PH-2016Bud-mem

**SPECIAL USE PERMIT-0017-2014. Williamsburg Unitarian Universalists Expansion
Staff Report for the January 13, 2015, Board of Supervisors Public Hearing**

This staff report is prepared by the James City County Planning Division to provide information to the Planning Commission and Board of Supervisors to assist them in making a recommendation on this application. It may be useful to members of the general public interested in this application.

PUBLIC HEARINGS

Planning Commission:
Board of Supervisors:

Building F Board Room; County Government Complex

December 3, 2014, 7:00 p.m.
January 13, 2015, 7:00 p.m.

SUMMARY FACTS

Applicant: Mr. James Peters, AES Consulting Engineers
Land Owners: Williamsburg Unitarian Universalists
Proposal: To expand the building and parking area of an existing house of worship
Location: 3051 and 3041 Ironbound Road
Tax Map/Parcel Nos.: 4710100065A and 4710100066
Project Acreage: +/- 6.14 and 1.75 acres, respectively
Zoning: R-8, Rural Residential
Comprehensive Plan: Low Density Residential
Primary Service Area: Inside

STAFF RECOMMENDATION

Staff finds the proposal to be compatible with surrounding development and consistent with the 2009 Comprehensive Plan and zoning ordinance. Staff recommends the James City County Board of Supervisors approve this application subject to the conditions detailed in the attached resolution.

Staff Contact: Leanne Pollock, Senior Planner II Phone: 253-6876

PLANNING COMMISSION RECOMMENDATION

The Planning Commission recommended approval of this Special Use Permit (SUP) application and the proposed conditions at its December 3, 2014 meeting by a vote of 6-0 (absent: Drummond).

Proposed Changes Made Since the Planning Commission Meeting

There has been one minor change since the Planning Commission meeting to amend Condition No. 16 to specifically reference the County’s Stormwater Management Facility Inspection Report. The report outlines the identified deficiencies in the existing stormwater facility that will need to be resolved as part of the site plan for the first phase of the expansion.

PROJECT DESCRIPTION

Mr. James Peters of AES Consulting Engineers has applied for an SUP in order to bring an existing legally non-conforming house of worship into compliance with the R-8, Rural Residential Zoning Ordinance and to expand the building and parking areas. The expansion is proposed to be completed in phases, with the first phase including an approximately 8,500-square-foot addition to add an administration and education wing, playground, upgrades to stormwater management facilities, and parking (as shown on Sheet A02 of the Master Plan). The chart below summarizes the existing and proposed building square footages.

Portion of Site	Existing Square Footage	Phase I – Total Proposed Square Footage	Future Phases – Total Proposed Square Footage
Parker House	1,064	1,064	0
FAHS House	1,417	1,417	1,417
Sanctuary, Education/Administration Wing, Fellowship Wing	5,021	13,500	22,500
TOTAL	7,502	15,981	23,917

Two existing houses (the Parker House and the FAHS House) located at the front of the property are proposed to remain. The FAHS House will be used for administrative/education use and the Parker House will be used either for administration/education or as a single-family dwelling. Future phases will include an additional 9,000-square-foot expansion for a fellowship wing, more administrative and educational space, about a 100-seat expansion to the sanctuary, parking, and possibly a second entrance on Ironbound Road. These improvements are shown on the full proposed master plan on Sheet A03. The church currently does not have a timeline or funding for these future phases of expansion.

The project is located near Five Forks and is immediately adjacent to Clara Byrd Baker Elementary School, Chanco's Grant, and other existing residential homes. Clara Byrd Baker is zoned PL, Public Lands, and is designated as Federal, State and County Land on the 2009 Comprehensive Plan. Other surrounding properties are zoned R-8, Rural Residential, and designated Low Density Residential. Staff received one email from a nearby property owner, which is provided as Attachment No. 4.

PUBLIC IMPACTS

Archaeology

Portions of the property are currently developed; however, it does not appear that an archaeological survey has been conducted on the property. Given its proximity to other located archaeological resources, a condition is proposed that will require a survey prior to the issuance of a land disturbance permit for any new expansion or construction.

Engineering and Resource Protection

Watershed: Powhatan Creek

Staff Comments: Portions of the property were previously cleared and developed and there is an existing conservation easement over portions of the property located in environmentally sensitive areas to the rear of the property. Runoff is proposed to be handled through upgrades to the existing Best Management Practice (BMP) and installation of two bioretention areas. Additionally, as part of the Powhatan Creek watershed, the project will be subject to Special Stormwater Criteria. While the applicant does not propose to seek leadership in energy and Environmental Design (LEED) or other green building certification, they have proposed an SUP condition to include sustainability initiatives in the site and building design that will be verified during site plan review and construction.

Public Utilities

The property is served by public water and sewer and will use existing public connections.

Staff Comments: Staff has reviewed the Community Impact Statement and Master Plan and concurs with the information submitted, while noting that additional information will need to be considered at the development plan design stage. The James City Service Authority (JCSA) has requested that the applicant develop water conservation standards prior to development plan approval.

Transportation

The Williamsburg Unitarian Universalist congregation is located on Ironbound Road and has one existing entrance. Most of the proposed expansion is expected to serve the needs of the existing congregation and accommodate uses and educational activities already taking place on the property. Weekday trips are expected to slightly increase; however, the majority of vehicle trips to and from the site are anticipated to occur on Sunday for church services. The Institute of Transportation Engineers (ITE) uses the number of proposed seats to determine trip generation for churches. Based on the current 200-seat capacity, the church is expected to generate 122 Sunday peak hour trips. The first phase of expansion does not include any increase in seating capacity, so no significant increase in existing vehicle trips is anticipated. Future phases include an addition to the sanctuary of about 100 seats (for a total capacity of 300 seats). This is expected to generate a total of 183 Sunday peak hour trips, which is an increase of 61 vehicle trips.

Mr. Dexter Williams of DRW Consultants, LLC developed a turn-lane warrant analysis for the phased site plan. Based on the current capacity and configuration, a right-turn taper is warranted at the existing entrance and is proposed to be constructed as part of this master plan. Given the uncertainty of future expansions, installation of a second entrance, and the probability that Ironbound Road conditions will change substantially by that time, staff has proposed a condition that would require a second-turn lane warrant analysis to be completed when the sanctuary expansion is proposed. The owner would then be required to install whatever improvements are warranted for the proposed entrance configuration (i.e., improvements may vary depending on whether one or two entrances are proposed).

Ironbound Road is addressed in both the Regional Bikeways Map and the Pedestrian Accommodations Master Plan. These plans identify the Ironbound Road corridor for shoulder bike lanes and a sidewalk on both sides of the street. While there are currently no bike lanes installed in this area and a few segments of existing sidewalk, the parcel is also close to the Powhatan Creek Trail that connects Clara Byrd Baker Elementary School to the Virginia Capital Trail. As a result of discussions with Virginia Department of Transportation (VDOT) and the applicant, it may not be feasible to install the recommended improvements and the applicant has proposed to install a multi-use path across the property. Staff has proposed a condition that will allow the Director of Planning flexibility to continue to evaluate the preferred pedestrian accommodations through the site plan phase of the project, based on VDOT's site plan review comments.

Traffic Counts:

The James City County/Williamsburg/York County Comprehensive Transportation Study (Regional Study) that was completed in March 2012 indicated that the most recent weekday volume for Ironbound Road from Jamestown Road to John Tyler Highway was 7,150 trips. This represents a current weekday PM peak hour Level of Service (LOS) of A-C for the corridor.

Projected Traffic Volume: On Ironbound Road from Jamestown Road to John Tyler Highway, the 2009 Comprehensive Plan projects 10,982 AADT for 2035 – this is in the category of acceptable and not anticipated to need improvement. The Regional Study notes that the PM peak hour LOS for the corridor is projected to still be at a LOS of A-C in 2034.

VDOT Comments: VDOT concurred that the trip generation for the church will not significantly impact the operation of Ironbound Road in this area. VDOT also concurs that a taper is currently needed and that further turn-lane warrants should be analyzed when the sanctuary expansion is proposed. If a second entrance is installed, it will be required to meet VDOT's site distance and minimum separation

requirements. Other VDOT comments will be able to be addressed during the site plan phase of the project.

Staff Comments: Staff finds that the development can be supported by the existing road network and the addition of a right-turn taper will help improve the safety of turning movements into the church's existing entrance.

ARCHITECTURAL ELEVATIONS

Sheet A04 of the master plan includes proposed architectural elevations for the project. The Development Review Committee (DRC) had the opportunity to review these elevations and the preliminary layout at a meeting in September 2014. The DRC was supportive of the conceptual layout and elevations and did not offer any suggestions for changes to the elevations. The DRC did discuss green building initiatives, stormwater management, parking, and visibility of the playground location to parents. The existing building is set back off Ironbound Road and the expansion will continue this arrangement and is similar in style and design to the existing structure. Staff has proposed an SUP condition that requires that final building elevations be provided for the Director of Planning to review for consistency with Sheet A04 prior to site plan approval for each building phase.

COMPREHENSIVE PLAN

The subject property is designated Low Density Residential on the 2009 Comprehensive Plan Land Use Map and is immediately adjacent to (but not within) the Five Forks Community Character Area. Low Density Residential sites should be located within the Primary Service Area and have suitable terrain and soils for development. Recommended uses are tiered by group. Group 1 uses include single-family homes, cluster housing, and recreational areas. Group 2 uses include schools, churches, very limited commercial, and community-oriented facilities that can meet the following five standards:

- i. Complement the residential character of the area;
- ii. Have traffic, noise, lighting, and other impacts similar to surrounding residential uses;
- iii. Generally be located on collector or arterial roads at intersections;
- iv. Provide adequate screening and buffering to protect the character of nearby residential areas; and
- v. Generally intended to support the residential community in which they are located.

Staff finds the proposed expansion generally meets the standards outlined for Group 2 uses in the Low Density Residential designation. The church has co-existed with adjacent residential development since the mid-1990s. The existing easement provides substantial buffering between the facility and Chanco's Grant and, while not required by the Zoning Ordinance, the applicant has also agreed to provide 15-foot landscaped areas adjacent to the side property lines with enhanced landscaping in areas where the parking lots extend into the 35-foot building setback and there is not ample existing landscaping. Ironbound Road is also designated as a suburban/urban Community Character Corridor (CCC) and the applicant has proposed an average 50-foot CCC buffer along the right-of-way. Enhanced landscaping treatment proposed by the applicant for the side yards will use existing trees in addition to evergreen plants and fencing to screen parking lot areas. Enhanced landscaping treatment proposed by the applicant for the CCC buffer includes, but is not limited to, retention of existing trees, the use of evergreen plantings for screening, hedge plantings along the multi-use path, berming, and hardscape elements with pedestrian connections into the site.

The church is also located on an arterial road in close proximity to a major intersection so traffic is not routed through a residential neighborhood. Finally, the church is a community-oriented facility that may serve some nearby residents in addition to serving the broader Williamsburg community. Staff finds the proposed development to be consistent with the 2009 Comprehensive Plan.

RECOMMENDATION

Staff finds the proposal to be compatible with surrounding development and consistent with the 2009 Comprehensive Plan and zoning ordinance. Staff recommends the James City County Board of Supervisors approve this application subject to the conditions detailed in the attached resolution.

SUP-17-14WUUExp.doc
LP/gb

ATTACHMENTS:

1. Resolution
2. Location map
3. Unapproved minutes from the December 3, 2014 meeting of the Planning Commission
4. Citizen correspondence
5. Submittal binder (includes master plan, community impact statement, architectural elevations, and turn-lane warrant analysis)

RESOLUTION

CASE NO. SUP-0017-2014. WILLIAMSBURG UNITARIAN UNIVERSALISTS EXPANSION

WHEREAS, the Board of Supervisors of James City County has adopted by ordinance specific land uses that shall be subjected to a Special Use Permit (“SUP”) process; and

WHEREAS, Mr. James Peters of AES Consulting Engineers has applied for an SUP on behalf of the Williamsburg Unitarian Universalists (the “Owner”) to expand the building and parking area of an existing house of worship (the “Development”) on property located at 3051 and 3041 Ironbound Road (the “Property”); and

WHEREAS, the proposed Development is depicted on the plan prepared by Guernsey Tingle Architects, dated November 19, 2014, and entitled “Master Plan for Special Use Permit, Williamsburg Unitarian Universalists” (the “Master Plan”); and

WHEREAS, the proposed Development is located in its entirety on properties zoned R-8, Rural Residential, further identified as James City County Real Estate Tax Map Parcel Nos. 4710100065A and 4710100066; and

WHEREAS, a public hearing was advertised, adjoining property owners notified, and a hearing conducted on Case No. SUP-0017-2014; and

WHEREAS, the Planning Commission, following its public hearing on December 3, 2014, voted 6-0 to recommend approval of Application No. SUP-0017-2014.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve Case No. SUP-0017-2014, as described herein, pursuant to the following conditions:

1. *Master Plan*: This SUP shall be valid for the existing house of worship and an approximately 17,500-square-foot expansion generally in accordance with the Master Plan entitled “Master Plan for Special Use Permit, Williamsburg Unitarian Universalists,” prepared by Guernsey Tingle Architects, and dated November 19, 2014, with such minor changes as the Director of Planning or his designee determines do not change the basic concept or character of the Development. The SUP shall also permit use of the “Parker House” as shown on the Master Plan, as an accessory use to the house of worship or as a single-family dwelling for rent.
2. *Archaeology*: A Phase I historic and archaeological study for the entire site shall be submitted to the Director of Planning, or his designee, for review and approval prior to land disturbance. A treatment plan shall be submitted and approved by the Director of Planning for all sites in the Phase I study that are recommended for a Phase II evaluation and/or identified as eligible for inclusion on the National Register of Historic Places. If a Phase II study is undertaken, such a study shall be approved by the Director of Planning and a treatment plan for said sites shall be submitted to, and approved by, the Director of Planning for sites that are determined to be eligible for inclusion on the National Register of Historic Places and/or those sites that require a

Phase III study. If, in the Phase III study, a site is determined eligible for nomination to the National Register of Historic Places and said site is to be preserved in place, the treatment plan shall include nomination of the site to the National Register of Historic Places. If a Phase III study is undertaken for said sites, such studies shall be approved by the Director of Planning prior to land disturbance within the study areas. All Phases I, II, and III studies shall meet the Virginia Department of Historic Resources' Guidelines for Preparing Archaeological Resource Management Reports and the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation, as applicable, and shall be conducted under the supervision of a qualified archaeologist who meets the qualifications set forth in the Secretary of the Interior's Professional Qualification Standards. All approved treatment plans shall be incorporated into the plan of development for the site and the clearing, grading, or construction activities thereon.

3. Boundary Line Extinguishment (BLE): Prior to final site plan approval for the initial expansion site plan, a plat showing the extinguishment of the common property line between parcels located at 3041 and 3051 Ironbound Road must be submitted, approved by the County Subdivision Agent or his designee, and recorded.
4. Landscape Plan: Prior to final approval for each site plan, the Director of Planning, or his designee, shall review and approve a landscape plan for the Development. The landscape plan shall meet all applicable zoning ordinance requirements and shall provide enhanced landscaping in accordance with the County's Enhanced Landscaping Policy as adopted April 9, 2013, in areas where the parking lot or stormwater management facility is located within 35 feet of the side property lines in order to screen the proposed improvements from adjacent residential property.
5. Urban and Suburban Community Character Corridor Buffer: A Community Character Corridor landscaped buffer area (the "Buffer") of an average of 50 feet in width from the right-of-way shall be provided along the Property's frontage on Ironbound Road as shown on the Master Plan. The Buffer shall contain enhanced landscaping in accordance with the County's Enhanced Landscaping Policy as adopted April 9, 2013. Landscaping shall be shown as part of the initial expansion site plan and shall be reviewed and approved by the Director of Planning or his designee for consistency with this condition. If future transportation improvements that impact the right-of-way are warranted as a result of any expansion of the existing sanctuary space, expansion of the parking will be adjusted or eliminated as approved by the Director of Planning so that an average 50-foot Buffer is retained from the adjusted edge of right-of-way.
6. Ironbound Road Pedestrian and Bike Improvements: In accordance with the Regional Bikeways Map and the Pedestrian Accommodation Master Plan, a shoulder bike lane and sidewalk shall be provided along the property's Ironbound Road frontage. However, this requirement may be waived or adjusted by the Director of Planning should the Owner demonstrate that existing pavement width or section, drainage, or other engineering constraints would restrict the ability of the Owner to install the bike lane and sidewalk in a manner that would meet Virginia Department of Transportation ("VDOT") requirements. Such analysis shall be submitted prior to or concurrent with the initial site plan submission and shall address the provision of an alternative bike and pedestrian accommodation, such as an asphalt multi-use path constructed on the property that would serve the community as well as, if not better than, a shoulder bike

lane and sidewalk as part of the initial expansion site plan. In the event that the Director of Planning disapproves the waiver, the applicant may appeal the decision to the Development Review Committee, which shall forward a recommendation to the Planning Commission. Pedestrian and bike accommodations shall be installed or bonded prior to final site plan approval for the initial building expansion.

7. *Pedestrian Facilities:* Prior to final site plan approval for the initial building expansion, the Director of Planning or his designee shall review and approve a sidewalk connection (the "Connection") to the building from the Ironbound Road pedestrian accommodation as shown on the Master Plan. Alterations in location that result in equivalent facilities and pedestrian connectivity between Ironbound Road and the building may be approved by the Director of Planning. The Connection shall be installed or bonded prior to final site plan approval for the initial building expansion.
8. *Transportation Improvements:* The following transportation improvements shall be shown on the site plan for the initial building expansion and shall be bonded or installed by the Owner prior to site plan approval for the initial building expansion: A right-turn taper meeting all VDOT requirements on southbound Ironbound Road adjacent to the existing parking lot entrance.
9. *Entrance and Turn-Lane Warrant Analysis:* Prior to final site plan approval for any expansion of the existing sanctuary space an entrance plan, turn-lane warrant analysis and signal warrant analysis (the "Analysis") addressing vehicular ingress and egress to the Property shall be submitted to the Director of Planning and VDOT for review and approval. The Analysis shall also address the need for a second entrance to the property. Any improvements deemed warranted by the Analysis for either the existing entrance or a second entrance shall be bonded or installed in accordance with VDOT requirements prior to final site plan approval for any expansion of the existing sanctuary space. If improvements are determined to be necessary that require the dedication of additional right-of-way to VDOT, satisfactory evidence shall be provided to the Director of Planning that the lands necessary for the improvements to be constructed are under contract ownership prior to final approval of the site plan showing the needed improvements.
10. *Signs:* All signs and sign locations shall be reviewed and approved by the Director of Planning or his designee prior to each final site plan approval. New free-standing signs shall be of a ground-mounted monument type and shall not be larger than 32 square feet, not be erected to a height greater than eight feet tall, and shall employ ground-mounted lighting concealed by landscaping.
11. *Dumpsters/HVAC Units:* All new dumpsters and heating and cooling units shall be screened from public view by landscaping and/or fencing as approved by the Director of Planning or his designee prior to each final site plan approval.
12. *Architectural Renderings:* Final building elevations shall be generally consistent with Sheet A04 of the Master Plan. Prior to final site plan approval for each building expansion, the Director of Planning or his designee shall review and approve a final building elevation and architectural design for the proposed expansion for consistency with this condition.

13. Water Conservation Agreement: The Owner shall be responsible for developing and enforcing water conservation standards to be submitted to and approved by the James City Service Authority (“JCSA”) prior to final site plan approval for the initial building expansion. The standards shall include, but not be limited to, water conservation measures as limitations on the installation and use of irrigation systems and irrigation wells, the use of approved landscaping materials including the use of drought-resistant native and other adopted low-water-use landscaping materials and warm-season turf where appropriate, and the use of water conserving fixtures and appliances to promote water conservation and minimize the use of public water resources.
14. Irrigation: In the design phase, the Owner shall include the design of stormwater systems that can be used to collect stormwater for outdoor water use not met by existing wells for the Property. Only surface water collected from surface water impoundments or existing wells may be used for irrigating the Property. In no circumstances shall JCSA public water supply be used for irrigation, except as otherwise provided by this condition.
15. Sustainable Design Initiatives:
 - a. Sustainable design initiatives shall be implemented during development of the Property and construction of the initial building expansion shown on Sheet A02 of the Master Plan to achieve the equivalent of 27 points from the leadership in energy and Environmental Design (LEED) for New Construction and Major Renovations (based upon LEED 2009 guidelines) (the “Credits”). Prerequisite items in the LEED 2009 guidelines shall not be required to be completed in addition to the Credits. In addition, documentation of the building energy performance shall be provided by a mechanical engineer to demonstrate an improvement in efficiency of the building’s thermal envelope, mechanical systems, and electrical systems over code-required baseline performance.
 - b. The strategies to achieve the Credits will be incorporated into the construction documents either as part of the design, or as requirements for the contractor to substantiate during the course of construction. Compliance with the Credit requirements will be validated in a straightforward way through things like, but not limited to, review of contractor submittals, submission of design calculations, and letters certifying that requirements have been met. This validation will be overseen by a LEED-accredited professional and approved by the Director of Planning or his designee with Credits related to the design of the project approved prior to issuance of the building permit, and Credits related to the construction of the project approved prior to issuance of any Certificate of Occupancy.
16. Stormwater Management: The Owner shall be responsible for installation of the “Existing Stormwater Management” facility (the “Facility”) as shown on the Master Plan prior to permanent certificate of occupancy for the initial building expansion. Design of the Facility shall address and resolve all current deficiencies in the existing stormwater pond outlined in the “Stormwater Management Facility Inspection Report” by James City County Stormwater Division and dated January 17, 2014 as approved by the Director of Engineering and Resource Protection prior to final site plan approval for the initial building expansion.

- 17. Nutrient Management Plan: During the design phase, an agent of the Virginia Cooperative Extension Office (“VCEO”) or, if a VCEO agent is unavailable, a soil scientist licensed in the Commonwealth of Virginia or other qualified professional shall be engaged to conduct soil tests and to develop, based upon the results of the soil tests, customized nutrient management plans (“Nutrient Management Plans”) for all lawn or landscaped areas of the Property. The Nutrient Management Plan shall be submitted to the County Engineering and Resource Protection Director or his designee for review and approval prior to the issuance of a permanent certificate of occupancy for the initial building expansion. Upon approval, the Owner shall be responsible for ensuring that any nutrients applied to the lawn and landscaped areas be applied in accordance with the applicable Nutrient Management Plan or any updates or amendments thereto as may be approved by the County Director of Engineering and Resource Protection.
- 18. Commencement of Construction: Construction on this project shall commence within 36 months from the issuance of an SUP, or the SUP shall become void. Construction commencement shall be defined as the obtaining of building permits and an approved footing and/or foundation inspection.
- 19. Severance Clause: This SUP is not severable. Invalidation of any word, phrase, clause, sentence, or paragraph shall invalidate the remainder.

Michael J. Hipple
 Chairman, Board of Supervisors

ATTEST:

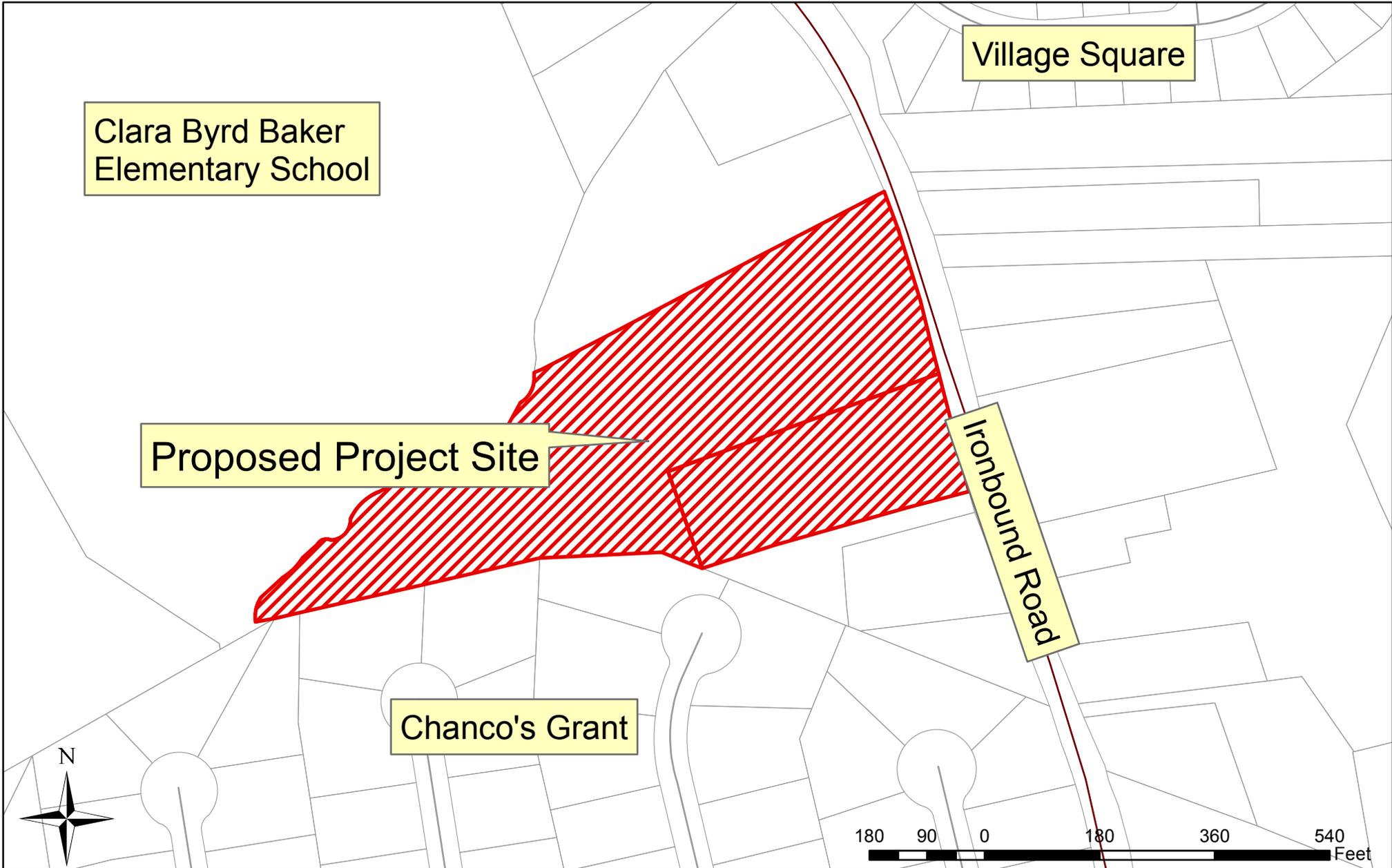
Bryan J. Hill
 Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 13th day of January, 2015.

SUP-17-14WUUExp-res

JCC-SUP-0017-2014, Williamsburg Unitarian Universalists Expansion



Unapproved Minutes of the December 3, 2014 Planning Commission Meeting

B. Case No. SUP-0017-2014, Williamsburg Unitarian Universalists Expansion

Ms. Leanne Pollock, Senior Planner II, provided the Commission with a presentation on the proposed expansion of the Williamsburg Unitarian Universalists house of worship which is located at 3051 and 3041 Ironbound Rd and is designated low density residential on the Comprehensive Plan Land Use Map.

Mr. Krapf opened the floor for questions.

Mr. Heath Richardson asked Ms. Pollock about the development of water conservation standards prior to development and what would that entail for the applicant.

Ms. Pollock responded that this is a typical condition requested by the JCSA, mainly pertaining to installing native landscaping and efficient appliances. Ms. Pollock further stated that this is a fairly standard set of guidelines that are developed for most new projects.

Mr. Krapf called for disclosures regarding meetings or conversations with applicants.

Mr. Krapf stated that he met with the applicant and discussed sustainable design elements. Mr. Krapf also stated that he previously attended services at the Unitarian Church on occasion.

As there were no other disclosures, Mr. Krapf opened the public hearing.

Mr. Tom Tingle, President of Guernsey Tingle Architects, stated that he is representing the applicant. Mr. Tingle discussed the different phases of the expansion including a future expansion that is currently not funded. Mr. Tingle noted that the expansion will include 27 LEED points although the expansion will not be LEED certified.

Ms. Robin Bledsoe inquired if the enhanced landscaping is a part of Phase I.

Mr. Tingle stated that it is indeed part of Phase I, both the buffer on Ironbound Road along with any improvements to parking would have those enhanced landscape buffers to the adjacent residential properties.

Ms. Bledsoe stated that in Phase I there doesn't seem to be an increase in the amount of people coming and going because the expansion does not increase the amount of congregation space. Ms. Bledsoe inquired if the taper is a part of Phase I.

Mr. Tingle stated that the taper is part of Phase I because the traffic analysis conducted by VDOT determined that the use of the space as it is now requires the taper.

Mr. John Wright asked if the enhanced landscaping will provide any sound barrier between Williamsburg Unitarian Universalist property and the neighbors across the street.

Mr. Tingle stated that landscaping in general provides little sound barrier. However, the other improvements that are being proposed would take away some of the sound coming from the house close to the road where the administrative staff are currently situated and the playground which would be moved further from Ironbound Road behind the expansion.

Mr. Wright asked if the surrounding neighbors have brought up any complaints about noise.

Mr. Tingle stated that he does not believe there were any concerns or complaints about noise voiced at the public meeting.

Mr. Basic asked how the open house/public meeting went.

Mr. Tingle stated that open house was very quiet but he believes it was because church representatives had talked to many of the neighbors one on one. Mr. Tingle stated that in general the response from the neighborhood has been very positive.

Ms. Bledsoe asked if the Parker house would be rented out until later in the process when it will be demolished.

Mr. Tingle stated that it will either be used by the church or it will revert back to residential use.

Ms. Bledsoe inquired whether the house would only be rented out to someone from the church or if it would be anyone from the community. Ms. Bledsoe stated that she was asking because whoever rents it would have to be aware that they are going to get this facility with the activities that go with it.

Mr. Tingle stated that there is no intention to limit the rental of the house to someone in the church so it would be available for anyone to rent.

Mr. O'Connor inquired whether the applicant was comfortable with achieving the 27 points in LEED in the current design. Mr. O'Connor further inquired what 27 points equals in LEED certification.

Mr. Tingle stated that LEED certification would be require 40 points; however, the applicant anticipated being able to achieve around 30 points. Mr. Tingle stated that the applicant is committing to 27 points and beyond that, is committed to enhanced performance of building envelope, mechanical, HVAC and electrical efficiencies. Mr. Tingle stated that obtaining sufficient points for an official LEED certification would require a costly energy model. Mr. Tingle stated that the 27 points is the best the applicant can do with the constraints of the project budget.

Mr. O'Connor verified that the applicant is comfortable with 27 points.

Mr. Tingle verified that they are comfortable with 27 points.

Mr. Krapf asked for clarification on whether the 27 points would be achieved in Phase I.

Mr. Tingle confirmed that the 27 points would be achieved in Phase I.

Mr. Krapf inquired if the entire project could be significantly more than 27 points as the 27 point condition was only for Phase 1 of the project.

Mr. Tingle stated that it is possible.

As no one else wished to speak, Mr. Krapf closed the public hearing.

Mr. Krapf then opened the floor for Planning Committee discussion.

Mr. O'Connor inquired if staff believes that Williamsburg Unitarian Universalists would need a second entrance in the future.

Ms. Pollock stated that the second entrance was proposed by the church as something they would want in the future to have the site run more efficiently. Ms. Pollock stated that with the anticipated expansion of the sanctuary and the related traffic, the single entrance would probably trigger warrants to have a full width right turn and left turn lanes. Ms. Pollock noted that the expense of those improvements may be more than adding a second entrance.

Mr. Krapf asked if there was any further discussion or a motion.

Ms. Bledsoe stated that she is pleased with the plan and efforts of the congregation and moved to approve the application.

Mr. Krapf echoed Ms. Bledsoe's positive statements.

Mr. Basic stated his approval of Mr. Tingle's earlier statement "smart LEED makes sense" instead of the insistence to make the project LEED certified.

On a roll call vote, the Planning Commission voted to recommend approval of the application by a vote of 6-0, Mr. Drummond being absent.

Attachment 5: Citizen Correspondence

From: Andrea Armstrong [<mailto:andbubs@cox.net>]

Sent: Thursday, November 27, 2014 5:07 PM

To: Development Management

Subject: case # SUP-0017-2014

As a property owner adjacent to the Williamsburg Unitarian Universalist property I am disappointed to learn that there will be an expansion to the church property. I do not welcome the additional noise it will bring. We have already put up with noise from one of the houses they utilize, and the noise from the church itself. They have had loud music several times with loud drums, etc. Also, we do not think they take care of one of the houses well. It looks junky out front. The other house looks fine.

We already have to put up with a great deal of constant noise from behind us because Mr. Coleman is building his nursery back there. We do not welcome any more noise from in front of our home as well. The noise level would be over the top.

As a property owner that will be affected by this decision, we hope that you will be attentive to what we are saying.

Regards,
Andrea Armstrong
3040 Ironbound Road

M E M O R A N D U M

DATE: January 13, 2015

TO: The Board of Supervisors

FROM: Suzanne R. Mellen, Assistant Director of Financial and Management Services

SUBJECT: Exemption from County Real and Personal Property Taxes – Peninsula Pastoral Counseling Center

The Board of Supervisors is authorized to grant exemptions from real and personal property taxes to charitable and benevolent organizations not otherwise exempted by either State law or the State Constitution. The organizations can be exempted if 1) they are providing services to residents of James City County and/or the Greater Williamsburg area; 2) certain factors outlined in § 58.1-3651 of the State Code are considered; and 3) an ordinance is adopted, after a public hearing, that sets out the exemption.

An application has been submitted by the Peninsula Pastoral Counseling Center (Center). The application is for property owned by the Center, office space purchased recently on Jamestown Road. The Center provides pastoral counseling services to all who can benefit in cooperation with churches, community organizations, workplaces, health care professionals, and educators. The services are intended to facilitate health, healing, and wholeness as a Christian ministry, although the services are available to all, regardless of religious beliefs.

The factors that must be considered are listed in the State Code:

1. Whether the organization is exempt from taxation pursuant to § 501(c) of the Internal Revenue Code of 1954 – the Center is exempt; and
2. Whether a current annual alcoholic beverage license for serving alcoholic beverages has been issued by the Virginia Alcoholic Beverage Control Board to such organization, for use on such property – the Center does not; and
3. Whether any director, officer, or employee of the organization is paid compensation in excess of a reasonable allowance for salaries or other compensation for personal services, which such director, officer, or employee actually renders – the Center directors are uncompensated volunteers and employee compensation appears to be reasonable; and
4. Whether any part of the net earnings of such organization inures to the benefit of any individual and whether any significant portion of the service provided by such organization is generated by funds received from donations, contributions, or local, State or Federal grants. As used in this subsection, donations shall include the providing of personal services or the contribution of in-kind or other material services – Center programs are community focused, the single largest source of revenue is in the form of fees; and
5. Whether the organization provides services for the common good of the public – the Center provides faith-based counseling and prevention services, family mediation, and certified training and supervision for clergy and other professionals; and
6. Whether a substantial part of the activities of the organization involves carrying on propaganda, or otherwise attempting to influence legislation and whether the organization participates in, or intervenes in, any political campaign on behalf of any candidate for public office – the Center does not; and

7. The revenue impact to the locality and its taxpayers of exempting the property – The property currently owned by the Center has a value of \$118,000, with an annual tax bill of \$908.60; and
8. Any other criteria, facts, and circumstances that the governing body deems pertinent to the adoption of such ordinance.

In past applications the Board has asked if the County would have to provide services that are now provided by the petitioning organization if that organization were not operating in the community. It is staff's opinion that if the Center and its services were not available that the County would not be providing these services.

Staff recommends that the attached ordinance granting an exemption from real and personal property taxes to the Peninsula Pastoral Counseling Center be adopted.

SRM/nb

PeninPastoralCC-mem

Attachment

ORDINANCE NO. _____

EXEMPTION FROM COUNTY REAL AND PERSONAL PROPERTY TAXES –

PENINSULA PASTORAL COUNSELING CENTER

WHEREAS, pursuant to Subsection 6(a)(6) of Article X of Constitution of Virginia and Section 58.1-3651 of the Code of Virginia, the Board of Supervisors is authorized to exempt, by classification or designation, real and/or personal property from taxation; and

WHEREAS, following a public hearing where citizens had an opportunity to be heard, the Board of Supervisors considered the following, as required by law, regarding the Peninsula Pastoral Counseling Center, (the Center):

1. The Center provides faith-based counseling and prevention services, family mediation, and certified training and supervision for clergy and other professionals. The Center is a tax-exempt organization under Section 501 (c) of the Internal Revenue Code of 1954; and
2. The Center does not have a license from the Virginia Alcoholic Beverage Control Board to serve or sell alcoholic beverages; and
3. On the Board of Directors only the executive director is compensated in relation to the services provided by such person and compensation of the executive director and other employees appears to be reasonable; and
4. No net earnings of the Center inures to the benefit of any individual and the Center receives a significant portion of its funds from fees, donations, and contributions; and
5. The Center provides services in James City County and the Greater Williamsburg area; and
6. The Center does not engage in propaganda, attempt to influence legislation, or participate in, or intervene in, any political campaign on behalf of any candidate for public office; and
7. The Center owns real property with an assessed value of \$118,000, paying annual taxes of \$907; and
8. The Center is, apparently, an equal opportunity employer and service provider. The Center, although providing faith-based services as part of a Christian ministry, does not have any rule, regulation, policy, or practice that unlawfully discriminates on the basis of religious conviction, race, color, sex, or national origin.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Peninsula Pastoral Counseling Center shall be exempt from real and personal property taxation for all real and personal property owned by uses to perform its charitable and benevolent services to the community.

BE IT FURTHER RESOLVED by the Board of Supervisors of James City County, Virginia, that the tax exemption granted to the Peninsula Pastoral Counseling Center shall be effective as of the date of this ordinance and shall remain in effect unless either terminated by the Board of Supervisors or the charitable and benevolent use of such real or personal property changes.

Michael J. Hipple
Chairman, Board of Supervisors

ATTEST:

Bryan J. Hill
Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 13th day of January, 2015.

PeninPastoralCC-res

M E M O R A N D U M

DATE: January 13, 2015
TO: The Board of Supervisors
FROM: Bryan Hill, County Administrator
SUBJECT: County Administrator's Report

The following is a summary of activities that took place December 3, 2014 through January 7, 2015:

December 3, 2014 (Wednesday)

- Board Briefing: Michael Hipple and Mary Jones, JCC Supervisors
- Visited Fire Station 3

December 4, 2014 (Thursday)

- Board Briefing: Kevin Onizuk, JCC Supervisor
- Met with Allen Murphy, Development Management Director
- Met with Doug Powell, JCSA Manager
- Board Briefing: James Kennedy, JCC Supervisor
- Board Briefing, John McGlennon, JCC Supervisor

December 9, 2014 (Tuesday)

- Attended Practice Surry Drill, Emergency Management
- Agenda Meeting
- Met with Brad Rinehimer, Police Chief

December 11, 2014 (Thursday)

- Attended Holiday Staff Luncheon

December 12, 2014 (Friday)

- Met with Russell Seymour, Economic Development
- Met with Allen Murphy, Development Management Director
- Attended Founding Committee Meeting for Harvest Celebration 2015
- Executive Leadership Team Meeting

December 15, 2014 (Monday)

- Coffee with County Administrator staff event

December 19, 2014 (Friday)

- Attended Community Services Quarterly event
- Met with Steve Constantino, School Superintendent, and Jack Tuttle, City of Williamsburg Manager

December 22, 2014 (Monday)

- Met with Judge McGinty and Adam Kinsman, Assistant County Administrator
- Met with Adam Kinsman, Assistant County Administrator, and Sue Mellen, Interim FMS Director; CIP
- Met with Sue Mellen, Interim FMS Director; FMS Department
- Met with Allen Murphy, Development Management Director, and Paul Holt, Planning Director; Transportation Projects

December 23, 2014 (Tuesday)

- Met with Cindy Monk, Human Resources Assistant Director
- Attended JCSA staff event
- Met with Jack Wray

December 26, 2014 (Friday)

- Tour of Wal-Mart Distribution Center
- Met with John McGlennon, JCC Supervisor
- Met with Kate Sipes, Business Development and Retention Coordinator, and Steve Ewell

December 29, 2014 (Monday)

- Met with John Horne, General Services Director

December 30, 2014 (Tuesday)

- Grievance Meeting
- Met with Michael Hipple, JCC Supervisor

January 1, 2015

- Park ride along with Herbert Williams, Park Ranger

January 2, 2015 (Friday)

- Attended BOS Organizational Meeting

January 5, 2015 (Monday)

- Attended New Employees Orientation
- Met with Carl Lum, Busch Gardens President

January 6, 2015 (Tuesday)

- Met with Doug Powell, JCSA Manager
- Met with Phil Emerson, Jamestown-Yorktown Foundation President
- Met with VDOT and Development Management staff; I-64 widening
- Met with Cindy Monk, Human Resources Assistant Director

BH/tlc
CAReport_October_10-28-mem


Bryan Hill