

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
October 9, 2018
5:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. MOMENT OF SILENCE

D. PLEDGE OF ALLEGIANCE

1. Pledge Leaders - Cub Scout Pack 103 Den 1 and their Den Leader Eric Smith

E. PUBLIC COMMENT

F. PRESENTATIONS

1. Community Video Center Staff - NATOA Awards

G. CONSENT CALENDAR

1. Minutes Adoption - September Meetings
2. End Declared Emergency
3. Grant Award - Walmart - \$1,000
4. Grant Award - Justice Assistance Grant - \$10,443
5. Acceptance of Funds - Virginia Forfeited Asset Sharing Program - \$1,277
6. Veterans Affairs Supportive Housing Vouchers - \$29,724
7. Grant Award - Radiological Emergency Preparedness - \$30,000
8. Adoption of Debris Management Annex to Emergency Operations Plan
9. Establishment of a Full-Time Regular Spray Technician
10. Initiation of Consideration of Amendments to the Zoning and Subdivision Ordinances to Address Protections for the Public Water Supply and Areas of Public Health and Water Quality Sensitivity

H. PUBLIC HEARING(S)

1. Ordinance to Vacate a Portion of Right-of-Way Adjacent to 201 Norman Davis Drive
2. Ordinance to Amend County Code Section 12-5, License Requirement
3. SUP-18-0010. Outdoor Flea Market at 6623 Richmond Road
4. Eastern Virginia Regional Industrial Facility Authority

I. BOARD CONSIDERATION(S)

1. Contract Award - Forest Glen Neighborhood Drainage Repair - \$209,832
2. Resolution Approving a Plan to Finance and Refinance Certain Public Facilities Projects through the Issuance of Revenue and Refunding Bonds by the Economic Development Authority of James City County, Virginia

3. Contract Award - Replacement Fire Apparatus - \$3,232,945
4. Contract Award - Replacement Ambulance - \$259,653

J. BOARD REQUESTS AND DIRECTIVES

K. REPORTS OF THE COUNTY ADMINISTRATOR

1. County Administrator's Report

L. CLOSED SESSION

1. Appointments to the Chesapeake Bay Board and Wetlands Board
2. Appointment to the Williamsburg Area Arts Commission
3. Consideration of the acquisition of real property for a public purpose, where discussion in an open meeting would adversely affect the negotiating strategy of the public body pursuant to Section 2.2-3711 (A)(3) of the Code of Virginia

M. ADJOURNMENT

1. Adjourn until 4 p.m. on October 23, 2018 for the Work Session

ITEM SUMMARY

DATE: 10/9/2018
TO: The Board of Supervisors
FROM: Teresa J. Fellows, Deputy Clerk
SUBJECT: Pledge Leaders - Cub Scout Pack 103 Den 1 and their Den Leader Eric Smith

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	9/25/2018 - 1:09 PM

ITEM SUMMARY

DATE: 10/9/2018

TO: The Board of Supervisors

FROM: Patrick Page - Director of Information Resources Management

SUBJECT: Recognition of awards presented to the James City County Community Video Center staff by the National Association of Telecommunications Officers and Advisors (NATOA) at their annual conference in August 2018.

REVIEWERS:

Department	Reviewer	Action	Date
Information Resources	Page, Patrick	Approved	9/25/2018 - 1:13 PM
Financial Management	Mellen, Sue	Approved	9/28/2018 - 2:28 PM
Publication Management	Daniel, Martha	Approved	9/28/2018 - 4:04 PM
Legal Review	Kinsman, Adam	Approved	10/2/2018 - 8:30 AM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 9:58 AM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 1:57 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:03 PM

ITEM SUMMARY

DATE: 10/9/2018
TO: The Board of Supervisors
FROM: Teresa J. Fellows, Deputy Clerk
SUBJECT: Minutes Adoption - September Meetings

ATTACHMENTS:

	Description	Type
☐	September 11, 2018 Meeting	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	9/27/2018 - 8:17 AM

MINUTES
JAMES CITY COUNTY BOARD OF SUPERVISORS
REGULAR MEETING
County Government Center Board Room
101 Mounts Bay Road, Williamsburg, VA 23185
September 11, 2018
5:00 PM

A. CALL TO ORDER

B. ROLL CALL

John J. McGlennon, Roberts District
James O. Icenhour, Jr., Vice Chairman, Jamestown District
P. Sue Sadler, Stonehouse District
Michael J. Hipple, Powhatan District
Ruth M. Larson, Chairman, Berkeley District

William C. Porter, Interim County Administrator
Adam R. Kinsman, County Attorney

C. MOMENT OF SILENCE

D. PLEDGE OF ALLEGIANCE

1. Pledge Leader - Owen Snowden, a 4th-grade student at Clara Byrd Baker Elementary School, led the Board and citizens in the Pledge of Allegiance

E. PUBLIC COMMENT

None

F. PRESENTATIONS

1. Presentation of New Police Officers

Deputy Police Chief Steve Rubino introduced the newest officers of the Police Department to the Board and gave a brief biography of each of the five officers.

2. Recognition of Jamestown High School's Envirothon Team

Ms. Larson gave an overview of the dynamics and achievements of the Envirothon team. She presented a certificate to Coach Rebecca Elton as well as to each student. The team took a group photo with the Board and Coaches Elton and Charlie Dubay. The students recognized were:

Ms. Audrey Root
Ms. Lisa Small
Ms. Rachel Smith
Ms. Anna Song
Ms. Joanna Stathopoulos

3. Clean County Commission Annual Update

Ms. Peg Boarman, Chair of the Clean County Commission, gave an annual update summary included in the Agenda Packet and an overview of a PowerPoint slideshow.

Mr. McGlennon commented that Ms. Boarman and the Commission were a dynamic group working hard to keep this a cleaner community. He expressed the appreciation of citizens and noted the enthusiasm, support and commitment of Ms. Dawn Oleksy, Environmental Coordinator.

Ms. Boarman stated that they were a good team and were excited about the efforts of the Keep James City County Beautiful volunteers.

Ms. Larson noted her appreciation of the work performed by the Commission and acknowledged the volunteer presence maintaining an effort to keep the County clean.

Ms. Boarman stressed to citizens that it is their County and they needed to help keep it clean.

4. Designating Fall Prevention Awareness Week 2018

Ms. Rebecca Vinroot, Director of Social Services, and Fire Chief Ryan Ashe gave an overview of a memorandum, resolution and PowerPoint slideshow included in the Agenda Packet. Fire Rescue Captain Jason Sweet, Family Services Specialist Ellie Rest, Sgts. Marchand and LeClaire were each recognized in the audience.

Mr. Hipple stated he liked the program very much and noted it reminded him of a previous experience with the Fire Department. He commented that at the time, there were an increasing number of fires in the County and smoke alarms were utilized for fire prevention. He expressed his appreciation to everyone's efforts and hard work.

Ms. Sadler inquired if there was a list of citizens being worked with directly and how the word was getting out.

Ms. Vinroot briefly discussed that presently it was a direct referral from the Fire Department or the Police Department, but that it had not been advertised to the public.

Ms. Larson inquired if next year they would be returning before the Board with statistics, in an effort to follow up and review the impact of the program. She expressed her appreciation for the efforts being taken with this program.

General discussion ensued regarding this item.

5. VDOT Quarterly Update

Mr. Rossie Carroll, Virginia Department of Transportation (VDOT) Williamsburg Residency Administrator, gave an overview of the quarterly report included in the Agenda Packet.

Mr. McGlennon inquired if there would be an inspection made before any roads were opened after having road closures due to Hurricane Florence. He stated the Route 199 and Brookwood Drive intersection project was very well done and improved the traffic flow.

Mr. Icenhour stated Mr. Carroll had responded to his earlier inquiry regarding a traffic study on Airport Road. He noted that in an effort to create a priority list, he would first like Board

members to have discussions amongst themselves and then discussion with Mr. Carroll. He inquired about the policy regarding a traffic light with a flashing yellow arrow at the Ironbound Road and Watford Lane intersection. He also inquired about a potential crosswalk at Ironbound Road and Old Field Road.

General discussion ensued regarding this issue.

Ms. Sadler stated she had been in contact with a citizen concerned about shouldering, ponding and mosquito issues in the Rochambeau area. She mentioned that citizens were still looking for a stoplight near Stonehouse Elementary School.

Mr. Carroll stated that citizens can call or email the VDOT Customer Service Center and complete a work order and then follow-ups could be made keeping them in the loop of the process.

Mr. Hipple referred to the flow and culverts at Cranston's Mill Pond and inquired if they could be investigated.

Mr. Carroll replied that a hydraulic engineer could do a review and provide recommendations.

General discussion ensued regarding this issue.

Mr. Hipple referenced the flooding issues in the Chickahominy Haven neighborhood. He commented that citizens had mentioned that when the area floods, people drive by at fast speeds to tour the area and create a wash reaching residents' homes. He suggested signage stating something to the effect of "Residents Only During This Rain Event."

Mr. Carroll stated that the area could be barricaded and he would need someone in the community to control the barricades.

Mr. Hipple stated that he would email Mr. Carroll contact information regarding this issue. He inquired if the stoplight signalization on Richmond Road in the area of Lightfoot Marketplace up to Toano could be reviewed during the time the Interstate 64 Phase III project was ongoing in an effort to keep traffic flowing. He referenced a stoplight coming off the interstate located on Route 31 and inquired if it could be synchronized with stoplights down the road.

General discussion ensued regarding these issues.

Ms. Larson expressed her gratitude for the increased signage and the foliage cutback on Jamestown Road near Lake Powell. She inquired about cleanup in the area of Jamestown 1607. She inquired about the timeline for flashing yellow stoplights located at Monticello Marketplace. She referenced a large amount of blockage from foliage around signage on Route 199.

General discussion ensued regarding these issues.

Mr. Hipple noted traveling on Richmond Road, between Airport Road and Lightfoot before Route 199, there were tall hedges that encroached onto Route 60.

G. CONSENT CALENDAR

A motion to Approve was made by Michael Hipple, the motion result was Passed.
AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Sadler

1. Minutes Adoption - August 14, 2018, Regular Meeting
2. Historic Minutes Approval
3. Grant Award - Department of Motor Vehicles - Occupant Protection - \$5,256
4. Grant Award - Department of Motor Vehicles - Speed Enforcement - \$18,000
5. Grant Award - Department of Motor Vehicles - Alcohol Enforcement - \$18,800
6. Confirm Declaration of a Local Emergency

H. PUBLIC HEARING(S)

1. Z-0001-2018. Colonial Manor

A motion to Approve was made by John McGlennon, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Sadler

Ms. Roberta Sulouff, Senior Planner, gave an overview of the staff report and resolution included in the Agenda Packet.

Mr. McGlennon inquired if the binding master plan and any change in the utilization of this land with the rezoning would require returning to the Board of Supervisors for approval.

Ms. Sulouff replied that was correct. She stated that if the applicant wished to add uses permitted on the property or if the property changed hands and the new owner would like to pursue new uses, they would have to come back before the Board of Supervisors because of both the binding master plan and the proffers which limit the uses on the property to those stated in the application.

Mr. McGlennon inquired if the current use of the facility was in complete conformance with building Ordinances and requirements.

Ms. Sulouff replied yes.

Mr. Tim O'Connor, Planning Commission Representative, stated that in regards to the proffer conditions, the Planning Commission was comfortable knowing that should there be any future changes to the uses it would have to return to the legislative process.

Ms. Larson opened the Public Hearing.

As no one wished to speak, Ms. Larson closed the Public Hearing.

2. Agricultural and Forestal District 2018 Renewals (Cover Memorandum)

A motion to Approve was made by James Icenhour Jr, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Sadler

Ms. Savannah Pietrowski, Senior Planner, gave an overview of a memorandum included in the Agenda Packet.

Mr. Icenhour inquired if the number of withdrawals, or total acreage withdrawn, on this recycle were typical or were they a significantly higher withdrawal rate than previously experienced.

Ms. Pietrowski stated that she was unsure of the number of acres previously withdrawn, but noted that from an anecdotal prospective it did not seem higher.

Mr. Icenhour inquired about updating a condition on the Wright's Island District to reflect the current policy.

Ms. Pietrowski replied that the Wright's Island District renews every eight years; therefore, the policy had been changed since that time.

Mr. McGlennon referenced the Board of Supervisors meeting whereas the previous Agricultural and Forestal District (AFD) were approved and reiterated his perception of extending the length of time for these AFDs.

Ms. Larson opened the Public Hearing for all of the AFD Renewals.

As no one wished to speak, Ms. Larson closed the Public Hearing.

Ms. Larson looked to the Board for a motion to approve all 12 AFD Renewals.

3. AFD-01-89-1-2018. Armistead AFD Renewal
4. AFD-05-86-1-2018. Barnes Swamp AFD Renewal
5. AFD-01-02-1-2018. Carter's Grove AFD Renewal
6. AFD-10-86-1-2018. Christenson's Corner AFD Renewal
7. AFD-06-86-1-2018. Cranston's Pond AFD Renewal
8. AFD-02-86-1-2018. Croaker AFD Renewal
9. AFD-09-86-1-2018. Gordon Creek AFD Renewal
10. AFD-12-86-1-2018. Gospel Spreading Church AFD Renewal
11. AFD-03-86-1-2018. Hill Pleasant Farm AFD Renewal
12. AFD-07-86-1-2018. Mill Creek AFD Renewal
13. AFD-01-94-1-2018. Wright's Island AFD Renewal
14. AFD-11-86-1-2018. Yarmouth Island AFD Renewal

I. BOARD CONSIDERATION(S)

1. Authorization to Purchase 13 Police Vehicles - \$342,145

A motion to Approve was made by Michael Hipple, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Sadler

Deputy Police Chief Rubino gave an overview of the memorandum and resolution included in the Agenda Packet.

2. Virginia Retirement System

A motion to Approve the 50/30 resolution was made by James Icenhour Jr, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Sadler

A motion to Approve the 1.85 resolution was made by James Icenhour Jr, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Sadler

Mr. Porter gave an overview of a memorandum and resolution included in the Agenda Packet.

Mr. Icenhour stated he strongly supported both of these and was pleased this was coming forward. He noted communities the County compete with for talent take better care of their people and it was time to get on board, especially for the Police, Fire and EMS.

J. BOARD REQUESTS AND DIRECTIVES

Mr. McGlennon stated he recently attended the Williamsburg Area Transit Authority 10th Anniversary celebration as an Authority with over 40 years of public transit service in the Williamsburg area. He noted that this year public transit would provide more than 940,000 rides for the community.

Mr. Icenhour stated he recently attended the Virginia Association of Counties summit with Mr. McGlennon and Ms. Renee Dallman, Public Information Officer. He stated that on August 30 he spoke with a representative from Publix regarding the store currently on schedule to open mid-October. He briefly discussed a ribbon-cutting event that he and Mr. Porter experienced at the Naval Weapons Station Marine Security Regiment Rifle Range on September 7.

Ms. Sadler mentioned an upcoming radio spot on WMBG on September 12 and give an update on last minute emergency details. She expressed her gratitude to all First Responders for the jobs they do keeping the community safe.

Mr. Hipple stated he had been interacting with the Hampton Roads Transportation Accountability Committee and VDOT regarding trussels and deficiencies in the Hampton Roads Bridge Tunnel and briefly discussed the project. He reflected on September 11, 2001 and expressed his condolences to everyone whose life was touched by this horrific event.

Ms. Larson noted she had an upcoming Tourism Council meeting and if anyone had input to please let her know. She mentioned the Economic Development Authority Chair had requested to postpone the joint session meeting, due to the storm delaying its meeting planned for September 13, before meeting with the Board of Supervisors. She asked the Board members if they were in agreement with that request.

The Board unanimously agreed.

Ms. Larson stated she had been at the Emergency Operations Center for two days. She expressed her gratitude to County staff working on the storm preparation.

Mr. Porter asked Fire Chief Ashe and Ms. Sara Ruch, Deputy Coordinator Emergency Management, for an update on Hurricane Florence.

Chief Ashe referenced a 5 p.m. weather PowerPoint slideshow from the National Hurricane Center and gave a brief update regarding the pending storm. He discussed James City County staff preparation, as well as equipment and public information readiness.

Ms. Ruch discussed what citizens could do in an effort to prepare for Hurricane Florence. She mentioned helpful websites and stressed visiting www.jccalert.org to sign up for alerts to receive messages via landline, text messages, email or cell phone. She discussed suggestions of items to have on hand and preparations to make in case of an emergency of this nature, as well as the importance of knowing the zone where you reside.

General discussion ensued regarding this topic.

Chief Ashe referenced the resolution titled Designating Fall Prevention Awareness Week 2018 that was included in the Agenda Packet with the Presentation.

A motion to Approve was made by John McGlennon, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Sadler

K. REPORTS OF THE COUNTY ADMINISTRATOR

1. County Administrator's Report

Mr. Porter noted recent closings/cancellations/postponements due to the impending storm.

Ms. Larson noted this was the last meeting for Mr. Porter, in the capacity of Interim County Administrator, other than the upcoming work session.

At approximately 6:50 p.m. Ms. Larson recessed the Board of Supervisors in order to conduct the James City Service Authority Board of Directors meeting.

At approximately 7 p.m. Ms. Larson reconvened the Board of Supervisors.

L. CLOSED SESSION

Postponed until Work Session due to impending severe weather.

1. Appointment of Clean County Commissioners

2. Appointment to Williamsburg Area Arts Commission
3. Appointment to Social Services Advisory Board
4. Appointment to Peninsula Agency on Aging Board
5. Appointments to the Chesapeake Bay Board and Wetlands Board

M. ADJOURNMENT

1. Adjourn until 4 p.m. on September 25, 2018, for the Work Session

A motion to Adjourn was made by Michael Hipple, the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0

Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Sadler

At approximately 7:01 p.m., Ms. Larson adjourned the Board of Supervisors.

ITEM SUMMARY

DATE: 10/9/2018

TO: The Board of Supervisors

FROM: Adam R. Kinsman, County Attorney

SUBJECT: Affirmation Ending of Declaration of Local Emergency

ATTACHMENTS:

	Description	Type
☐	Memo	Cover Memo
☐	Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Attorney	Kinsman, Adam	Approved	9/18/2018 - 9:23 AM
Publication Management	Burcham, Nan	Approved	9/18/2018 - 9:43 AM
Legal Review	Kinsman, Adam	Approved	9/18/2018 - 10:22 AM
Board Secretary	Fellows, Teresa	Approved	9/24/2018 - 11:08 AM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 1:59 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:04 PM

MEMORANDUM

DATE: October 9, 2018
TO: The Board of Supervisors
FROM: Adam R. Kinsman, County Attorney
SUBJECT: Affirm Ending of Declaration of a Local Emergency

On September 10, 2018, the County's Director of Emergency Management, William C. Porter, declared a Local Emergency due to the imminent threat of wind, rain, lightening, storm surge, flooding, tornadoes and power outage, creating conditions of extreme peril to the lives, safety and property of the residents of James City County. The Board of Supervisors confirmed this declaration on September 11, 2018.

The *Code of Virginia* requires the Board to take appropriate action to end the declared emergency when in its judgment all emergency actions have been taken. A significant southward change to the storm's path and efforts undertaken by state and local emergency response teams have abated the emergency. A resolution to rescind the Declaration of a Local Emergency is attached.

ARK/md
LocEmergEndDecl-mem

Attachment

RESOLUTION

AFFIRM ENDING OF DECLARATION OF A LOCAL EMERGENCY

WHEREAS, the Director of Emergency Management of James City County declared a Local Emergency on September 10, 2018, due to the imminent threat of wind, rain, lightening, storm surge, flooding, tornadoes and power outage; and

WHEREAS, at its meeting on September 11, 2018, the Board of Supervisors of James City County, Virginia, confirmed the Director of Emergency Management’s Declaration of a Local Emergency; and

WHEREAS, due to a significant southward change to the storm’s path and efforts undertaken by state and local emergency response teams, the significant threat of wind, rain, lightening, storm surge, flooding, tornadoes and power outage has been abated; and

WHEREAS, the Director of Emergency Management of James City County ended the Declaration of a Local Emergency on September 17, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that a local emergency no longer exists and the ending of the Declaration of a Local Emergency is hereby affirmed.

Ruth M. Larson
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
MCGLENNON	_____	_____	_____
ICENHOUR	_____	_____	_____
SADLER	_____	_____	_____
HIPPLE	_____	_____	_____
LARSON	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of October, 2018.

LocEmergEndDecl-res

ITEM SUMMARY

DATE: 10/9/2018
TO: The Board of Supervisors
FROM: Bradley J. Rinehimer, Chief of Police
SUBJECT: Grant Award - Walmart - \$1,000

ATTACHMENTS:

	Description	Type
☐	Memo	Cover Memo
☐	Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Police	Rinehimer, Bradley	Approved	9/18/2018 - 9:51 AM
Police	Rinehimer, Bradley	Approved	9/18/2018 - 9:51 AM
Publication Management	Burcham, Nan	Approved	9/18/2018 - 9:54 AM
Legal Review	Kinsman, Adam	Approved	9/18/2018 - 10:22 AM
Board Secretary	Fellows, Teresa	Approved	9/24/2018 - 11:10 AM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 1:59 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:05 PM

MEMORANDUM

DATE: October 9, 2018
TO: The Board of Supervisors
FROM: Bradley J. Rinehimer, Chief of Police
SUBJECT: Grant Award - Walmart - \$1,000

The James City County Police Department is in receipt of a grant award from Walmart through Supercenter No. 3219, located at 731 E. Rochambeau, in the amount of \$1,000. These funds are to be used toward a graphics wrap of the Department's Extreme 5.0 monster truck and accompanying Community Services Unit trailer. The graphics wrap allows the Department to be recognized throughout the County at numerous community events, draw interest to youth and be utilized for recruitment efforts.

Staff recommends acceptance of the funds and adoption of the attached resolution.

BJR/nb
GA-Walmart-mem

Attachment

RESOLUTION

GRANT AWARD - WALMART - \$1,000

WHEREAS, the James City County Police Department has been awarded a \$1,000 grant from Walmart; and

WHEREAS, the funds are to be used toward a graphics wrap of the Department's Extreme 5.0 monster truck and accompanying Community Services Unit trailer; and

WHEREAS, there is no match required of this grant.

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

Revenue:

FY 19 Walmart \$1,000

Expenditure:

FY 19 Walmart \$1,000

Ruth M. Larson
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
MCGLENNON	_____	_____	_____
ICENHOUR	_____	_____	_____
SADLER	_____	_____	_____
HIPPLE	_____	_____	_____
LARSON	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of October, 2018.

GA-Walmart-res

ITEM SUMMARY

DATE: 10/9/2018

TO: The Board of Supervisors

FROM: Bradley J. Rinehimer, Chief of Police

SUBJECT: Grant Award - Justice Assistance Grant - \$10,443

ATTACHMENTS:

	Description	Type
☐	Memo	Cover Memo
☐	Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Police	Rinehimer, Bradley	Approved	9/18/2018 - 9:50 AM
Police	Rinehimer, Bradley	Approved	9/18/2018 - 9:50 AM
Publication Management	Burcham, Nan	Approved	9/18/2018 - 9:54 AM
Legal Review	Kinsman, Adam	Approved	9/18/2018 - 10:22 AM
Board Secretary	Fellows, Teresa	Approved	9/24/2018 - 11:08 AM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 1:59 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:05 PM

M E M O R A N D U M

DATE: October 9, 2018
TO: The Board of Supervisors
FROM: Bradley J. Rinehimer, Chief of Police
SUBJECT: Grant Award - Justice Assistance Grant - \$10,443

The James City County Police has been awarded a Justice Assistance Grant (JAG) through the Department of Justice/Bureau of Justice Assistance for \$10,443.

The funds will be used for the purchase of a Field Training Module to integrate with our current Records Management System. The module allows for automated tracking of progress and completion of lessons of officers in field training.

Staff recommends acceptance of the funds and adoption of the attached resolution.

BJR/nb
GA-JusticeAssist-mem

Attachment

RESOLUTION

GRANT AWARD - JUSTICE ASSISTANCE GRANT - \$10,443

WHEREAS, the James City County Police Department has been awarded a Justice Assistance Grant (JAG) through the Department of Justice/Bureau of Justice Assistance for \$10,443; and

WHEREAS, funds will be used for the purchase of a Field Training Module to integrate with our current Records Management System; and

WHEREAS, the grant is a direct allocation and requires no match.

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

Revenue:

FY 19 - JAG \$10,443

Expenditure:

FY 19 - JAG \$10,443

Ruth M. Larson
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
MCGLENNON	_____	_____	_____
ICENHOUR	_____	_____	_____
SADLER	_____	_____	_____
HIPPLE	_____	_____	_____
LARSON	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of October, 2018.

GA-JusticeAssist-res

ITEM SUMMARY

DATE: 10/9/2018

TO: The Board of Supervisors

FROM: Bradley J. Rinehimer, Chief of Police

SUBJECT: Acceptance of Funds - Virginia Forfeited Asset Sharing Program - \$1,277

ATTACHMENTS:

	Description	Type
☐	Memo	Cover Memo
☐	Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Police	Rinehimer, Bradley	Approved	9/18/2018 - 9:50 AM
Police	Rinehimer, Bradley	Approved	9/18/2018 - 9:50 AM
Publication Management	Burcham, Nan	Approved	9/18/2018 - 9:53 AM
Legal Review	Kinsman, Adam	Approved	9/18/2018 - 9:54 AM
Board Secretary	Fellows, Teresa	Approved	9/24/2018 - 11:05 AM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 1:57 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:01 PM

MEMORANDUM

DATE: October 9, 2018
TO: The Board of Supervisors
FROM: Bradley J. Rinehimer, Chief of Police
SUBJECT: Acceptance of Funds - Virginia Forfeited Asset Sharing Program - \$1,277

The James City County Police Department participates in the Virginia Forfeited Asset Sharing Program managed by the Virginia Department of Criminal Justice Services (DCJS). This program provides disbursement of funds received from the forfeiture of assets from drug enforcement activities to be used according to § 19.2-386.14 (D) of the *Code of Virginia*, “all forfeited property, including its proceeds or cash equivalent, received by a participating state or local agency pursuant to this section shall be used to promote law enforcement but shall not be used to supplant existing programs or funds.”

James City County Police Department is a part of the Tri-Rivers Drug Task Force (TRDTF). Through TRDTF, funds are routinely received through assets forfeited in drug arrests in James City County as well as from cases the other members of the TRDTF conduct. These funds are also shared with the Williamsburg-James City County Commonwealth’s Attorney. The specific sharing percentages are detailed in the Memorandum of Understanding with the other members of the TRDTF. Funds may also be received, however, through local drug cases not investigated by TRDTF.

The expenditure of forfeited funds is restricted to law enforcement activities specified by DCJS.

Funds have been dispersed to the James City County Police Department in the amount of \$1,276.67.

Staff recommends acceptance of the funds and adoption of the attached resolution.

BJR/nb
VAFdAsstShrProg-mem

Attachment

RESOLUTION

ACCEPTANCE OF FUNDS -

VIRGINIA FORFEITED ASSET SHARING PROGRAM - \$1,277

WHEREAS, the James City County Police Department participates in the Virginia Forfeited Asset Sharing Program managed by the Virginia Department of Criminal Justice Services (DCJS); and

WHEREAS, this program provides disbursement of funds received from the forfeiture of assets from drug enforcement activities to be used according to § 19.2-386.14 (D) of the Code of Virginia, “all forfeited property, including its proceeds or cash equivalent, received by a participating state or local agency pursuant to this section shall be used to promote law enforcement but shall not be used to supplant existing programs or funds”; and

WHEREAS, funds have been dispersed to the James City County Police Department in the amount of \$1,276.67.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby accepts the funds from DCJS.

Revenue:

Police Department State Asset Forfeit Funds	<u>\$1,276.67</u>
---	-------------------

Expenditure:

Police Department State Asset Forfeit Funds	<u>\$1,276.67</u>
---	-------------------

Ruth M. Larson
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
MCLENNON	___	___	___
ICENHOUR	___	___	___
SADLER	___	___	___
HIPPLE	___	___	___
LARSON	___	___	___

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of October, 2018.

ITEM SUMMARY

DATE: 10/9/2018

TO: Board of Supervisors

FROM: Rebecca Vinroot, Director of Social Services

SUBJECT: Acceptance of Additional Veterans Affairs Supportive Housing Vouchers - \$29,724

ATTACHMENTS:

	Description	Type
☐	Acceptance of Additional Veterans Affairs Supportive Housing (VASH) Vouchers	Cover Memo
☐	Acceptance of Additional Veterans Affairs Supportive Housing (VASH) Vouchers	Resolution
☐	Acceptance of Additional Veterans Affairs Supportive Housing (VASH) Vouchers	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Social Services	Vinroot, Rebecca	Approved	9/20/2018 - 2:17 PM
Community Services	Vinroot, Rebecca	Approved	9/20/2018 - 2:17 PM
Publication Management	Daniel, Martha	Approved	9/20/2018 - 2:28 PM
Legal Review	Kinsman, Adam	Approved	9/24/2018 - 8:30 AM
Board Secretary	Fellows, Teresa	Approved	9/24/2018 - 11:12 AM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 2:00 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:22 PM

MEMORANDUM

DATE: October 9, 2018

TO: The Board of Supervisors

FROM: Rebecca Vinroot, Director of Social Services

SUBJECT: Acceptance of Additional Veterans Affairs Supportive Housing Vouchers - Housing Choice Voucher Program - \$29,724

As the designated Public Housing Agency responsible for operation of the Section 8 Housing Choice Voucher (HCV) Program within James City County, the James City County Office of Housing has again been awarded \$29,724 for the purpose of providing five U.S. Department of Housing and Urban Development-Veterans Affairs Supportive Housing (HUD-VASH) vouchers for veterans experiencing homelessness in James City County.

These vouchers will be issued in collaboration with the Department of Veterans Affairs and the Hampton Veterans Administration Medical Center (VAMC) in order to provide veterans with immediate access to permanent housing. The VAMC will refer all eligible HUD-VASH individuals to the Office of Housing. In addition to the rental assistance through the HCV program, veterans will be provided with case management and clinical services provided by the VA at its medical centers and community clinics.

Working with local homeless services providers and the VAMC, the Office of Housing has been able to lease all of the five original VASH vouchers that were received in June of 2018 through a coordinated housing assessment network to ensure that services are directed to those with the most critical needs. These five new VASH vouchers will be utilized to house some of the remaining veterans who have not yet been connected to services.

As part of the acceptance process of these additional vouchers, HUD will be amending the Consolidated Annual Contributions Contract with a revised funding amount reflecting the additional budget authority for these vouchers that will need to be executed according to federal policies and regulations.

It is recommended that the Board of Supervisors adopt the attached resolution to authorize acceptance of these five HUD-VASH vouchers, amending the budget authority by \$29,724 and extending authority to the County Administrator or designee to sign the amended Consolidated Annual Contributions Contract for the Section 8 Housing Choice Voucher Program, effective November 1, 2018.

RV/md
VA-HCVProgram-mem

Attachment

RESOLUTION

ACCEPTANCE OF ADDITIONAL VETERANS AFFAIRS SUPPORTIVE

HOUSING VOUCHERS - HOUSING CHOICE VOUCHER PROGRAM - \$29,724

WHEREAS, the James City County Department of Social Services, Office of Housing is designated as the Public Housing Agency VA041 authorized to operate the Section 8 Housing Choice Voucher Program within James City County; and

WHEREAS, James City County has been awarded \$29,724 in budget authority for a 12-month term to support five U.S. Department of Housing and Urban Development-Veterans Affairs Supportive Housing (HUD-VASH) vouchers for the Fiscal Year 2018 allocation to be used to serve veterans in James City County; and

WHEREAS, HUD has amended the Consolidated Annual Contributions Contract with a revised funding amount reflecting the additional budget authority for these vouchers that will need to be executed according to federal policies and regulations.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby accepts the receipt of the HUD-VASH vouchers, amending the budget authority by \$29,724 and extends authority to the County Administrator or designee to sign the amended Consolidated Annual Contributions Contract for the Section 8 Housing Choice Voucher Program effective November 1, 2018.

Ruth M. Larson
Chairman, Board of Supervisors

ATTEST:		VOTES		
		<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
	MCGLENNON	_____	_____	_____
	ICENHOUR	_____	_____	_____
	SADLER	_____	_____	_____
	HIPPLE	_____	_____	_____
	LARSON	_____	_____	_____

Teresa J. Fellows
Deputy Clerk to the Board

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of October, 2018.

VA-HCVProgram-res



U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Financial Management Center
2380 McGee Street, Suite 400
Kansas City, MO 64108-2605

OFFICE OF PUBLIC AND INDIAN HOUSING

September 17, 2018

VA041
JAMES CITY COUNTY HSG & COMMUNITY DEVELOPEMENT
5320 PALMER LANE, SUITE 1A
WILLIAMSBURG, VA 23188-3188

Dear Executive Director:

SUBJECT: Section 8 Housing Choice Voucher Program - Award of Additional Funding

This letter is to notify you that HUD will be providing your agency additional Housing Voucher program funds. The amount of funds being obligated and the purpose of such funds are reflected in the table below.

Table with 3 columns: Program Funding, Budget Authority Assigned, Purpose of Funding. Row 1: VO, \$29,724, FY18 VASH Assignment

Your executed copy of the notice to amend the Consolidated Annual Contributions Contract (CACC) with revised funding exhibits reflecting the changes described above will be transmitted under separate cover. That letter will contain all information related to this funding including increment number, effective/expiration dates and units, if applicable.

If you have any questions, please contact your Financial Analyst.

Sincerely,

June E. Burnes

Digitally signed by: June E. Burnes
DN: CN = June E. Burnes C = US O = Financial
Management Center OU = Division Director
Reason: I am approving this document

Division Director

Memo Reference: 18-219

ITEM SUMMARY

DATE: 10/9/2018

TO: The Board of Supervisors

FROM: Ryan Ashe, Fire Chief

SUBJECT: Grant Award - Radiological Emergency Preparedness - \$30,000

ATTACHMENTS:

	Description	Type
☐	Memo	Cover Memo
☐	Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Fire	Ashe, Ryan	Approved	9/21/2018 - 4:20 PM
Publication Management	Daniel, Martha	Approved	9/21/2018 - 4:42 PM
Legal Review	Kinsman, Adam	Approved	9/24/2018 - 8:28 AM
Board Secretary	Fellows, Teresa	Approved	9/24/2018 - 11:09 AM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 1:59 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:05 PM

MEMORANDUM

DATE: October 9, 2018
TO: The Board of Supervisors
FROM: Ryan T. Ashe, Fire Chief
SUBJECT: Grant Award - Radiological Emergency Preparedness - \$30,000

Each Virginia locality within 10 miles of a nuclear power plant receives pass-through funding annually from Dominion Energy through the Virginia Department of Emergency Management (VDEM) to support Radiological Emergency Preparedness (REP).

The James City County (JCC) Fire Department's Emergency Management Division has been awarded \$30,000 in radiological emergency preparedness funds from Dominion Energy through VDEM due to the County's proximity to the Surry Power Station nuclear plant. This funding is part of VDEM's 2019 package.

The funds are to be used for planning and response for public protective actions related to the Surry Power Station nuclear plant. The County uses the funds to maintain emergency response plans, participate in readiness drills and exercises, provide REP training, make improvements to the Emergency Operations Center, purchase and maintain radiological response equipment and support the JCC Alert County emergency notification system.

This grant requires no local match.

Staff recommends adoption of the attached resolution to appropriate funds.

RTA/md
GA-RadEmergPrep19-mem

Attachment

RESOLUTION

GRANT AWARD - RADIOLOGICAL EMERGENCY PREPAREDNESS - \$30,000

WHEREAS, the James City County Fire Department’s Emergency Management Division has been awarded pass-through funds in the amount of \$30,000 to support Radiological Emergency Preparedness (REP) from the Virginia Department of Emergency Management (VDEM); and

WHEREAS, the funds are to be used for planning and response for public protective actions related to the Surry Power Station nuclear plant; and

WHEREAS, the grant requires no match.

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 appropriation to the Special Projects/Grants fund:

Revenue:

Radiological Emergency Preparedness Funds - VDEM \$30,000

Expenditure:

Radiological Emergency Preparedness Funds - VDEM \$30,000

Ruth M. Larson
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

	<u>VOTES</u>		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
MCGLENNON	_____	_____	_____
ICENHOUR	_____	_____	_____
SADLER	_____	_____	_____
HIPPLE	_____	_____	_____
LARSON	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of October, 2018.

ITEM SUMMARY

DATE: 10/9/2018

TO: The Board of Supervisors

FROM: Ryan Ashe, Fire Chief

SUBJECT: Adoption of Debris Management Annex to Emergency Operations Plan

ATTACHMENTS:

	Description	Type
☐	Memo	Cover Memo
☐	Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Fire	Ashe, Ryan	Approved	9/21/2018 - 4:20 PM
Publication Management	Daniel, Martha	Approved	9/21/2018 - 4:37 PM
Legal Review	Kinsman, Adam	Approved	9/24/2018 - 12:20 PM
Board Secretary	Fellows, Teresa	Approved	9/24/2018 - 3:51 PM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 1:57 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:03 PM

MEMORANDUM

DATE: October 9, 2018

TO: The Board of Supervisors

FROM: Ryan T. Ashe, Fire Chief

SUBJECT: Adoption of Debris Management Annex to Emergency Operations Plan

During Fiscal Year 2018, the Fire Department's Emergency Management Division applied for grant funding in order to facilitate the development of additions to the County's Emergency Operations Plan (EOP). Subsequently, the County was awarded grant funding for that purpose through the Virginia Department of Emergency Management's Local Emergency Management Performance Grant program. Emergency Management and Purchasing staff then worked through a Request for Proposals process in order to select qualified consultants to draft the additional plans and selected Waldroup-Sommer, LLC. Their scope of work included the development of a Debris Management Plan as an annex to the County's existing EOP.

The proposed Debris Management Plan outlines specific mechanisms for removing various types of natural and man-made debris from roadways and waterways following a severe weather event or other natural disaster. The plan involves the use of contractors, but is coordinated by the James City County General Services Department. The draft plan has been vetted by Fire, Emergency Management and General Services staff. In addition, the Federal Emergency Management Agency (FEMA) has reviewed the plan and has certified that it meets the recommended requirements for debris management. The existence of a properly formulated debris management plan may also qualify the County for increased reimbursements for debris removal during declared disasters. The proposed plan now requires the Board of Supervisors adoption in order to formally become part of the County's Emergency Operations Plan.

Staff recommends adoption of the attached resolution formally adding the Debris Management Plan as an annex to the County's Emergency Operations Plan.

RTA/md
DebrisMgmtPlan-mem

Attachment

RESOLUTION

ADOPTION OF DEBRIS MANAGEMENT ANNEX TO EMERGENCY OPERATIONS PLAN

WHEREAS, the Board of Supervisors of James City County recognizes the threats that natural and man-made hazards pose to our citizens; and

WHEREAS, James City County has formally adopted an Emergency Operations Plan outlining the tasks, roles and responsibilities necessary to provide adequate preparation, response and recovery during natural disasters; and

WHEREAS, Fire Department, Emergency Management and General Services staff have worked with qualified consultants in order to draft a Debris Management Plan annex to the Emergency Operations Plan that meets all state and federal requirements; and

WHEREAS, the Emergency Operations Plan requires the Board of Supervisors approval and adoption for any changes or additions.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby adopts the Debris Management Plan as an annex to the James City County Emergency Operations Plan.

Ruth M. Larson
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
MCLENNON	___	___	___
ICENHOUR	___	___	___
SADLER	___	___	___
HIPPLE	___	___	___
LARSON	___	___	___

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of October, 2018.

DebrisMgmtPlan-res

ITEM SUMMARY

DATE: 9/25/2018

TO: The Board of Supervisors

FROM: Grace A. Boone, General Services Director

SUBJECT: Establishment of a Full-Time Regular Spray Technician

ATTACHMENTS:

	Description	Type
☐	Memorandum	Cover Memo
☐	Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
General Services	Boone, Grace	Approved	9/25/2018 - 4:04 PM
Publication Management	Daniel, Martha	Approved	9/25/2018 - 4:56 PM
Legal Review	Kinsman, Adam	Approved	9/26/2018 - 1:09 PM
Board Secretary	Fellows, Teresa	Approved	9/26/2018 - 3:43 PM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 1:59 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:05 PM

MEMORANDUM

DATE: October 9, 2018
TO: The Board of Supervisors
FROM: Grace A. Boone, General Services Director
SUBJECT: Establishment of a Full-Time Regular Spray Technician Position

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

As part of the agreement, any school positions that become vacant are to be replaced with County employees. This has taken place on several occasions over the years. One additional school employee recently resigned. The attached resolution would authorize two actions. It would establish a new County position to allow filling the vacant position and transferring funds from Operating Contingency to 001-142-0110, Salaries, Full-Time Employees.

Staff recommends adoption of the attached resolution.

GAB/md
FTSprayTechPos-mem

Attachment

RESOLUTION

ESTABLISHMENT OF A FULL-TIME REGULAR SPRAY TECHNICIAN POSITION

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

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby establishes one full-time regular spray technician position, effective October 16, 2018. The Board also approves the transfer of \$51,046 from Operating Contingency to 001-142-0110.

Ruth M. Larson
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
MCGLENNON	___	___	___
ICENHOUR	___	___	___
SADLER	___	___	___
HIPPLE	___	___	___
LARSON	___	___	___

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of October, 2018.

FTSprayTechPos-res

ITEM SUMMARY

DATE: 10/9/2018

TO: The Board of Supervisors

FROM: Ellen Cook, Principal Planner

SUBJECT: Initiation of Consideration of Amendments to the Zoning and Subdivision Ordinances to Address Protections for the Public Water Supply and Areas of Public Health and Water Quality Sensitivity

ATTACHMENTS:

	Description	Type
☐	Staff Memo	Staff Report
☐	Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Holt, Paul	Approved	9/28/2018 - 9:54 AM
Development Management	Holt, Paul	Approved	9/28/2018 - 9:54 AM
Publication Management	Daniel, Martha	Approved	9/28/2018 - 10:03 AM
Legal Review	Kinsman, Adam	Approved	10/2/2018 - 8:30 AM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 9:58 AM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 2:00 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:06 PM

MEMORANDUM

DATE: October 9, 2018

TO: The Board of Supervisors

FROM: Ellen Cook, Principal Planner

SUBJECT: Initiation of Consideration of Amendments to the Zoning and Subdivision Ordinances to Address Protections for the Public Water Supply and Areas of Public Health and Water Quality Sensitivity

At the Board of Supervisors Work Session on May 22, 2018, the Board of Supervisors expressed interest in examining and discussing regulations to protect the drinking water supply and areas of public health and water quality sensitivity. Such regulations could enhance the consistency of the County's Zoning and Subdivision Ordinances with the water quality goals, strategies and actions found in the Environment Chapter of the 2035 Comprehensive Plan, adopted in 2015. Examples of regulations in adjacent localities that address these issues are the Reservoir Protection Ordinance in Newport News and the Watershed Management and Protection Area Overlay District in York County.

In order to more fully consider possible protection approaches to best fit James City County, staff recommends that the Board of Supervisors adopt the attached resolution to formally initiate consideration of such amendments to the Zoning and Subdivision Ordinances and refer this matter to the Planning Commission's Policy Committee.

EC/md
PublicWaterAmend-mem

Attachment:

1. Initiating Resolution

RESOLUTION

INITIATION OF CONSIDERATION OF AMENDMENTS TO THE ZONING AND SUBDIVISION

ORDINANCES TO ADDRESS PROTECTIONS FOR THE PUBLIC WATER SUPPLY AND

AREAS OF PUBLIC HEALTH AND WATER QUALITY SENSITIVITY

WHEREAS, the Code of Virginia § 15.2-2286 and County Code § 19-10 and § 24-13 permit the Board of Supervisors of James City County, Virginia (the “Board”) to, by resolution, initiate amendments to the regulations of the Subdivision and Zoning Ordinances that the Board finds to be prudent; and

WHEREAS, the 2035 Comprehensive Plan Environment Chapter includes Strategy No. 1 to protect and improve the quality of water in County watersheds, wetlands and waterways; and

WHEREAS, water supply and water quality protection issues are inherently regional in nature and several adjacent localities have adopted regulations addressing these issues; and

WHEREAS, amendments to the Zoning and Subdivision Ordinances are necessary in order to identify and protect the public water supply and areas of public health and water quality sensitivity; and

WHEREAS, the Board is of the opinion that the public necessity, convenience, general welfare and good zoning practice warrant the consideration of amendments to the Zoning and Subdivision Ordinances.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby initiate staff review of the entirety of Chapter 19, Subdivisions, and Chapter 24, Zoning of the James City County Code to amend the Subdivision and Zoning Ordinances, respectively, to address protections for the public water supply and areas of public health and water quality sensitivity. The Planning Commission shall hold at least one public hearing on the consideration of amendment of said Ordinances and shall forward its recommendation thereon to the Board of Supervisors in accordance with the law.

Ruth M. Larson
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
MCGLENNON	_____	_____	_____
ICENHOUR	_____	_____	_____
SADLER	_____	_____	_____
HIPPLE	_____	_____	_____
LARSON	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of October, 2018.

ITEM SUMMARY

DATE: 10/9/2018

TO: The Board of Supervisors

FROM: Elizabeth Parman, Assistant County Attorney

SUBJECT: Ordinance to Vacate a Portion of Right-of-Way Adjacent to 201 Norman Davis Drive

ATTACHMENTS:

	Description	Type
☐	Memo	Cover Memo
☐	Ordinance	Ordinance
☐	Exhibit A	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Attorney	Kinsman, Adam	Approved	9/10/2018 - 4:31 PM
Publication Management	Burcham, Nan	Approved	9/10/2018 - 4:41 PM
Legal Review	Kinsman, Adam	Approved	9/12/2018 - 12:39 PM
Board Secretary	Fellows, Teresa	Approved	9/24/2018 - 11:11 AM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 2:00 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:07 PM

MEMORANDUM

DATE: October 9, 2018

TO: The Board of Supervisors

FROM: Elizabeth Parman, Assistant County Attorney

SUBJECT: Ordinance to Vacate a Portion of that Certain Plat Entitled "Plat Showing a Un-Improved Portion of Norman Davis Drive Containing 0.267 Acres Located in Stonehouse District James City County, Virginia" Dated April 4, 2007 and More Particularly Described as that Area in R/W 0.267 Acres 11610.46 Sq. Ft.

Karen J. Wilson is requesting a vacation of a 0.267 acre portion of right-of-way on that certain plat entitled "Plat Showing a Un-Improved Portion of Norman Davis Drive Containing 0.267 Acres Located in Stonehouse District James City County, Virginia" dated April 4, 2007 (the "Plat"). The Board of Supervisors may consider this request and vacate the 0.267 acre portion of right-of-way pursuant to Code of Virginia § 15.2-2006 et seq.

This portion of Norman Davis Drive has not been improved and has not been accepted into the secondary state highway system by the Virginia Department of Transportation. James City County Planning reviewed the request and does not believe that any inconvenience will result if the 0.267 acre portion of right-of-way is vacated.

Mrs. Wilson wishes to purchase that portion of right-of-way pursuant to Code of Virginia § 15.2-2008. Staff recommends a purchase price of \$1,300 which is 25% of the assessed value of the 0.267 acre portion of right-of-way and is in conformance with the September 14, 1987 Board Resolution establishing a purchase price for vacated right-of-ways.

The attached Ordinance vacates that 0.267 acre portion of right-of-way on the Plat and transfers ownership of the vacated right-of-way to Karen J. Wilson conditioned on payment of \$1,300 to the James City County Treasurer.

EP/md
NormanDavisDr-mem

Attachment:
1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO VACATE A PORTION OF THAT CERTAIN PLAT ENTITLED "PLAT SHOWING A UN-IMPROVED PORTION OF NORMAN DAVIS DRIVE CONTAINING 0.267 ACRES LOCATED IN STONEHOUSE DISTRICT JAMES CITY COUNTY, VIRGINIA" DATED APRIL 4, 2007 AND MORE PARTICULARLY DESCRIBED AS THAT AREA IN R/W 0.267 ACRES 11610.46 SQ. FT.

WHEREAS, application has been made by Karen J. Wilson (the "Applicant"), owner of property located at 201 Norman Davis Drive, to vacate certain lines, words, numbers and symbols on a plat more particularly described below so as to discontinue an unimproved 0.267 acre portion of the Norman Davis Drive right-of-way; and

WHEREAS, pursuant to Section 15.2-2008 of the Code of Virginia, 1950, as amended (the "Virginia Code"), the Applicant wishes to purchase the proposed vacated portion of right-of-way; and

WHEREAS, the Applicant has agreed to a purchase price of \$1,300 which is 25% of the assessed value of the property in conformance with the September 14, 1987 Board Resolution; and

WHEREAS, notice that the Board of Supervisors (the "Board") of James City County would consider such application has been given pursuant to Section 15.2-2006 of the Virginia Code; and

WHEREAS, the Board held a public meeting and did consider such application on the 9th day of October 2018 and the Board was of the opinion that such vacation would not result in any inconvenience.

NOW, THEREFORE, BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia that:

1. A portion of that certain plat entitled "Plat Showing a Un-Improved Portion of Norman Davis Drive Containing 0.267 Acres Located in Stonehouse District James City County, Virginia," and recorded as instrument number 180013844 in the Clerk's Office of the Circuit Court of James City County, Virginia, is so vacated thereby discontinuing that "Area in R/W 0.267 Acres 11610.46 Sq. ft." and transferring ownership of that 0.267 acre portion of right-of-way to Karen J. Wilson.
2. This Ordinance of vacation is conditioned on the Applicant delivering payment in the amount of \$1,300 to the James City County Treasurer within one year from the date of adoption.
3. Pursuant to Section 15.2-2006 of the Virginia Code, a certified copy of this Ordinance of vacation shall be recorded as deeds are recorded and indexed in the name of the locality once said condition is fulfilled.

Ruth M. Larson
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
MCGLENNON	___	___	___
ICENHOUR	___	___	___
SADLER	___	___	___
HIPPLE	___	___	___
LARSON	___	___	___

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of October, 2018.

NormanDavisDr-ord

NUM	BEARING	DISTANCE
L1	S48°46'07"E	50.00'
L2	S41°13'53"W	16.09'

NOTES:

1. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE REPORT.
2. REFERENCES: PB. 20, PG. 47, PLAT BY AES DATED 05/23/1997 JOB NO. 23466 ENTITLED " PLAT OF SURVEY LOT 41, 42 & REMAINDER OF 43 TEMPLE HALL ESTATES OWNED BY SUMMERLIN-DAVIS ESTATE".
3. MONUMENTATION IN THE FIELD WAS MADE TO AGREE WITH ABOVE REFERENCES AS NEAR AS POSSIBLE.
4. THIS PROPERTY IS NOT IN A FLOOD HAZARD ZONE.
5. THIS PROPERTY IS NOT IN A RPA.



PARCEL ID #1220600001B
FENWICK HILLS HOMES ASSOC.
DOC.# 050002691

INTERSTATE 64
VARIABLE WIDTH R/W

r=28467.89'
a=337.02'
cd=337.02'
cb=N48°35'49"W
d=0°40'42"

LOT 42
PARCEL ID #1220400042
KAREN J. WILSON
DOC.# 980007846
IMPROVEMENTS NOT SHOWN

I, Karen J. Wilson, am applying to purchase the R/W Depicted on this plat.
Erasing property line S73°46'54"W—S41°07'44"W and extending the lot to L2.

Karen J. Wilson

Cynthia D. Wade
#183419
My commission expires 3/31/2010

Notary Seal

GRAVEL DRIVE

AREA IN R/W
0.267 Acres
11610.46 Sq.ft.

LOT 27
PARCEL ID #1220400027
CACILIE B. MENDEZ
DOC.# 010010967

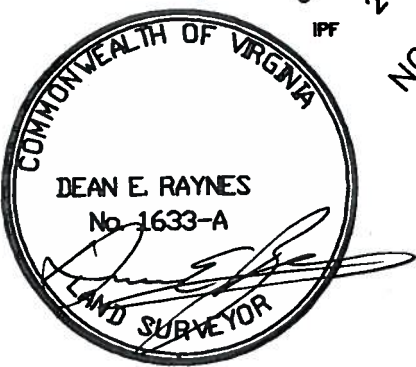
S41°13'53"W
128.11'

115.68'
N73°46'54"E

LOT 40
PARCEL ID #1220400040
G. GILLEY INVESTMENTS LLC.
DOC.# 050006041

LOUISE LANE 50' R/W

NORMAN DAVIS DRIVE 50' R/W



I, G. Gilley Investments LLC, give approval for Karen J. Wilson to purchase the R/W Depicted on this plat. I do not wish to incur any expenses for said purchase, all costs to be borne by Karen J. Wilson.

G. Gilley Investments LLC
Synda R. Gilley
Notary Seal
My Comm. Exps 2/29, 2008

PLAT SHOWING
A UN-IMPROVED PORTION OF NORMAN DAVIS DRIVE
CONTAINING
0.267 ACRES

LOCATED IN STONEHOUSE DISTRICT
JAMES CITY COUNTY, VIRGINIA
SCALE: 1"=60' DATE: 04/04/2007
J.N. 314.6

HIS LAND SURVEYING, INC.
P.O. BOX 100
PROVIDENCE FORGE VIRGINIA 23140
(804) 966-7017



ITEM SUMMARY

DATE: 10/9/2018

TO: The Board of Supervisors

FROM: Jennifer D. Tomes, Treasurer; Richard W. Bradshaw, Commissioner of the Revenue

SUBJECT: Ordinance to Amend County Code Section 12-5, License Requirement

ATTACHMENTS:

	Description	Type
☐	Memo	Cover Memo
☐	Ordinance	Ordinance
☐	Final Ordinance	Ordinance

REVIEWERS:

Department	Reviewer	Action	Date
Attorney	Kinsman, Adam	Approved	9/12/2018 - 12:39 PM
Publication Management	Daniel, Martha	Approved	9/12/2018 - 1:43 PM
Legal Review	Kinsman, Adam	Approved	9/18/2018 - 9:23 AM
Board Secretary	Fellows, Teresa	Approved	9/24/2018 - 11:11 AM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 2:00 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:07 PM

MEMORANDUM

DATE: October 9, 2018

TO: The Board of Supervisors

FROM: Jennifer D. Tomes, Treasurer
Richard W. Bradshaw, Commissioner of the Revenue

SUBJECT: Ordinance to Amend and Reordain Chapter 20, Taxation, Article I, In General, Section 12-5, License Requirement

Section 12-5 of the James City County Code of Ordinances provides dues dates for filing a business license application (March 1) and for payment of the associated license tax (either March 1 or April 5 depending on whether the tax is measured by gross receipts).

In order to streamline payment schedules and to provide clarity to taxpayers, staff proposes that the due date for filing applications and payment of associated license taxes and fees be set on the same date regardless of whether the tax is measured by gross receipts.

The Treasurer and Commissioner of the Revenue recommend amendment to the County Code of Ordinances to require filing and payment of all business license tax by March 1 of each year.

JT/RB/md
Ch20TaxLicenseReq-mem

Attachment

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 20, TAXATION, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, BY AMENDING SECTION 12-5, LICENSE REQUIREMENT.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 20, Taxation, is hereby amended and reordained by amending Section 12-5, License requirement.

Chapter 20. Taxation

Section 12-5. License requirement.

- (d) The tax and/or fee shall be paid with the application in the case of any license ~~not based on gross receipts or purchases. If the tax is measured by the gross receipts or purchases of the business, the tax shall be paid on or before April 5~~ **March 1.**

 Ruth M. Larson
 Chairman, Board of Supervisors

ATTEST:

 Teresa J. Fellows
 Deputy Clerk to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
MCLENNON	_____	_____	_____
ICENHOUR	_____	_____	_____
SADLER	_____	_____	_____
HIPPLE	_____	_____	_____
LARSON	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of October, 2018.

Ch20TaxLicenseReq-ord

ORDINANCE NO. _____

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 20, TAXATION, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, BY AMENDING SECTION 12-5, LICENSE REQUIREMENT.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 20, Taxation, is hereby amended and reordained by amending Section 12-5, License requirement.

Chapter 20. Taxation

Section 12-5. License requirement.

(d) The tax and/or fee shall be paid with the application in the case of any license on or before March 1.

Ch20TaxLicenseReq-ord-final

ITEM SUMMARY

DATE: 10/9/2018

TO: The Board of Supervisors

FROM: Jose Ribeiro, Senior Planner II

SUBJECT: SUP-18-0010. Outdoor Flea Market at 6623 Richmond Road

ATTACHMENTS:

	Description	Type
☐	Staff report	Staff Report
☐	Attachment No.1. Resolution	Resolution
☐	Attachment No. 2. Unapproved Minutes from the September 5, 2018 Planning Commission Meeting	Exhibit
☐	Attachment No. 3. Location Map	Exhibit
☐	Attachment No. 4. Master Plan Exhibit	Exhibit
☐	Attachment No. 5. Letter from Citizen	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Planning	Holt, Paul	Approved	9/24/2018 - 7:27 AM
Development Management	Holt, Paul	Approved	9/24/2018 - 7:28 AM
Publication Management	Burcham, Nan	Approved	9/24/2018 - 7:37 AM
Legal Review	Kinsman, Adam	Approved	9/24/2018 - 8:30 AM
Board Secretary	Fellows, Teresa	Approved	9/24/2018 - 11:12 AM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 2:00 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:21 PM

SPECIAL USE PERMIT-18-0010. OUTDOOR FLEA MARKET AT 6623 RICHMOND ROAD

Staff Report for the October 9, 2018, Board of Supervisors Public Hearing

SUMMARY FACTS

Applicant: David Otey of Otey Smith & Quarles
Land Owner: B & L of North Carolina, LLC
Proposal: An outdoor flea market
Location: 6623 Richmond Road
Tax Map/Parcel No.: 2430100035A
Project Acreage: ± 11.09 acres
Current Zoning: B-1, General Business (front portion of the property)
A-1, General Agricultural (rear portion of the property)
Comprehensive Plan: Mixed Use
Primary Service Area: Inside
Staff Contact: Jose Ribeiro, Senior Planner II

PUBLIC HEARING DATES

Planning Commission: September 5, 2018, 6:00 p.m.
Board of Supervisors: October 9, 2018, 5:00 p.m.

FACTORS FAVORABLE

1. With the proposed conditions, staff finds the proposal compatible with surrounding zoning and development.
2. With the proposed conditions, staff finds the proposal consistent with the recommendations of the Comprehensive Plan adopted in 2015, "Toward 2035: Leading the Way."

FACTORS UNFAVORABLE

1. A letter from an adjacent property owner has been submitted in opposition to this project.

SUMMARY STAFF RECOMMENDATION

Approval, subject to the Special Use Permit (SUP) conditions proposed by staff.

PLANNING COMMISSION RECOMMENDATION

The Planning Commission voted 7-0 to recommend approval of this application to the Board of Supervisors.

CHANGES SINCE THE PLANNING COMMISSION

None.

PROJECT DESCRIPTION

- The applicant is requesting an SUP to allow an outdoor flea market that would be operated in the existing parking lot area of the commercial/office/warehouse complex located at 6623 Richmond Road (formerly known as the Wythe-Will Complex).

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.

SPECIAL USE PERMIT-18-0010. OUTDOOR FLEA MARKET AT 6623 RICHMOND ROAD

Staff Report for the October 9, 2018, Board of Supervisors Public Hearing

- An SUP is required for outdoor flea markets in B-1 Zoning District.
- The flea market would provide space for approximately 15-20 vendors located in the front parking lot area as shown on the Master Plan (Attachment No. 4).
- The flea market would operate Saturdays and Sundays from 6 a.m. to 4 p.m. year-round.
- No new permanent structure or building addition is proposed to be constructed as part of this SUP application. As proposed, the vendors would bring their own tables, which are later disassembled and removed from the site after the end of business hours.
- The flea market will not connect to water or new utilities and no new outdoor lighting is proposed.

PLANNING AND ZONING HISTORY

- This parcel is currently zoned B-1, General Business and A-1, General Agriculture. The existing structure on the site had formerly been used entirely by the Wythe-Will Company, which moved its production facilities to Stonehouse Commerce Park in the early 2000s.
- On August 8, 2006, the Board of Supervisors approved an SUP request for the redevelopment of the property. The SUP proposed no additional square footage, only changes in use to the existing structure (i.e., Skateboard Park). In the years since, the Development Review Committee (DRC) has approved several

master plan consistency requests for specific uses within the structure:

- On February 27, 2008, the DRC recommended approval of switching the location of office and commercial space (for Ameri Clean Cleaners) as consistent with the approved Master Plan.
- On January 25, 2012, the DRC recommended approval of the placement of a roller skating rink in an area previously identified for a skate park as consistent with the approved Master Plan.
- On October 30, 2013, the DRC recommended approval of the placement of Sears Hometown and Outlet Store at a location previously identified on the Master Plan as a roller skating rink as consistent with the Master Plan.
- Staff notes that all SUP conditions associated with the addition of the Skate Park (Case No. SUP-0020-2006) are outstanding; however, as the Skate Park was never pursued, the conditions were never triggered.

SURROUNDING ZONING AND DEVELOPMENT

- North: Across Richmond Road properties are zoned M-1, Limited Business/Industrial.
- South: Properties are zoned A-1, General Agricultural and MU, Mixed Use.
- West: Properties are zoned A-1, General Agricultural.
- East: Properties are zoned M-1, Limited Business/Industrial.

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.

SPECIAL USE PERMIT-18-0010. OUTDOOR FLEA MARKET AT 6623 RICHMOND ROAD

Staff Report for the October 9, 2018, Board of Supervisors Public Hearing

Flea Market Location

The applicant has requested to locate the flea market in the parking area at the front of the complex where ± 27 parking spaces will be used to set up the flea market. Each vendor would use up to two parking spaces where vendors park their cars and set up display tables. According to the applicant, to avoid potential conflicts with vehicular traffic entering the property, the flea market area will be roped off to separate the flea market from the rest of the parking area during hours of operation (SUP Condition No. 3).

Parking Analysis

There are a total of ± 180 parking spaces on the site: 118 parking spaces located in the commercial part of the complex (front) and 62 parking spaces located in the warehouse part of the complex (rear). A total of 158 parking spaces were originally calculated to be required to accommodate all the proposed uses (i.e., office and commercial spaces, warehousing and the Skate Park).

Staff notes that since approval of the SUP in 2006 the complex has never experienced full tenant occupancy. The Skate Park and the skating rink were never developed and stores such as Ameri Clean Cleaners and Sears Hometown and Outlet Store are no longer tenants in the complex. According to the real estate agency responsible for leasing at the complex the current tenant configuration is:

- Venom: A youth baseball travel team occupying an area of ± 8,000 commercial square feet. A total of 40 parking spaces are required per the Zoning Ordinance. According to the real estate agency representing the property owner, the youth baseball travel team typically meet during weeknights.

- Car Club: A nonprofit group with eight active members occupying ± 2,300 of commercial square footage. A total of 11 parking spaces are required per the Zoning Ordinance.
- Antique Mall: Multiple vendors selling antique merchandise occupying an area of ± 5,500 square feet of commercial and office square footage. A total of 21 parking spaces are required per the Zoning Ordinance.
- Sentara Health Care: Medical equipment and storage on ± 7,000 square feet of commercial square footage. A total of 28 parking spaces are required per the Zoning Ordinance.
- Mini-Storage/Warehousing: All storage/warehousing square footage is currently empty.
- Available Commercial and Office Space: Over 25,000 square feet of commercial and office square footage is currently empty.

Based on the Zoning Ordinance, staff calculates that a total of 100 parking spaces are required to meet the parking needs of existing tenants. The proposed flea market will occupy an area of ± 7,000 square feet, which would require a total of 14 parking spaces. The area occupied by the proposed flea market will take the space of a total of 27 parking spaces. Therefore, the total number of parking spaces required for the existing uses and proposed outdoor flea market is 141 parking spaces. Based on the number of existing parking spaces (i.e., 180 spaces), there are a total of 39 parking spaces left for the remaining uses on the property. In order to ensure the availability of parking in the entire complex year-round, SUP Condition No. 8 requires that prior to any new tenant occupying the building a change of use application or parking verification must be submitted to the Director of Planning for review in order for staff to ensure the availability of parking spaces for all uses in accordance with the

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.

SPECIAL USE PERMIT-18-0010. OUTDOOR FLEA MARKET AT 6623 RICHMOND ROAD

Staff Report for the October 9, 2018, Board of Supervisors Public Hearing

Zoning Ordinance. The remaining empty square footage within the complex (i.e., warehousing and commercial) will be required to meet the minimum parking requirements of the Zoning Ordinance in order to be permitted.

PUBLIC IMPACTS

Streets

- No impacts anticipated. The Virginia Department of Transportation reviewed this application and suggested that the two entrances on the property be consolidated. However, staff finds that the nature of the proposed commercial operation and its limited impacts on the site (i.e., flea market only open for the public during two days of the week; not expanding the existing building footprint and/or additional impervious surfaces, etc.) would not support a recommendation to consolidate the entrances on the site. Richmond Road is designated by the Comprehensive Plan as a Community Character Corridor. SUP Condition No. 4 requires that landscaping shall be installed in the northern area of the property to screen the flea market from Route 60.

Schools/Fire/Utilities

- No impacts anticipated. The Fire Department has reviewed this application and has no objections. The flea market will not require connection to public water and/or sewer.

Environmental

Watershed: Yarmouth Creek.

- No impacts anticipated. The Stormwater and Resource Protection Division has reviewed this application and offers no objections. There is no additional impervious surface proposed as part of this application.

Cultural/Historic

- No impacts anticipated. The property is already developed and no land disturbance is required for the flea market.

Nearby and Surrounding Properties

- The attached SUP conditions are proposed to mitigate impacts to nearby and surrounding properties, specifically impacts associated with visual screening (SUP Condition No. 4).

COMPREHENSIVE PLAN

- The 2035 Comprehensive Plan is not specific as to the type of commercial development recommended in the Lightfoot Mixed Used area. Page 189 of the Comprehensive Plan states that “commercial uses should not develop in a strip commercial fashion and should emphasize shared access and parking as well as consistent treatment for landscaping and architecture. Measures to mitigate traffic congestion will be critical to maintaining the economic vitality of the area and to maintain an acceptable degree of mobility.” Staff finds that the flea market is not the primary use of the property and that it is consistent with the commercial development already on the property. Staff notes that there is no new permanent construction proposed as part of this SUP. Also, the proposal will use existing parking spaces and the existing landscape in the front northern corner of the property will be supplemented and improved (SUP Condition No. 4). With the proposed conditions, staff finds the impacts of the proposal will be mitigated and, therefore, consistent with the Comprehensive Plan recommendations for “commercial developments” as a principal suggested use in this portion of Richmond Road.

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.

SPECIAL USE PERMIT-18-0010. OUTDOOR FLEA MARKET AT 6623 RICHMOND ROAD

Staff Report for the October 9, 2018, Board of Supervisors Public Hearing

PROPOSED SUP CONDITIONS

- The full text of the proposed conditions is provided as Attachment No. 1.

STAFF RECOMMENDATION

Staff finds the proposal compatible with surrounding development and consistent with the recommendations of the Comprehensive Plan adopted in 2015, “*Toward 2035: Leading the Way*” and Zoning Ordinance. Staff recommends that the Board of Supervisors approve this application, subject to the attached conditions.

JR/md
SUP18-10FleaMkt

Attachments:

1. Resolution
2. Unapproved Minutes from the September 5, 2018, Planning Commission Meeting
3. Location Map
4. Master Plan Exhibit
5. Letter from Citizen

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.

RESOLUTION

CASE NO. SUP-18-0010. OUTDOOR FLEA MARKET AT 6623 RICHMOND ROAD

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

WHEREAS, B & L of NC, LLC (the "Owner") owns property located at 6623 Richmond Road and further identified as James City County Real Estate Tax Map Parcel No. 2430100035A; and

WHEREAS, on behalf of the Owner, Mr. David Otey, of Otey Smith & Quarles, has applied for an SUP to allow for the operation of an outdoor flea market as shown on the Master Plan titled: "Outdoor Flea Market at 6623 Richmond Road" and dated August 21, 2018; and

WHEREAS, a public hearing was advertised, adjoining property owners notified and a hearing conducted on Case No. SUP-18-0010; and

WHEREAS, the Planning Commission, following its public hearing on September 5, 2018 recommended approval of this application by a vote of 7-0.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, after consideration of the factors in Section 24-9 of the James City County Code, does hereby approve Case No. SUP-18-0010, as described herein with the following conditions:

1. Master Plan. This SUP shall be valid for a year-round outdoor flea market of no more than 20 vendors and accessory uses thereto (the "Flea Market") on property located at 6623 Richmond Road, further identified as James City County Tax Map No. 2430100035A (the "Property"). The Flea Market shall only operate on that portion of the Property designated as the "Special Use Permit Area" as shown on the Master Plan titled "Outdoor Flea Market at 6623 Richmond Road" and dated August 21, 2018 (the "Master Plan"). Development of the Flea Market shall be generally in accordance with the Master Plan, with any deviations considered per Section 24-23(a)(2) of the Zoning Ordinance.
2. Operating Hours. The Flea Market shall only operate between the hours of 6 a.m. and 4 p.m. on Saturdays and Sundays. All vendor tables and materials associated with the Flea Market shall be removed by the end of hours of operation of the Flea Market.
3. Flea Market Area. The location of the Flea Market, as shown on the Master Plan, will be roped off along its perimeter to separate the Flea Market area from the remaining parking lot during hours of operation in a manner as approved by the Director of Planning.
4. Landscape and Screening Plan. As part of the required site plan, a landscape and screening plan shall be submitted for the review and approval of the Director of Planning or designee. Landscaping shall be installed in the northern corner of the Property and the center island adjacent to Richmond Road. The landscaping shall

serve to screen the Flea Market from the road. Additional landscaping shall also be installed along the northern side yard to supplement the existing landscaping and to screen the parking lot from the adjacent property. All landscaping in these areas shall consist of upright evergreen trees and shrubs that meet the requirements for numbers and size contained in Section 24-96 of the Zoning Ordinance. Prior to the start of the Flea Market, the screening shown on the approved site plan shall either be installed or guaranteed in a manner acceptable to the County Attorney’s Office. If a guarantee is provided for any required screening material, such screening material shall be installed within six months of the start of the Flea Market.

5. Fire Extinguishers. At least two fire extinguishers shall be provided on the site of the Flea Market during all hours of operation. The type and location of the fire extinguishers shall be approved by the Fire Department prior to final site plan approval.
6. Public Restrooms. Indoor bathrooms shall be open to provide public restrooms during the hours of operation of the Flea Market. The planned location of the indoor bathrooms open to the public and any additional information necessary to demonstrate compliance with the building code shall be approved by the Director of Building Safety and Permits prior to final site plan approval.
7. Site Plan. A site plan shall be required for the Flea Market. Final approval of the site plan shall be obtained within 12 months of issuance of this SUP or the SUP shall become void.
8. Parking Verification. Starting with the date of approval of this SUP and prior to any new tenant occupying part of the building located on the Property, a change of use or an application to verify parking availability shall be submitted to the Director of Planning or designee for review. This information will be used to calculate parking needs for the Flea Market, ensuring the availability of parking for all tenants and customers of the Flea Market year-round.
9. Severability. This SUP is not severable. Invalidation of any word, phrase, clause, sentence or paragraph shall invalidate the remainder.

Ruth M. Larson
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
MCGLENNON	_____	_____	_____
ICENHOUR	_____	_____	_____
SADLER	_____	_____	_____
HIPPLE	_____	_____	_____
LARSON	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of October, 2018.

**Unapproved Minutes of the September 5, 2018
Planning Commission Meeting**

SUP-18-0010. Outdoor Flea Market at 6623 Richmond Road

Mr. José Ribeiro, Senior Planner, stated that a Special Use Permit Application (SUP) has been submitted to allow an outdoor flea market at 6623 Richmond road. Mr. Ribeiro stated that the front portion of the property is zoned B-1, General Business and the rear portion is zoned A-1, General Agricultural. Mr. Ribeiro stated that the property is designated Mixed Use on the 2035 Comprehensive Plan Land Use Map. Mr. Ribeiro further stated that Richmond Road is designated in the Comprehensive Plan as a Community Character Corridor (CCC). Mr. Ribeiro stated that an SUP is required for flea markets in the B-1 zoning district.

Mr. Ribeiro stated that the property is the site of a commercial office/warehouse complex. Mr. Ribeiro further stated that On August 8, 2006, the Board of Supervisors approved an SUP request for the redevelopment of the property. Mr. Ribeiro stated that the SUP proposed no additional square footage, only changes in use to the existing structure. Mr. Ribeiro stated that in the years since, the DRC has approved several master plan consistency requests for specific uses within the including switching the location of office and commercial space, placement of a roller-skating rink in an area previously identified for a skate park and placement of Sears Hometown and Outlet Store at a location previously identified on the Master Plan as a roller-skating rink.

Mr. Ribeiro noted that all SUP conditions associated with the addition of the Skate Park are outstanding; however, as the Skate Park was never pursued the conditions were never triggered.

Mr. Ribeiro stated that the proposed flea market would provide space for up to 20 vendors to be located in the front parking area. Mr. Ribeiro stated that the flea market would operate Saturdays and Sundays from 6 a.m. to 4 p.m. year-round. Mr. Ribeiro further stated that no new permanent structure or building addition is proposed to be constructed as part of this SUP application. Mr. Ribeiro stated that the vendors would bring their own tables, which are later disassembled and removed from the site after the end of business hours.

Mr. Ribeiro stated that there are a total of approximately 180 parking spaces on the site. Mr. Ribeiro stated that 118 parking spaces are located in the commercial part of the complex and 62 parking spaces are located in the warehouse part of the complex. Mr. Ribeiro stated that a total of 158 parking spaces were originally calculated to be required to accommodate all the proposed uses.

Mr. Ribeiro noted that since approval of the SUP in 2006 the complex has never experienced full tenant occupancy. Mr. Ribeiro stated that according to the real estate agency responsible for leasing at the complex the current tenant configuration includes an antique store, a youth baseball travel team, medical equipment office and storage and a nonprofit car club. Mr. Ribeiro stated that all storage/warehousing square footage is currently empty.

Mr. Ribeiro further stated that based on the Zoning Ordinance, staff calculates that a total of 100 parking spaces are required to meet the parking needs of existing tenants. Mr. Ribeiro stated that the proposed flea market will occupy an area of approximately 7,000 square feet, which would require a total of 14 parking spaces. Mr. Ribeiro stated that the area occupied by the proposed flea market will take the space of a total of 27 parking spaces during the weekends. Mr. Ribeiro stated that the total number of parking spaces required for the existing uses and proposed outdoor flea market is 141 parking spaces. Mr. Ribeiro stated that based on the number of existing parking spaces, there are a total of 39 parking spaces left for the remaining uses on the property. Mr. Ribeiro stated that in order to ensure the availability of parking in the entire complex year-round, SUP Condition No. 8 requires that prior to any new tenant occupying the building a change of use application or parking verification must be submitted to the Director of Planning for review in order for staff to ensure the availability of parking spaces for all uses in accordance with the Zoning Ordinance. Mr. Ribeiro stated that the remaining empty spaces the property, mainly the warehousing and commercial uses, will be required to meet the minimum parking requirements of the Zoning Ordinance in order to be permitted.

Mr. Ribeiro stated that the Comprehensive Plan states that in the Lightfoot Mixed Use area, commercial uses should not develop in a strict commercial fashion and should emphasize shared access and parking, as well as consistent treatment for landscape and architecture. Mr. Ribeiro stated that no permanent structures will be constructed for this use, and, further, will use existing parking spaces. Mr. Ribeiro further stated that the existing landscaping will be supplemented and improved.

Mr. Ribeiro stated that the proposed SUP conditions have been developed to mitigate the impacts of the proposed use. Mr. Ribeiro further stated that staff finds the proposal to be compatible with surrounding zoning and development and that it is consistent with the 2035 Comprehensive Plan. Mr. Ribeiro stated that staff recommends that the Planning Commission recommend approval of this application to the Board of Supervisors.

Mr. Schmidt inquired if the proposed hours of operation included set up and break down.

Mr. Ribeiro stated that he believed that the hours of operation included set up and break down; however, he would defer to the applicant for confirmation.

The applicant's representative confirmed that the hours of operation included set up and break down.

Mr. Richardson opened the Public Hearing.

Mr. David Otey, Otey Smith & Quarles, representing the applicant, addressed the Commission in support of the application. Mr. Otey thanked staff for their efforts in bringing this case forward to the Commission. Mr. Otey noted that the applicant appreciated the thoughtful approach to the suggested SUP conditions. Mr. Otey stated that the proposed use would be weekend only, would not require additional infrastructure and would not place an additional burden on County services. Mr. Otey requested that the Commission recommend approval of the application.

Ms. Julia Leverenz inquired if the flea market would operate on holidays.

Mr. Neal Jones, Applicant, stated that the flea market would not operate on weekday holidays.

Ms. Leverenz inquired if the vendors have made a request for additional operating days.

Mr. Jones stated that the parameters of the SUP would prohibit operating other than the specified weekend hours and that they fully intended to abide by the SUP conditions.

As no one else wished to speak, Mr. Richardson closed the Public Hearing.

Mr. Richardson opened the floor for discussion by the Commission.

Mr. Krapf made a motion to recommend approval of the application subject to the proposed SUP conditions.

On a roll call vote, the Commission voted to recommend approval of SUP-18-0010. Outdoor Flea Market at 6623 Richmond Road (7-0).

SUP-18-0010

Outdoor Flea Market at 6623 Richmond Road



Copyright Commonwealth of Virginia. The data contained herein are the property of the Commonwealth of Virginia. Distribution of any of these data to anyone not licensed by the Commonwealth is strictly prohibited.

290 145 0 290 580 870 Feet

SUP-18-0010, Outdoor Flea Market at 6623 Richmond Road

Property Information

2430100035A
B & L of NC LLC
6623 Richmond Road
Williamsburg, VA 23188
Zoning: B1 General Business
Comp Plan: Mixed Use
Acres: 11.09

Sheet Index

1. Cover Page
2. Master Plan



Maps Not To Scale

General Notes

1. Property is Zoned B-1. General Business and A-1. General Agricultural
 2. No changes to water/sewer utilities.
 4. This site does not appear to be located in the special flood hazard area based on Flood Insurance Rate Map 51095C0108D, effective 12/16/15.
 5. No new outdoor lighting is proposed.
- DATE: 8/21/2018

SUP-18-0010, Outdoor Flea Market at 6623 Richmond Road



**BASIC PROPERTIES, LLC
11832 Rock Landing Drive, Suite 106
Newport News, VA 23606**

August 23, 2018

Mr. Paul D. Holt, III
Director of Community Development and Planning
James City County
P. O. Box 8784
Williamsburg, VA 23187-8784

Re: SUP-18-0010, 6623 Richmond Road Outdoor Flea Market

Dear Mr. Holt:

We received your notice of the request for a Special Use Permit to operate an outdoor flea market on the above referenced property.

This property is adjacent to a commercial lot that we own in the Liberty Crossing development. Our lot is for sale and we hope to attract a business that will complement the surrounding area.

We are against approval of the special use permit because we feel that an outdoor flea market is not in keeping with the intended purpose of the current zoning, nor will it improve the area. We feel that allowing such an operation would create a nuisance and eyesore, leading to a decline in surrounding property values. Other businesses have been required to meet strict requirements as to appearance, landscaping, finishes and signage. A flea market, by its nature, could not be held to the same standards and would detract from area appearance, rather than enhance it.

We ask that the Planning Commission deny the request for the special use permit.

Sincerely,

A handwritten signature in blue ink that reads "Lloyd U. Noland III / km". The signature is written in a cursive style.

Lloyd U. Noland, III
Chairman

ITEM SUMMARY

DATE: 10/9/2018

TO: The Board of Supervisors

FROM: Amy B. Jordan, Director of Economic Development

SUBJECT: Ordinance and Agreement for the creation of the Eastern Virginia Regional Industrial Facility Authority

ATTACHMENTS:

	Description	Type
☐	EVRIFA Memo	Cover Memo
☐	Ordinance Creation EVRIFA	Ordinance
☐	Agreement Creating RIFA	Exhibit
☐	RIFA By-laws	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Economic Development	Jordan, Amy	Approved	9/25/2018 - 1:02 PM
Publication Management	Daniel, Martha	Approved	9/25/2018 - 2:10 PM
Legal Review	Kinsman, Adam	Approved	9/26/2018 - 1:09 PM
Board Secretary	Fellows, Teresa	Approved	9/26/2018 - 3:43 PM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 1:59 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:04 PM

MEMORANDUM

DATE: October 9, 2018

TO: The Board of Supervisors

FROM: Amy B. Jordan, Director of Economic Development

SUBJECT: Creation of the Eastern Virginia Regional Industrial Facility Authority

Pursuant to the Virginia Regional Industrial Facilities Act, Chapter 64, Title 15.2, Section 15.2-6400. et seq., *Code of Virginia*, the governing bodies of the County of Gloucester, the City of Hampton, the County of James City, the City of Newport News, the City of Poquoson, the City of Williamsburg and the County of York are seeking to create, by adoption of concurrent Ordinances, the Eastern Virginia Regional Industrial Facility Authority (EVRIFA) for the purpose of enhancing the economic base in the region by collectively developing, owning and operating one or more facilities on a cooperative basis.

Whereas individual localities may lack the financial resources to develop economic development projects, the creation of a regional authority provides a mechanism for the member localities to cooperate in the development of facilities which will assist the region in overcoming this barrier to economic growth. Initial membership will include the six jurisdictions of the Peninsula and Gloucester, but may be expanded to include any locality within the region that would have been eligible to be an initial member. Each member locality will appoint two members, one of which is to be an elected official. Each member locality may participate in individual facilities and projects through participation. The cost and remuneration of such projects will only be shared by those member localities that participate in the Participation Agreement for that project.

Staff recommends approval of the Ordinance and Agreement creating the EVRIFA so that James City County may participate in economic development opportunities with other jurisdictions in the region.

ABJ/md
EVRIFAcreat-mem

Attachments

ORDINANCE NO. _____

AN ORDINANCE TO CREATE A REGIONAL INDUSTRIAL FACILITY AUTHORITY

PURSUANT TO SECTION 15.2-6400 ET SEQ. OF THE CODE OF VIRGINIA (the "Act")

- WHEREAS, this Board of Supervisors recognizes that a mechanism for localities in the local region to cooperate in the development of economic development projects and facilities is needed and desired in the Region (as defined below); and
- WHEREAS, this Board of Supervisors acknowledges that the purpose of a regional industrial facility authority is to enhance the economic base for its member localities by developing, owning and operating one or more facilities on a cooperative basis involving its member localities; and
- WHEREAS, this Board of Supervisors finds that economic growth and development of the County of James City, Virginia (the "County"), and the comfort, convenience and welfare of the citizens of the County require the development of facilities, and that the collaborative and collective action through a regional industrial facility authority by the County of Gloucester, the City of Hampton, the County of James City, the City of Newport News, the City of Poquoson, the City of Williamsburg and the County of York will facilitate the development of the needed facilities within the region that comprises said geographic areas (the "Region").

BE IT ORDAINED, by the Board of Supervisors of the County of James City, Virginia (the "Board of Supervisors"), that

1. The name of the Regional Industrial Facility Authority shall be the "Eastern Virginia Regional Industrial Facility Authority" (the "Authority").
2. The initial member localities shall be the County of Gloucester, the City of Hampton, the County of James City, the City of Newport News, the City of Poquoson, the City of Williamsburg and the County of York (each, a "Member Locality" and collectively, the "Member Localities"). Each Member Locality's participation shall become effective on the date its respective governing body enacts an Ordinance substantially similar to this Ordinance authorizing the creation of the Authority. At any time subsequent to the creation of the Authority, the membership of the Authority may, with the approval of the Authority Board (as hereinafter defined and as more fully described in the Bylaws of the Authority), be expanded to include any locality within the region that would have been eligible to be an initial member. The governing body of a locality seeking to become a member shall evidence its intent to become a member by adopting an Ordinance substantially similar to this Ordinance (and otherwise in conformance with Section 15.2-6402 of the Act). The admission of such member shall be completed upon the Authority Board approving the admission, after being presented with the requisite Ordinance adopted by such locality.

3. The Authority shall be governed by an initial board (the "Authority Board") consisting of two board members from each Member Locality. Authority Board members shall be appointed by their respective Member Locality's governing body.

Each governing body of each Member Locality may appoint up to two alternate Authority Board members. Alternates shall be appointed for terms that coincide with one or more of the Authority Board members from the Member Locality that appoints the alternate. If either Authority Board member for a Member Locality is not present at a meeting of the Authority, an alternate shall have all the voting and other rights of the Board member not present and shall be counted for purpose of determining a quorum and all other purposes of that meeting.

In the event that additional Member Localities shall enact an Ordinance to join the Authority and are admitted upon the Authority Board approving the admission, the number of members of the Authority Board shall be increased by two members for each additional Member Locality, with Authority Board members to be appointed in accordance with the criteria set forth above for initial Authority Board Members and alternates.

Each member of the Authority Board shall serve for a term of four years and may be reappointed for as many terms as the governing body from said Authority Board member's Member Locality desires.

4. The Authority Board shall have such authority and exercise such powers as are permitted by the Code of Virginia, the Agreement Creating Authority (as defined below), and in the Bylaws of the Authority Board (a draft copy of which is attached hereto and which shall be approved by the Authority in substantially the same form as said draft).
5. The Authority Board shall elect from its membership a Chair, Vice Chair, Treasurer and Secretary for each calendar year. The Authority Board may also appoint an Executive Director and staff who shall discharge such functions as may be directed by the Authority Board. The Executive Director and staff may be paid from funds received by the Authority.
6. This Board of Supervisors authorizes approval, by appropriate execution by the designated representative of the County and/or by the Chair of this Board of Supervisors, of an agreement (the "Agreement Creating Authority") among the Member Localities whereby the Authority shall be established and further whereby the respective rights and obligations of the Member Localities with respect to the Authority, in accordance with the provisions of the Act, shall be set forth (a draft copy of which is attached hereto and which shall be approved by the Authority in substantially the same form as said draft). The Agreement Creating Authority shall (i) establish the terms for participation in the Authority by Member Localities and (ii) further describe the participation agreements (the "Participation Agreements") that the Authority may enter into with one or more Member Localities by which any facilities allowed by the Act may be constructed and developed. This authorization includes, but is not limited to, authority for this Board of Supervisors to approve, by Ordinance, Participation Agreements by which Authority projects shall be constructed and developed and which may be funded from this Board of Supervisors' commitment of loans or grants and in the event that a facility will be

located within the County, future tax revenue derived from the Authority’s project facilities located within the County, pursuant to Section 15.2-6406 of the Act.

- 7. If and to the extent one or more of the Member Localities named herein does not pass an Ordinance substantially similar to this Ordinance, this Ordinance shall be deemed to automatically remove said Member Locality without further action or vote of this Board of Supervisors; it being the intent of this Ordinance that it shall be adopted with any number and composition of the Member Localities named herein so long as said Ordinance, and the Authority created herein, shall be in compliance with all applicable statutes.

Ruth M. Larson
Chairman, Board of Supervisors

ATTEST:	VOTES	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
	MCGLENNON	_____	_____	_____
	ICENHOUR	_____	_____	_____
	SADLER	_____	_____	_____
	HIPPLE	_____	_____	_____
	LARSON	_____	_____	_____

Teresa J. Fellows
Deputy Clerk to the Board

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of October, 2018.

EVRIFA-res

**AGREEMENT CREATING THE EASTERN VIRGINIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY**

WHEREAS, the Virginia Regional Industrial Facilities Act, Chapter 64, Title 15.2, Section 15.2-6400. et seq., Code of Virginia, 1950, as amended (the “**Act**”) was enacted by the General Assembly of the Commonwealth of Virginia to provide a regional authority mechanism for member localities of such an authority to cooperate in developing, owning, and operating one or more facilities through combined action; and

WHEREAS, the exercise of the power granted by the Act is to be in all aspects for the benefit of the inhabitants of the geographic region included within the Member Localities, as defined below (the “**Region**”) for the increase of their commerce, and for the promotion of their safety, health, welfare, convenience and prosperity; and

WHEREAS, the governing bodies of the Member Localities (as defined below) have determined that joint action through a regional industrial facility authority will facilitate the development of needed and desired facilities in the Region; and

WHEREAS, pursuant to the Act, the governing bodies of the County of Gloucester, the City of Hampton, the County of James City, the City of Newport News, the City of Poquoson, the City of Williamsburg and the County of York (each, a “**Member Locality**” and collectively, the “**Member Localities**”) by adoption of concurrent ordinances, have proposed to create the Eastern Virginia Regional Industrial Facility Authority (the “**Authority**”) for the purpose of enhancing the economic base for the Member Localities by developing, owning, and operating one or more facilities on a cooperative basis involving its Member Localities, which concurrent ordinances will be filed with the Secretary of the Commonwealth causing the creation of the Authority; and

WHEREAS, the Member Localities have agreed to enter into this Agreement Creating the Eastern Virginia Regional Industrial Facility Authority (this “**Agreement**”) establishing and describing the respective rights and obligations of the Member Localities with respect to the Authority.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration herein stated, the Member Localities hereto agree as follows.

ARTICLE 1
NAME AND OFFICE

The name of the authority shall be the “**Eastern Virginia Regional Industrial Facility Authority**” (the “**Authority**”), and the address of its initial office is c/o York County Economic Development Authority, P.O. Box 532, Yorktown, Virginia 23690.

ARTICLE 2
PARTIES TO THE EASTERN VIRGINIA
REGIONAL INDUSTRIAL FACILITY AUTHORITY AGREEMENT

1. The initial Member Localities of the Authority are:

County of Gloucester
City of Hampton
County of James City
City of Newport News
City of Poquoson
City of Williamsburg
County of York

2. At any time subsequent to the creation of this Authority, the membership of the Authority may, with the approval of the Authority Board, be expanded to include any locality within the region that would have been eligible to be an initial member. The governing body of a locality seeking to become a member shall evidence its intent to become a member by adopting an ordinance proposing to join the Authority that conforms to the requirements established by Section 15.2-6402 of the Code of Virginia. The admission of such additional member shall be completed upon the Authority Board approving the admission, after presented with the requisite ordinance adopted by such locality, which then shall be a Member Locality for all purposes, and with all rights, under this Agreement and the Bylaws (as defined below).

ARTICLE 3
FINDINGS AND PURPOSE OF THE AUTHORITY

The Member Localities agree that this Authority has been established for the following purpose and function.

1. The Member Localities agree that the creation of the Authority provides a mechanism for the Member Localities to cooperate in the development of facilities needed and desired in the Region.

2. The exercise of the powers granted by the Act shall be in all aspects for the benefit of the inhabitants of the Region for the increase of their commerce, and for the promotion of their safety, health, welfare, convenience and prosperity. Special emphasis shall be placed on directing these benefits to the inhabitants of the Member Localities, while recognizing the regional benefit of the Member Localities' economic development projects.

3. The Authority shall be nonprofit and no part of its earnings remaining after payment of its expenses and fulfillment of commitments in furtherance of the Authority's purposes shall inure to the benefit of any individual, firm or corporation, and if the Authority is dissolved in accordance with the provisions of the Act, the title to all funds and other property

owned by the Authority shall vest in the Member Localities which have contributed to the Authority in proportion to their respective contributions as provided by the Act. In order to benefit from the dissolution, the Member Locality must be in good standing with this Agreement, the Authority's Bylaws and other documents describing the Member Localities' obligations to the Authority.

4. The Act provides the Member Localities with powers by which the Member Localities may interact as one body or as individual participating groups consisting of more than one Member Locality of the Authority which the members believe will give each local government an opportunity to establish successful partnerships for the development of economic projects which will serve the region.

5. The governing body of each Member Locality has found that the economic growth and development of the localities, and the comfort, convenience and welfare of the citizens of the Member Localities require the development of facilities and that joint action through the Authority will facilitate the development of such facilities.

ARTICLE 4 BOARD OF THE AUTHORITY

1. All powers, rights and duties conferred by the Act, or other provisions of law, upon the Authority shall be exercised by a Board of Directors, each of whom shall be a resident of the Commonwealth of Virginia (the "**Board**"). The Board shall consist of two board members from each Member Locality pursuant to Section 15.2-6403 (A) of the Act appointed by the governing body of each Member Locality. One Board member shall be an elected member of the locality's governing body. Each Board member shall serve for a term of four years and may be reappointed for as many terms as the Member Locality's governing body desires. If a vacancy occurs by reason of death, disqualification or resignation, the governing body of the Member Locality that appointed the Authority Board member shall appoint a successor to fill the unexpired term.

2. The governing body of each Member Locality may appoint up to two alternate Board members. An alternate may serve as an alternate for either Board member from the Member Locality that appoints the alternate. Alternates shall be appointed for terms that coincide with one or more of the Board members from the Member Locality that appoints the alternate. If either Board member for a Member Locality is not present at a meeting of the Authority, an alternate shall have all the voting and other rights of the Board member not present and shall be counted for purpose of determining a quorum and all other purposes at that meeting.

3. The Board shall elect from its membership, for each calendar year, a chair, vice chair, treasurer, and secretary.

4. Appointments, officers, Board meetings and procedures shall be held and conducted in accordance with the Act, this Agreement, and with the Bylaws of this Authority, attached hereto as Exhibit A and fully incorporated into this Agreement (the "**Bylaws**").

5. The Board shall submit an annual report of the Authority's activities of the preceding year to the governing bodies of the Member Localities, including a complete operating and financial statement.

6. The Board may establish dues or other annual financial fees for the operation of the Authority and its approved purposes ("**Operational Dues**") to be paid by the Member Localities. Such Operational Dues shall be approved by all Member Localities, including (without limitation) by or through a Member Locality's Economic Development Authority, by appropriate resolutions or ordinances. Such Operational Dues shall be separate from amounts due in accordance with Participation Agreements (as defined in Article 5 below). No Board member shall receive compensation, but shall be reimbursed for actual expenses incurred in the performance of his or her duties from funds available to the Authority.

7. The Authority is vested with the powers of a body corporate, including the powers to sue and be sued in its own name, plead and be impleaded, and adopt and use a common seal and alter the same as may be deemed expedient.

ARTICLE 5 PARTICIPATION AGREEMENTS FOR FACILITIES

1. The Authority may enter into participation agreements with more than one or more Member Localities by which any facilities allowed by the Act may be constructed, developed and operated in the Region ("**Participation Agreement(s)**"). Such Participation Agreements may include participation by public and private entities who are not Member Localities of the Authority ("**Other Participants**").

2. Each Member Locality may consider its terms in the participation in each proposed project. The cost for such Participation Agreements and any remuneration from the creation of a Participation Agreement shall only be shared by the Member Localities and Other Participants in accordance with the Participation Agreement for that project. The Authority may from time to time finance an economic development project (a "**Project**") pursuant to a Participation Agreement through the issuance of notes and bonds by the Authority ("**Bonds**"). Such Bonds shall be limited obligations of the Authority to be paid solely from revenues and receipts of that particular Project and from revenues that may be received pursuant to any Participation Agreement or other agreement related to the Project being financed, and may be secured by collateral encumbered or pledged in support of the financing ("**Project-Based Financing**"). Project-Based Financing is approved and consented to by the Member Localities. Any individual Member Locality may, at its discretion and as allowed by law, choose to enter into, or not enter into, a specific Project-Based Financing arrangement in support of any particular Project. Any Member Locality not entering into an agreement in support of a Project (i) shall have no monetary obligation or other duty or responsibility in relation to that Project, and (ii) its Member Locality status and participation in other Projects shall not be modified by any decision not to participate in any particular Project.

ARTICLE 6
DONATIONS; REMITTANCE OF TAX REVENUE;
REVENUE SHARING AGREEMENTS

1. Member Localities, including (without limitation) by or through a Member Locality's Economic Development Authority, are hereby authorized to lend, or donate money or other property to the Authority for any of its purposes. The Member Locality, including (without limitation) by or through a Member Locality's Economic Development Authority, making the grant or loan may restrict the use of such grants or loans to a specific facility owned by the Authority within or outside of that Member Locality.

2. The governing body of the Member Locality in which a facility owned by the Authority is located may direct, by resolution or ordinance, that all tax revenues collected with respect to the facility shall be remitted to the Authority. Such revenues may be used for the payment of debt service on bonds of the Authority and other obligations of the Authority incurred with respect to such facility. The action of such governing body shall not constitute a pledge of the credit or taxing power of such Member Locality.

3. Notwithstanding the requirements of Chapter 34 of Title 15.2 of the Code of Virginia (Section 15.2-3400 et seq.), the Member Localities may agree to a revenue and economic growth sharing arrangement with respect to tax revenues and other income and revenues generated by any facility owned by the Authority. The obligations of the parties to any such agreement shall not be construed to be debt within the meaning of Article VII, Section 10, of the Constitution of Virginia. Any such agreement shall be approved by a majority vote of the governing bodies of the Member Localities reaching such an agreement, but shall not require any other approval.

ARTICLE 7
BOND ISSUES

The Authority may at any time issue bonds for any valid purpose, including the establishment of reserves and the payment of interest. Any such bonds issued pursuant to the Act shall comply with all terms and conditions identified in Sections 15.2-6409, 15.2-6410, 15.2-6411 and 15.2-6412 of the Code of Virginia, as amended.

ARTICLE 8
ACCOUNTS AND RECORDS

The accounts and records of the Authority showing the receipt and disbursement of funds from whatever source derived shall be in such form as the Auditor of Public Accounts prescribes, provided that such accounts correspond as nearly as possible to the accounts and records for such matters maintained by corporate enterprises. The accounts and records of the Authority shall be subject to audit pursuant to Section 30-140 of the Code of Virginia and the costs of such audit services shall be borne by the Authority. The Authority's fiscal year shall be the same as the Commonwealth's.

ARTICLE 9
MEMBER LOCALITIES APPROVALS

The Authority may request action or approvals by the governing bodies of the Member Localities for any appropriate matters or actions in accordance with the Act. The Authority shall not act without approvals of the governing bodies of the Member Localities for any of the following:

- (i) Participation Agreements for individual Projects in accordance with Article 5 of this Agreement;
- (ii) tax revenue remittances in accordance with Section 15.2-6406.B of the Act;
- (iii) revenue sharing agreements in accordance with Section 15.2-6407 of the Act and Article 6 of this Agreement;
- (iv) Operational Dues in accordance with Article 4, Section 6 of this Agreement;
- (v) Any modification of the Board provisions in Article 4 Sections 1 and 2 of this Agreement; and
- (vi) Any other requirement or limitation as may be imposed by the Act, as may be amended.

ARTICLE 10
DISSOLUTION OF AUTHORITY

1. Any Member Locality of the Authority may withdraw from the Authority (i) upon dissolution of the Authority as set forth herein, or (ii) with majority approval of all other Member Localities of the Authority, upon a resolution adopted by the governing body of such Member Locality and after satisfaction of such Member Locality's legal obligations, including repayment of its portion of any debt incurred with regard to the Authority, or after making contractual provisions for the repayment of its portion of any debt incurred with regard to the Authority, as well as pledging to pay any general dues for operation of the Authority for the current and succeeding fiscal year following the effective date of withdrawal.

No Member Locality seeking withdrawal shall retain, without the consent of a majority of the remaining Member Localities, any rights to contributions made by such Member Locality, to any property held by the Authority or to any revenue sharing as allowed by the Act.

Upon withdrawal, the withdrawing Member Locality also shall return to the Authority any dues or other contributions refunded to such Member Locality during its membership in the Authority.

2. Whenever the Board determines that the purpose for which the Authority was created has been substantially fulfilled or is impractical or impossible to accomplish and that all obligations incurred by the Authority have been paid or that cash or sufficient amount of approved securities has been deposited for their repayment, or provisions satisfactory for the timely payment of all its outstanding obligations have been arranged, the Board may adopt resolutions declaring and finding that the Authority shall be dissolved.

Appropriate attested copies of such resolutions shall be delivered to the Governor so that legislation dissolving the Authority may be introduced in the General Assembly. The dissolution of the Authority shall become effective according to the terms of such legislation. The title to all funds and other property owned by the Authority at the time of such dissolution shall vest (i) in the Member Localities which have contributed to the Authority in proportion to their respective contributions, (ii) as stated in the Authority's dissolution resolution(s), or (iii) as otherwise mutually agreed upon by the Member Localities.

ARTICLE 11 MISCELLANEOUS

This Agreement may be amended or altered, from time to time, in any manner not inconsistent with the provisions of the Act and other applicable law. This Agreement shall be amended or altered only by an amendment, resolution or other approval of all of the governing bodies of the Member Localities. No such amendment shall reduce the rights, or modify the obligations of a Member Locality, for any previously approved Participation Agreement. All amendments shall be in writing and shall be signed by the Authority Chairman and Secretary after approval in accordance with this Agreement and the Bylaws. The Authority shall provide a copy of any amendment to each Member Locality not later than ten (10) days after final approval of all Member Localities.

The title of and article headings in this Agreement are solely for convenience of reference and shall not constitute a part of this Agreement nor shall they affect its meaning, construction or effect.

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the parties hereto only to the extent permitted by law. In the event that the General Assembly amends the Act in a manner that conflicts herewith, the provisions of this Agreement are hereby amended in conformity with such amendment of the Act.

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

COUNTY OF GLOUCESTER

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Edwin N. Wilmot, County Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

CITY OF HAMPTON

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Cheran Cordell Ivery, City Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

COUNTY OF JAMES CITY

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Adam Kinsman, County Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

CITY OF NEWPORT NEWS

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Collins L. Owens, Jr., City Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

CITY OF POQUOSON

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Wayne Moore, City Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

CITY OF WILLIAMSBURG

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
Christina Shelton, City Attorney

[Signatures continue on next page]

IN WITNESS WHEREOF, the governing bodies identified, by authorized action, have caused this Agreement to be executed and their respective seals to be affixed hereto and attested by their respective clerks or secretaries commencing effective on the date when fully executed.

COUNTY OF YORK

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

Approved as to form:

By: _____
James Barnett, County Attorney

EXHIBIT A

BYLAWS

**EASTERN VIRGINIA REGIONAL INDUSTRIAL FACILITY AUTHORITY
BYLAWS**

ARTICLE I

NAME; FORMATION; POWERS OF AUTHORITY; CERTAIN DEFINITIONS

Section 1

The name of the authority (the “**Authority**”) shall be “Eastern Virginia Regional Industrial Facility Authority.”

Section 2

The Authority was formed in accordance with the Virginia Regional Industrial Facilities Act, Chapter 64, Title 15.2, Section 15.2-6400 et seq., Code of Virginia, 1950, as amended (the “**Act**”). The initial Member Localities have entered into that certain Agreement Creating the Eastern Virginia Industrial Facility Authority as the same may be amended from time to time (the “**RIFA Agreement**”).

Section 3

The Authority is vested with the powers of a body corporate, including the power to sue and be sued in its own name, plead and be impleaded, and adopt and use a common seal and alter the same as may be deemed expedient. In addition to additional powers set forth in the Act, the Authority may:

1. adopt bylaws, rules and regulations to carry out the provisions of the Act;
2. employ, either as regular employees or as independent contractors, consultants, engineers, architects, accountants, attorneys, financial experts, construction experts and personnel, superintendents, managers and other professional personnel, personnel, and agents as may be necessary in the judgment of the Authority, and fix their compensation;
3. determine the locations of, develop, establish, construct, erect, repair, remodel, add to, extend, improve, equip, operate, regulate, and maintain facilities to the extent necessary or convenient to accomplish the purposes of the Authority;
4. acquire, own, hold, lease, use, sell, encumber, transfer, or dispose of, in its own name, any real or personal property or interests therein;
5. invest and reinvest funds of the Authority;

6. enter into contracts of any kind, and execute all instruments necessary or convenient with respect to its carrying out the powers in the Act to accomplish the purposes of the Authority;
7. expend such funds as may be available to it for the purpose of developing facilities, including but not limited to (i) purchasing real estate; (ii) grading sites; (iii) improving, replacing, and extending water, sewer, natural gas, electrical, and other utility lines; (iv) constructing, rehabilitating, and expanding buildings; (v) constructing parking facilities; (vi) constructing access roads, streets, and rail lines; (vii) purchasing or leasing machinery and tools; and (viii) making any other improvements deemed necessary by the Authority to meet its objectives;
8. fix and revise from time to time and charge and collect rates, rents, fees, or other charges for the use of facilities or for services rendered in connection with the facilities;
9. borrow money from any source for any valid purpose, including working capital for its operations, reserve funds, or interest; mortgage, pledge, or otherwise encumber the property or funds of the Authority; and contract with or engage the services of any person in connection with any financing, including financial institutions, issuers of letters of credit, or insurers;
10. issue bonds under the Act;
11. accept funds and property from the Commonwealth of Virginia (the “**Commonwealth**”), persons, counties, cities, and towns and use the same for any of the purposes for which the Authority is created;
12. apply for and accept grants or loans of money or other property from any federal agency for any of the purposes authorized in the Act and expend or use the same in accordance with the directions and requirements attached thereto or imposed thereon by any such federal agency;
13. make loans or grants to, and enter into cooperative arrangements with, any person, partnership, association, corporation, business or governmental entity in furtherance of the purposes of the Act, for the purposes of promoting economic and workforce development, provided that such loans or grants shall be made only from revenues of the Authority that have not been pledged or assigned for the payment of any of the Authority's bonds, and to enter into such contracts, instruments, and agreements as may be expedient to provide for such loans, and any security therefor. The word "revenues" as used in this subsection includes grants, loans, funds and property, as set out in subsections 11 and 12;
14. enter into agreements with any other political subdivision of the Commonwealth for joint or cooperative action in accordance with Section 15.2-1300 of the Code of Virginia, 1950, as amended; and

15. do all things necessary or convenient to carry out the purposes of the Act.

Section 4

Capitalized terms used in these Bylaws and not otherwise defined shall have the meanings prescribed in the Act.

ARTICLE II BOARD

Section 1

The Authority shall be governed by a board as prescribed in Section 15.2-6403 of the Act and provided in the RIFA Agreement (the “**Board**”). The Board shall consist of such number of Board members as provided in the RIFA Agreement. Board members and alternate Board members shall be appointed and shall serve for such terms as provided in the RIFA Agreement. The chair (the “**Chair**”), vice chair (“**Vice Chair**”), treasurer (“**Treasurer**”) and secretary (“**Secretary**”) of the Board shall be appointed as provided in the RIFA Agreement.

Section 2

A. The Chair of the Board shall conduct the meetings of the Board, execute documents on behalf of the Board, function as the chief executive officer of the Authority, and execute such duties as the Board may delegate to the Chair by resolution.

B. The Vice Chair of the Board shall serve in the place and stead of the Chair when he or she is unable or unwilling to serve in such capacity.

C. The Secretary shall have the responsibility for preparing and maintaining custody of minutes of the Board’s meetings, for maintaining the records, and for authenticating records of the Authority. The Secretary shall also perform such other duties as may be assigned from time to time by the Board.

D. The Treasurer shall keep or cause to be kept complete and accurate books of account. Whenever required by the Board, the Treasurer shall render a financial statement showing all transactions of the Authority and the financial condition of the Authority. The Treasurer shall also perform such other duties as may be assigned from time to time by the Board.

Section 3

The Board may appoint an executive director (“**Executive Director**”) and such other staff who shall discharge such functions as may be directed by the Board. The Executive Director and any staff members shall be paid from funds received by the Authority.

Section 4

Each member of the Board shall, before entering upon the discharge of the duties of his or her office, take and subscribe to the oath prescribed in Section 49-1 of the Code of Virginia, 1950, as amended. Each member of the Board is an “officer” under the State and Local Government Conflict of Interests Act (Va. Code § 2.2-3100 et seq.) (“COIA”).

Section 5

Members of the Board shall be reimbursed for actual expenses incurred in the performance of their duties from funds available to the Authority. No Board member shall receive compensation.

Section 6

6.1 The regular meetings of the Board shall occur once every six months on such dates and at such places and hours as may be agreed upon by the members of the Board. Regular meetings of the Board may be adjourned or continued, without further public notice, from day to day or from time to time or from place to place, but not beyond the time fixed for the next regular meeting, until the business before the Board is completed. The Board may agree to modify the frequency, dates, schedule or other details for regular meetings by a regular vote of the Board in accordance with these Bylaws. All meetings of the Authority and its committees shall comply with the Virginia Freedom of Information Act (Title 2.2, Chapter 37 of the Code of Virginia, 1950, as amended); and the Board and its committees may hold closed sessions as permitted therein.

6.2 A quorum for the transaction of business at any meeting of the Board shall exist when a majority of the Member Localities are represented by at least one member of the Board. Except as otherwise provided in these Bylaws, the affirmative vote of a quorum of the Board shall be necessary for any action taken by the Board. No vacancy in the membership of the Board shall impair the right of a quorum to exercise all the rights and perform all of the duties of the Board.

6.3 The affirmative vote of members of the Board representing two-thirds of the total number of members of the Board (a “**Supermajority**”) shall be required for the following actions of the Board:

- (i) sale or transfer of all or substantially all of the Authority assets;
- (ii) causing or permitting the Authority to incur any indebtedness for borrowed money in excess of \$50,000 over the term of such borrowing (taking in to account any permitted renewals or extensions thereof), except pursuant to a budget that has been approved by a Supermajority;

- (iii) causing or permitting the Authority to make any loan, capital expenditure, call or other contribution with respect to any security, asset, venture or investment project or item held or engaged in by the Authority, or any series of related loans, expenditures, calls or other contributions, except pursuant to a budget that has been approved by a Supermajority;
- (iv) causing or permitting the Authority to enter into any contract or agreement with a term in excess of one year, other than in the ordinary course of business, or involving payments by or to the Authority in excess of \$50,000 over the term of such contract or agreement (taking in to account any permitted renewals or extensions thereof), except pursuant to a budget that has been approved by a Supermajority;
- (v) making any distributions of Authority cash or other property, except as specifically provided in the RIFA Agreement, these Bylaws or any Participation Agreement; and
- (vi) issuance of any Bonds by the Authority.

6.4 No member of the Board present shall abstain from voting unless the member has a conflict of interest in the matter being voted upon. For the purposes of this paragraph, a “conflict of interest” shall exist when there is an actual conflict: (1) pursuant to COIA; or (2) pursuant to any applicable policy adopted by the Authority; or (3) as stated by the member unless objected to by a vote of a quorum of the Board.

6.5 Any two or more Board members representing two or more Member Localities may call a special meeting of the Board. Any such request for a special meeting shall be in writing, and the request shall specify the time and place of the meeting and the matters to be considered at the meeting. A reasonable effort shall be made to provide each member of the Board with notice of any special meeting. No matter not specified in the notice shall be considered at such special meeting unless all the members of the Board are present. Special meetings may be adjourned or continued, without further public notice, from day to day or from time to time or from place to place, not beyond the time fixed for the next regular meeting, until the business before the Board is completed.

Section 7

The Authority’s fiscal year shall be the same as the fiscal year of the Commonwealth of Virginia. The Board, within one hundred twenty (120) days following the close of the fiscal year, shall submit an annual report of the Authority's activities of the preceding year to the governing body of each Member Locality. Each such report shall set forth a complete operating and financial statement covering the operation of the Authority during such year. The Authority’s books and records shall be kept in such form as the Auditor of Public Accounts prescribes, but otherwise shall correspond as nearly as possible to accounts and records maintained by corporate enterprises, all subject to and in accordance with Section 15.2-6413 of the Act.

ARTICLE III
OFFICE OF AUTHORITY; TITLE TO PROPERTY

The Board shall maintain the principal office of the Authority within a Member Locality. All records shall be kept at such office. The title to all property of every kind belonging to the Authority shall be titled to the Authority, which shall hold it for the benefit of the Member Localities.

ARTICLE IV
AMENDMENT OF BYLAWS

These Bylaws may be altered, amended or repealed only by an amendment, resolutions, or ordinance approved by the governing bodies of all Member Localities. No such amendment shall be inconsistent with the Act, the RIFA Agreement, or other applicable law, nor shall any such amendment reduce the rights, or modify the obligations of a Member Locality, for any previously approved Participation Agreement (as defined in the RIFA Agreement).

Adopted as of _____, 2018
for the Authority

By: _____
Name: _____
Title: Chair

Attest:

, Secretary

ITEM SUMMARY

DATE: 10/9/2018

TO: The Board of Supervisors

FROM: Rick Koehl - Capital Projects Coordinator

SUBJECT: Contract Award - Forest Glen Neighborhood Drainage Repair - \$209,832

ATTACHMENTS:

	Description	Type
☐	Memorandum	Cover Memo
☐	Resolution	Resolution
☐	Exhibit 1	Exhibit
☐	Exhibit Existing Conditions Picture	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Capital Projects	Koehl, Rick	Approved	9/19/2018 - 1:47 PM
General Services	Boone, Grace	Approved	9/21/2018 - 12:55 PM
Publication Management	Daniel, Martha	Approved	9/21/2018 - 1:37 PM
Legal Review	Kinsman, Adam	Approved	9/24/2018 - 8:27 AM
Board Secretary	Fellows, Teresa	Approved	9/24/2018 - 11:05 AM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 1:57 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:03 PM

MEMORANDUM

DATE: October 9, 2018
TO: The Board of Supervisors
FROM: Rick Koehl, Capital Projects Coordinator
SUBJECT: Contract Award - Forest Glen Neighborhood Drainage Repair - \$209,832

The Forest Glen Neighborhood Drainage Repair Project, located in the Forest Glen neighborhood on Centerville Road, will repair existing drainage infrastructure and provide new infrastructure for improved stormwater drainage within the community. The project provides repairs/improvements to five sites within the neighborhood. The goal of the design is to improve the flow of stormwater throughout the neighborhood and alleviate the flooding and ponding of water within the neighborhood. All necessary permits and/or approvals have been obtained for the project.

The following five qualified firms submitted bids to be considered for contract award:

<u>Firm</u>	<u>Amount</u>
David A. Nice Builders, Inc.	\$209,832
Harbor Dredge & Dock	\$268,046
J.S.G. Corporation	\$283,353
Henry S. Branscome, LLC	\$461,811
Walter C. Via Enterprises	\$690,000

David A. Nice Builders, Inc., has performed satisfactory work for James City County in the past and was determined to be the lowest qualified, responsive and responsible bidder. This project is part of the approved Stormwater & Resource Protection Division Capital Improvements Program budget.

Staff recommends approval of the attached resolution authorizing the contract award to David A. Nice Builders, Inc.

RK/md
CA-ForGlenDrain-mem

Attachments:

1. Resolution
2. Site Exhibits

RESOLUTION

CONTRACT AWARD - FOREST GLEN NEIGHBORHOOD DRAINAGE REPAIR - \$209,832

WHEREAS, the James City County General Services Division received competitive bids for the Forest Glen Neighborhood Drainage Repair; and

WHEREAS, five bids were considered for award and David A. Nice Builders, Inc., was the lowest qualified, responsive and responsible bidder; and

WHEREAS, previously authorized Stormwater & Resource Protection Division Capital Improvements Program budget 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 \$209,832 to David A. Nice Builders, Inc., for the Forest Glen Neighborhood Drainage Repair Project.

Ruth M. Larson
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
MCGLENNON	_____	_____	_____
ICENHOUR	_____	_____	_____
SADLER	_____	_____	_____
HIPPLE	_____	_____	_____
LARSON	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of October, 2018.

CA-ForGlenDrain-res



James City County

1 inch = 200 feet

0 100 200 Feet



This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information and data obtained from various sources, and James City County is not responsible for its accuracy or how current it may be.
Copyright James City County GIS Office 9/18/2018
M:\Departments\General_Services\Rick\Forest Glen\Forest Glen.mxd

Forest Glen Neighborhood Drainage Repair

Repairs to existing and installation of new storm-water structures and piping within the neighborhood in 5 areas.

Area 1



Area 5



Area 3




Area 4



Area 2



Legend

 Improvement Area



1785

1785

1785



ITEM SUMMARY

DATE: 10/9/2018

TO: The Board of Supervisors

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

SUBJECT: Resolution Approving a Plan to Finance and Refinance Certain Public Facilities Projects through the Issuance of Revenue and Refunding Bonds by the Economic Development Authority of James City County, Virginia

ATTACHMENTS:

	Description	Type
☐	Memo	Cover Memo
☐	Resolution	Resolution
☐	Attachment 1	Exhibit
☐	Attachment 2	Exhibit
☐	Attachment 3	Exhibit
☐	Attachment 4	Exhibit
☐	Attachment 5	Exhibit
☐	Attachment 6	Exhibit
☐	Attachment 7	Exhibit
☐	Attachment 8	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Financial Management	Mellen, Sue	Approved	10/1/2018 - 1:16 PM
Publication Management	Daniel, Martha	Approved	10/1/2018 - 1:30 PM
Legal Review	Kinsman, Adam	Approved	10/2/2018 - 10:22 AM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:21 PM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 3:03 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 3:13 PM

MEMORANDUM

DATE: October 9, 2018

TO: The Board of Supervisors

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

SUBJECT: Resolution Approving a Plan to Finance and Refinance Certain Public Facilities Projects through the Issuance of Revenue and Refunding Bonds by the Economic Development Authority of James City County, Virginia

The attached resolution requests that the Economic Development Authority (EDA) issue lease revenue and refunding bonds in the amount up to \$25,400,000. The refunding portion of the bonds would refund the outstanding principal balance of the 2009 Build America Bonds that were used to finance the Police building and the Fire Administration building. The remaining amount of the bonds would finance the costs of Capital Improvements for fire apparatus and for school purposes.

A lease financing is a legal alternative to bonded indebtedness for Virginia counties in those cases where the County cannot commit to a General Obligation financing. Facilities, such as a school or a fire station, are leased to the EDA which leases them back to the School Board or the County for a sum sufficient to pay the annual debt service. The value of the property covered by the lease should exceed the amount of lease revenue bonds issued to pay for the improvements.

The resolution was prepared by bond counsel and would authorize the sale of bonds for the amounts listed as long as the interest rate on the Bonds does not exceed five percent and approve the financing documents.

SRM/md
EDARevBnds18-mem

Attachment

A RESOLUTION APPROVING A PLAN TO FINANCE AND REFINANCE
CERTAIN PUBLIC FACILITIES PROJECTS THROUGH THE ISSUANCE OF
REVENUE AND REFUNDING BONDS BY THE ECONOMIC DEVELOPMENT
AUTHORITY OF JAMES CITY COUNTY, VIRGINIA

- WHEREAS, the Economic Development Authority of James City County, Virginia (the “Authority”), pursuant to the Industrial Development and Revenue Bond Act (the “Act”) under which it is created, is authorized to exercise all the powers set forth in the Act, which include, among other things, the power to make loans to, among others, a county in furtherance of the Act, to finance or refinance and lease facilities for use by, among others, a county, to issue its revenue bonds, notes and other obligations from time to time for such purposes and to pledge all or any part of its revenues and receipts derived from payments received by the Authority in connection with its loans or from the leasing by the Authority of such facilities or from any source, as security for the payment of principal of and interest on any such obligations; and
- WHEREAS, the Authority has previously issued its \$14,935,000 Taxable Lease Revenue Bonds (County Government Project), Series 2009 Build America Bonds (the “2009 Bonds”), the proceeds of which were loaned to James City County, Virginia (the “County”), to finance costs of the (a) construction and equipping of a new police station and (b) the renovation of the law enforcement center for use by the fire department (together, the “2009 Projects”); and
- WHEREAS, the Board of Supervisors of James City County, Virginia (the “Board of Supervisors”), desires to undertake, in conjunction with the Authority, the financing of the costs of capital improvements for fire vehicles and apparatus and school purposes (the “Series 2018 Project”); and
- WHEREAS, the County desires to finance the Series 2018 Project and realize interest rate savings by requesting the Authority to issue its Public Facility Revenue and Refunding Bonds (County Government Project), Series 2018 (the “Bonds”) and use the proceeds to (a) refund the outstanding principal balance of the 2009 Bonds (such portion to be refunded, the “Refunded Bonds”), (b) finance the Series 2018 Project and (c) pay the financing and issuance costs related thereto; and
- WHEREAS, the Bonds will be secured in part by payments appropriated from time to time by the Board of Supervisors and payable to the Authority in accordance with the terms of the Financing Agreement (as hereinafter defined); and
- WHEREAS, to improve the marketing of the Bonds at attractive interest rates, Davenport & Company LLC, the County’s financial advisor (the “Financial Advisor”), has recommended that the County provide additional security for the Bonds by undertaking a lease/lease-back financing arrangement with the Authority of the certain real property located in the County consisting of the completed 2009 Projects (the “Property”); and
- WHEREAS, there have been circulated prior to this meeting drafts of the following documents (collectively, the “Documents”), proposed in connection with the issuance and sale of the Bonds and the refunding of the Refunded Bonds:

- (a) Second Supplemental Agreement of Trust (including as an exhibit the form of the Bonds), supplementing the Agreement of Trust dated as of June 1, 2016, both between the Authority and Wilmington Trust, National Association, as trustee (the “Trustee”), as previously supplemented (collectively, the “Trust Agreement”), all between the Authority and the Trustee, pursuant to which the Bonds are to be issued and which is to be acknowledged and consented to by the County;
- (b) First Supplemental Financing Agreement (the “Supplemental Financing Agreement”), supplementing a Financing Agreement dated as of June 1, 2016 (together, the “Financing Agreement”), both between the Authority and the County, pursuant to which the Authority will loan the proceeds of the Bonds to the County and the County will undertake, subject to appropriation, to make payments to the Authority in amounts sufficient to pay the principal of and premium, if any, and interest on the Bonds and certain other related costs;
- (c) Preliminary Official Statement of the Authority relating to the public offering of the Bonds (the “Preliminary Official Statement”);
- (d) Notice of Sale (attached as Appendix H to the Preliminary Official Statement) (the “Notice of Sale”) (applicable only if the Bonds are sold through a competitive sale);
- (e) Continuing Disclosure Agreement (attached as Appendix F to the Preliminary Official Statement), pursuant to which the County agrees to undertake certain continuing disclosure obligations with respect to the Bonds;
- (f) Deed and Agreement of Ground Lease (the “Ground Lease”), between the Authority and the County, conveying to the Authority a leasehold interest in the Property;
- (g) Deed and Agreement of Financing Lease, between the Authority and the County (the “Financing Lease”), conveying to the County a subleasehold interest in the Property; and
- (h) Assignment Agreement (the “Assignment Agreement”), between the Authority and the Trustee, assigning to the Trustee certain rights of the Authority under the Ground Lease and the Financing Lease;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JAMES CITY COUNTY, VIRGINIA:

1. The Board of Supervisors hereby finds that the refunding of the Refunded Bonds and the undertaking of the Series 2018 Project will be in the best interests of the County and its citizens and hereby authorizes the County, in collaboration with the Authority, to undertake the following financing plan to accomplish the same. The Authority will issue the Bonds in an aggregate principal amount not to exceed \$25,400,000. The Authority will use the proceeds of the Bonds to refund the Refunded Bonds, to finance the Series 2018 Project, and to pay the financing and issuance costs related thereto. Pursuant to the Financing Agreement, the County will undertake to make certain Basic Payments and Additional Payments (each as defined in the Financing Agreement) to the Authority in amounts

sufficient to amortize the Bonds, to pay the fees or expenses of the Authority and the Trustee and to pay certain other related costs. The obligation of the Authority to pay principal of and premium, if any, and interest on the Bonds will be limited to Basic Payments and Additional Payments received from the County. The Bonds will be secured in part by an assignment of the Basic Payments and certain Additional Payments due under the Financing Agreement, all for the benefit of the holders of the Bonds. The undertaking by the County to make Basic Payments and Additional Payments will be subject to the appropriation by the Board of Supervisors from time to time of sufficient amounts for such purposes. As additional security for the Bonds, the County will grant to the Authority a leasehold interest in the Property pursuant to the terms of the Ground Lease with an expiration not later than December 31, 2044. The Authority will sublease the Property to the County pursuant to the terms of the Financing Lease, with an expiration contemporaneous with the final payment of the Bonds. Payments due under the Financing Lease will be credited in an amount and time to the extent the County makes all Basic Payments and Additional Payments due under the Financing Agreement with respect to the Bonds. The plan of financing the Series 2018 Project, the refunding of the Refunded Bonds and the leasing of the Property shall contain such additional requirements and provisions as may be approved by the County Administrator and the Chairman or Vice Chairman of the Authority.

2. The Board of Supervisors, while recognizing that it is not empowered to make any binding commitment to make appropriations beyond the current fiscal year, hereby states its intent to make appropriations in future fiscal years in amounts sufficient to make all payments due under the Financing Agreement, which payments, as applicable, shall be credited toward the payment of amounts due under the Financing Lease, and hereby recommends that future Board of Supervisors do likewise during the term of the Financing Agreement and, if applicable, the Financing Lease.
3. The Chairman of the Board of Supervisors and the County Administrator, either of whom may act, are hereby authorized and directed to execute the Documents to which the County is a signatory, which shall be in substantially the forms circulated prior to this meeting, which are hereby approved, with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the officer signing such Documents, the execution and delivery thereof to constitute conclusive evidence of the officer's approval of any such completions, omissions, insertions and changes. The County Attorney is hereby authorized to cause the Ground Lease, the Financing Lease, the Assignment Agreement and other documents as are necessary to be recorded in the Clerk's Office of the Circuit Court of Williamsburg/James City County.
4. In making completions to the Supplemental Financing Agreement and the Financing Lease, the County Administrator, in collaboration with Financial Advisor and the Authority, shall provide for Annual Payments (under the Financing Agreement) and Basic Payments (under the Financing Lease) in amounts equivalent to the payments on the Bonds, which shall be sold to the purchaser thereof on terms as shall be satisfactory to the County Administrator; provided that the Annual Payments/Basic Payments shall be equivalent to the

Bonds (a) maturing in installments or subject to mandatory sinking fund redemption ending not later than December 31, 2039; (b) having a true or "Canadian" interest cost not exceeding 5.000% (taking into account any original issue discount or premium); (c) being subject to optional redemption, if at all, at a premium not to exceed 103% of their principal amount; and (d) being sold to the purchaser thereof at a price not less than 98% of the aggregate principal amount thereof (without taking into account any original issue discount or premium). The County Administrator is also authorized to approve a lesser principal amount for the Bonds, a maturity schedule (including serial maturities and term maturities for the Bonds) and the redemptions provisions of the Bonds, all as the County Administrator shall determine to be in the best interest of the County.

5. (a) The Board of Supervisors approves the following terms of the sale of the Bonds. The Bonds shall be sold through a competitive sale or a negotiated sale, as the County Administrator, in collaboration with the Financial Advisor and the Authority, determines to be in the best interests of the County.
- (b) If the County Administrator determines that the Bonds shall be sold by competitive sale, the County Administrator is authorized to receive bids for such Bonds and award such Bonds to the bidder providing the lowest "true" or "Canadian" interest cost, subject to the limitations set forth in Section 4. Following a competitive sale, the County Administrator shall file a certificate with the Authority and the Board of Supervisors setting forth the final terms of the Bonds. The actions of the County Administrator in selling the Bonds by competitive sale shall be conclusive and no further action with respect to the sale and issuance of the Bonds shall be necessary on the part of the Board of Supervisors.
- (c) If the Bonds are sold by competitive bid, the County Administrator, in collaboration with the Financial Advisor, is authorized and directed to take all proper steps to advertise the Bonds for sale substantially in accordance with the form of Notice of Sale, which is hereby approved; provided that the County Administrator, in collaboration with the Financial Advisor, may make such changes in the Notice of Sale not inconsistent with this Resolution as he may consider to be in the best interest of the County.
- (d) If the County Administrator determines that the Bonds shall be sold by negotiated sale, the County Administrator is authorized, in collaboration with the Financial Advisor and the Authority, to choose an investment bank or firm to serve as underwriter for the Bonds and to execute and deliver to the underwriter a bond purchase agreement (the "Bond Purchase Agreement") substantially in the form approved by the County Administrator and the County Attorney, in consultation with the County's bond counsel and Financial Advisor. Following a negotiated sale, the County Administrator shall file a copy of the Bond Purchase Agreement with the records of the Board. The actions of the County Administrator in selling the Bonds by negotiated sale to the underwriter shall be conclusive, and no further action with respect to the sale and

issuance of the Bonds shall be necessary on the part of the Board of Supervisors.

6. The Preliminary Official Statement in the form circulated prior to this meeting is approved with respect to the information contained therein (excluding information pertaining to the Authority). The County authorizes distribution of the Preliminary Official Statement to prospective purchasers of the Bonds in a form deemed to be “near final,” within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (the “Rule”), with such completions, omissions, insertions and changes not inconsistent with this Resolution as may be approved by the County Administrator. Such distribution shall constitute conclusive evidence that the County has deemed the Preliminary Official Statement to be final as of its date within the meaning of the Rule, with respect to the information therein pertaining to the County. The County Administrator is authorized and directed to approve such completions, omissions, insertions and other changes to the Preliminary Official Statement that are necessary to reflect the terms of the sale of the Bonds, determined as set forth in paragraph 4, and the details thereof and that are appropriate to complete it as an official statement in final form (the “Official Statement”) and distribution thereof to the purchaser of the Bonds shall constitute conclusive evidence that the County has deemed the Official Statement final as of its date within the meaning of the Rule.
7. The County covenants that it shall not take or omit to take any action the taking or omission of which shall cause the Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the “Code”), and regulations thereunder, or otherwise cause interest on the Bonds to be includable in the gross income for Federal income tax purposes of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of law that may require the County at any time to rebate to the United States of America any part of the earnings derived from the investment of the gross proceeds of the Bonds. The County shall pay from its legally available general funds any amount required to be rebated to the United States of America pursuant to the Code.
8. All costs and expenses in connection with the financing of the Series 2018 Project, the refunding of the Refunded Bonds and the issuance of the Bonds, including the Authority’s fees and expenses and the fees and expenses of bond counsel, counsel for the Authority, and the Financial Advisor for the sale of the Bonds shall be paid from the proceeds of the Bonds or other legally available funds of the County. If for any reason the Bonds are not issued, it is understood that all such expenses shall be paid by the County from its legally available funds and that the Authority shall have no responsibility therefor.
9. Any authorization herein to execute a document shall include authorization to deliver it to the other parties thereto and to record such document where appropriate.
10. All other acts of the County Administrator and other officers of the County that are in conformity with the purposes and intent of this Resolution and in furtherance of the issuance and sale of the Bonds and the refunding of the

Refunded Bonds (including as necessary the execution and delivery of an escrow agreement) are hereby approved and ratified.

- 11. This Resolution shall take effect immediately.

 Ruth M. Larson
 Chairman, Board of Supervisors

ATTEST:

 Teresa J. Fellows
 Deputy Clerk to the Board

VOTES	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
MCGLENNON	_____	_____	_____
ICENHOUR	_____	_____	_____
SADLER	_____	_____	_____
HIPPLE	_____	_____	_____
LARSON	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of October, 2018.

The undersigned Clerk of the Board of Supervisors of James City County, Virginia, hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a meeting of the Board of Supervisors held on October ____, 2018, and of the whole thereof so far as applicable to the matters referred to in such extract. I hereby further certify that such meeting was a regularly scheduled meeting and that, during the consideration of the foregoing resolution, a quorum was present.

Members present at the meeting were: _____

Members absent from the meeting were: _____.

Members voting in favor of the foregoing resolution were: _____

Members voting against the foregoing resolution were: _____.

Members abstaining from voting on the foregoing resolution were: _____.

WITNESS MY HAND and the seal of the Board of Supervisors of James City County, Virginia, this _____ day of _____, 2018.

Deputy Clerk, Board of Supervisors of
James City County, Virginia

[SEAL]

APPENDIX C

JAMES CITY COUNTY, VIRGINIA

[The inclusion of this information does not imply that James City County, Virginia, is legally obligated to make payments on any Bonds outstanding under the Trust Agreement, including the Series 2018 Bonds.]

TABLE OF CONTENTS

	<u>Page</u>
INTRODUCTION	1
Government Services and Facilities.....	1
Form and Organization of Government.....	1
Economic Development.....	2
ECONOMIC AND DEMOGRAPHIC FACTORS	2
Population.....	2
Income	3
Housing, Construction, and Financial Activity.....	3
Employment.....	5
Tourism.....	6
Health Care	7
Education	7
Colleges and Universities	8
Public Safety.....	8
Transportation.....	9
Water and Wastewater Services.....	9
FINANCIAL INFORMATION	10
Budgetary Process	10
Current Operating Budget.....	10
Five-Year Summary of Governmental Funds.....	11
Fiscal Year 2018 Performance.....	13
Operating Data.....	14
Capital Improvements Program	17
Outstanding Bonded Debt and Debt Service	17
Other Indebtedness and Obligations	20
Retirement Systems	20
Post-Employment Benefits Other Than Pensions.....	21
Published Financial Information.....	21

INTRODUCTION

James City County, Virginia (the “County”), is the site of Jamestown, which in 1607 became the first permanent English settlement in the New World. The United States Congress called Jamestown the birthplace of Virginia and American Government.

The County is conveniently located between the major metropolitan areas of Richmond and Norfolk. Adjacent to the County is the City of Williamsburg, Virginia (the “City”), home to historic Colonial Williamsburg and the College of William and Mary. During the 1970’s and 1980’s, tourism plus commercial and residential development expanded dramatically in the County and surrounding areas. Today, the County is home to approximately 74,722 residents and encompasses 147 square miles, the largest land area on the Virginia peninsula. Services provided by the County include a transit system, law enforcement, fire protection, parks and a recreation center, public-private health center, and social services that promote self-sufficiency.

Government Services and Facilities

The County provides a comprehensive range of local government services characteristic of its form of government under Virginia law. Although legally separate and independent, the City and the County are closely linked. The City is the County seat and the two jurisdictions share an elected Treasurer, Clerk of the Circuit Court, Commonwealth’s Attorney and Sheriff. The County and the City share a public school system and courts. The County is also a partner in many regional entities such as the jail, library system, transit, public health department and behavioral health system. Cooperative agreements exist for fire, emergency medical, social services and recreation.

Form and Organization of Government

The County is governed by a five-member Board of Supervisors (the “Board”). Each member is elected by the voters in his or her district for a term of four years. Terms are staggered with representatives from two districts being elected one year and the other three representatives being elected two years later. At its annual organizational meeting, the Board elects a chairman and vice chairman from among the five supervisors. The Board passes all local ordinances and determines all local policies that govern the County. It appoints a County Administrator as well as most boards and commissions. It also appropriates funds for County operations and generally oversees all County functions.

The County Administrator is the chief administrative officer of the County and is responsible to the Board for executing policies established by the Board. The County Administrator acts as Clerk to the Board and handles the daily administrative operations of the County as well as its strategic planning.

In addition to the elected members of the Board, five constitutional officers are elected. These officers are the Commissioner of the Revenue, the Treasurer, the Clerk of the Circuit Court, the Commonwealth’s Attorney and the Sheriff. The Treasurer, the Clerk of Circuit Court, the Commonwealth’s Attorney and the Sheriff are elected jointly by the voters of the County and the City. The County and the City courts are part of the 9th Judicial District. The three judges serving the area represent Juvenile, District and Circuit Courts and are appointed by the General Assembly of Virginia. The Circuit Court Judge appoints the members of the County’s Board of Zoning Appeals and members of the County’s Electoral Board which, in turn, appoints the General Registrar.

The County’s schools are operated by the Williamsburg-James City County School Board, which consists of two at-large members appointed by the City and five members elected by the voters of the County. Each of the County members are elected by the voters in his or her district for a term of four years, and the terms are staggered with representatives from two districts being elected one year and the other three representatives being elected two years later.

Economic Development

The Department of Economic Development’s mission is to foster development and expansion of a diversified and healthy base of primary business and industry that will better balance the tax base, increase job opportunities and enhance both the quality and standard of living in the County. The department focuses on the retention and expansion of the County’s existing primary businesses and industries, plus the recruitment of new businesses and industries.

The Economic Development Authority of James City County, Virginia (the “Economic Development Authority”) coordinates industrial revenue bond financings for qualifying businesses and charitable entities and manages inducements and loans to businesses. The Economic Development Authority works in collaboration with a variety of organizations to strengthen the economic base in the County through efforts such as James River Commerce Center (a 219 acre industrial park). Most recently, the Economic Development Authority has entered into a regional partnership with the City of Williamsburg and York County to market the area as a region to business and enterprise.

ECONOMIC AND DEMOGRAPHIC FACTORS

Population

According to estimates by the County, the County’s 2017 population is approximately 74,722. The following table presents the population figures for selected years.

POPULATION AND RATES OF CHANGE JAMES CITY COUNTY, THE COMMONWEALTH OF VIRGINIA AND THE UNITED STATES SELECTED YEARS

Year	County	Rate of Change	Commonwealth of Virginia	Rate of Change	United States	Rate of Change
1950	6,317	--	3,318,680	--	150,697,361	--
1960	11,539	82.67%	3,966,949	19.53%	178,464,236	18.43%
1970	17,853	54.72	4,651,448	17.26	203,211,926	13.87
1980	22,763	27.50	5,346,797	14.95	226,545,805	11.48
1990	34,859	53.14	6,187,358	15.72	248,709,873	9.78
2000	48,102	37.99	7,079,030	14.41	281,421,906	13.15
2010	67,009	39.31	8,001,024	13.02	308,745,538	9.71
2011	68,874	2.78	8,107,548	1.33	311,644,280	0.94
2012	69,546	0.98	8,188,656	1.00	313,993,272	0.75
2013	70,231	0.99	8,261,689	0.89	316,234,505	0.71
2014	71,140	1.29	8,316,902	0.67	318,622,525	0.76
2015	73,325	3.07	8,366,767	0.60	321,039,839	0.76
2016	73,615	0.40	8,414,380	0.57	323,405,935	0.74
2017	74,722	1.50	8,470,020	0.66	325,719,178	0.72

Sources: 2011 through 2017 population figures for James City County and the Commonwealth of Virginia are from the Weldon Cooper Center; all other years are from the U.S. Department of Commerce, Bureau of the Census.

Income

Presented below are comparative tables on per capita income and median household income for selected years.

PER CAPITA INCOME

	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016 ⁽²⁾
James City County ⁽¹⁾	\$50,739	\$53,715	\$51,109	\$51,535	\$54,220	\$55,940	\$55,508	\$57,028	\$59,404	\$59,632
Commonwealth of Virginia	44,554	45,707	44,232	45,340	47,548	49,302	48,490	50,157	42,184	52,957
United States	39,821	41,082	39,376	40,277	42,461	44,282	44,493	46,494	48,451	49,246

Source: U.S. Department of Commerce, Bureau of Economic Analysis.

⁽¹⁾ Numbers are for the County and the City of Williamsburg combined.

⁽²⁾ Latest information available.

MEDIAN HOUSEHOLD INCOME

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017
James City County ⁽¹⁾	\$71,618	\$71,988	\$74,706	\$71,667	\$79,435	\$73,632	\$72,622	\$73,968	\$83,455	\$87,910
Commonwealth of Virginia	61,044	60,316	60,674	61,882	61,741	62,666	64,902	66,262	68,114	71,535
United States	52,029	50,221	50,046	50,502	51,371	52,250	53,657	55,775	**	**

Source: U.S. Census Bureau.

⁽¹⁾ Numbers are for the County alone; they do not include the City of Williamsburg.

** Statistics not yet available.

Housing, Construction, and Financial Activity

The data in the tables below are presented to illustrate various housing characteristics for the County. As of December 31, 2017, the total number of dwelling units in the County was estimated to be 33,183, an increase of approximately 1.45% from December 31, 2008.

TOTAL DWELLING UNITS

Calendar Year	Total Unit Count
2008	27,427
2009	27,757
2010	30,151 ⁽¹⁾
2011	30,544
2012	30,923
2013	31,343
2014	31,724
2015	32,724
2016	33,183
2017	33,665

Source: James City County Planning Division.

⁽¹⁾ The number of dwelling units for calendar year 2010 was calibrated to account for official 2010 Census housing information.

[Remainder of page intentionally left blank.]

Selected data is presented below to illustrate the level of new construction that has occurred in the County.

TOTAL NUMBER OF BUILDING PERMITS ISSUED AND VALUE

Fiscal Year	Commercial/Industrial		Construction Residential		Total	
	Number of Permits	Value	Number of Permits	Value	Number of Permits	Value
2008	225	\$63,187,911	973	\$130,064,874	1,198	\$193,252,785
2009	183	45,242,077	790	89,989,687	973	135,231,764
2010	128	24,599,420	830	99,077,199	958	123,676,619
2011	144	48,473,968	809	106,315,258	953	154,789,226
2012	172	45,837,716	802	100,812,412	974	146,650,128
2013	139	27,700,522	835	117,237,035	974	144,937,557
2014	166	33,169,762	741	123,841,836	907	157,011,598
2015	147	16,449,776	822	129,526,342	969	145,976,118
2016	227	35,201,616	759	113,133,643	986	148,335,259
2017	196	78,253,358	868	127,815,408	1,064	206,068,766

Source: James City County Building and Safety Permits Division.

[Remainder of page intentionally left blank.]

Employment

The following table presents the employment and average weekly wages in the County for the first quarter of 2018.

AVERAGE EMPLOYMENT AND AVERAGE WEEKLY WAGE First Quarter 2018⁽¹⁾

Industry Group	Average Employment For Quarter ⁽¹⁾	Percent of Total	Weekly Wage Per Employee
Private			
Retail Trade	4,048	17.71%	\$ 401
Health Care and Social Assistance	3,574	15.64	745
Accommodation and Food Services	3,298	14.43	381
Arts, Entertainment, and Recreation	2,217	9.70	328
Manufacturing	1,814	7.94	1,427
Construction	1,482	6.48	947
Professional, Scientific, and Technical Service	1,362	5.96	1,405
Management of Companies and Enterprises	1,039	4.55	1,676
Administrative and Support and Waste Management	1,014	4.44	674
Real Estate and Rental and Leasing	725	3.17	890
Wholesale Trade	683	2.99	875
Other Services (except Public Administration)	672	2.94	550
Finance and Insurance	446	1.95	1,734
Educational Services	272	1.19	475
Information	144	0.63	918
Unclassified establishments	40	0.17	588
Agriculture, Forestry, Fishing and Hunting	28	0.12	309
	22,858	100.00%	
Public			
Local Government	3,242	73.13%	\$763
State Government	1,115	25.15	753
Federal Government	76	1.71	932
Total Public	4,433	100.00%	
Total	27,291		

Source: Virginia Employment Commission.

⁽¹⁾ Data excludes self-employed persons and non-disclosed data for the following industries: Mining, Quarrying and Oil and Gas Extraction; Transportation and Warehousing; and Utilities.

The average annual unemployment rates for the County, the Commonwealth and the United States for recent years are set forth in the following table.

AVERAGE ANNUAL UNEMPLOYMENT RATES Calendar Year

	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018 ⁽¹⁾
James City County	3.2%	5.4%	6.3%	6.1%	5.7%	5.3%	4.9%	4.3%	3.9%	3.6%	2.9%
Commonwealth of Virginia	3.9	6.7	7.1	6.6	6.1	5.7	5.2	4.5	4.1	3.8	2.9
United States	5.8	9.3	9.6	8.9	8.1	7.4	6.2	5.3	4.9	4.4	4.1

Source: Virginia Employment Commission; Bureau of Labor Statistics, Local Area Unemployment Statistics.

⁽¹⁾ 2018 Unemployment Rate as of July 2018.

A variety of industrial and commercial service employers are located within the County. The table below presents data regarding the major employers in the County, including the products and services they provide and the approximate number of employees.

MAJOR PRINCIPAL EMPLOYERS
Fiscal Year Ended June 30, 2017

Firm	Type of Business	Approximate Number of Employees
Busch Gardens	Theme Park	1,000+
Williamsburg-James City County Public Schools	Educational Institution	1,000+
Eastern State Hospital	Hospital	1,000+
James City County	Local Government	500-999
Anheuser-Busch, Inc.	Manufacturing	500-999
Riverside Regional Medical Center	Healthcare	500-999
Kingsmill Resort & Spa	Accommodation	500-999
Wal-Mart Distribution	Distribution	250-499
Owens & Minor	Healthcare logistics	250-499
Jamestown-Yorktown Foundation	Educational Institution	250-499

Source: James City County Department of Economic Development and the Virginia Employment Commission.

The table presented below is a summary of recent County taxable retail sales.

TAXABLE RETAIL SALES

Fiscal Year	Taxable Retail Sales
2008	\$ 822,202,251
2009	787,049,384
2010	779,388,132
2011	838,306,392
2012	900,327,488
2013	928,447,217
2014	950,407,956
2015	1,002,337,085
2016	993,784,681
2017	982,030,980

Source: Virginia Department of Taxation.

Tourism

The tourism industry makes a substantial contribution to the County's and Virginia's economy. According to the Virginia Tourism Corporation (VTC), in 2017, Greater Williamsburg area visitors contributed approximately \$431.9 million to the James City County economy and almost \$1.3 billion to the economy of the Greater Williamsburg area. The current hotel room inventory in the Greater Williamsburg area is approximately 8,360 with an inventory of 2,262 in the County. In addition, there are multiple timeshare properties representing 6,812 additional rooms in the region, with an inventory of 3,654 in the County.

HOTEL ROOMS TAX RECEIPTS
Fiscal Year 2008 to Fiscal Year 2017

Fiscal Year	Total Hotel Room Tax Receipts
2008	\$3,318,746
2009	2,764,063
2010	2,553,820
2011	2,520,379
2012	2,753,408
2013	3,008,660
2014	3,149,512
2015	3,350,328
2016	3,472,440
2017	3,628,872

Source: James City County Department of Financial Management Services.

Health Care

Located in upper York County is Sentara Williamsburg Regional Medical Center, a comprehensive medical center with an Emergency Department, all private patient rooms, and an array of inpatient and outpatient services. The hospital has a cardiac catheterization lab and advanced imaging services that feature a 32-slice Computed Tomography (CT) scanner. This five-story, approximately 339,000 square foot facility adjoins the existing Geddy Outpatient Center via an enclosed connector on the first and second floors.

Riverside Doctors Hospital opened in the City of Williamsburg in May of 2013. This two story, 100,000 square foot facility includes an emergency department and is certified as a primary stroke center.

The largest non-military medical provider on the peninsula is Riverside Regional Medical Center in the City of Newport News, Virginia (“Newport News”). This 576-bed facility offers comprehensive medical care in 29 specialties, Level II trauma care, complete cardiac care, complete cancer treatment, laser surgeries, hospice, neonatal ICU, home care and health education programs.

Other hospitals located in the area are Sentara Hampton General Hospital, Mary Immaculate Hospital, Newport News General Hospital, Riverside Rehabilitation Institute, Veteran’s Administration Medical Center, McDonald Army Hospital, Langley Air Force Base Hospital, Riverside Psychiatric Institute and Eastern State Hospital. For specialized needs, such as acute care for children, serious trauma or burns, peninsula area citizens can go to Norfolk to the Children’s Hospital of the King’s Daughters, devoted exclusively to children, and Sentara Norfolk General Hospital, which features a Level I trauma center and Nightingale helicopter service. The Medical College of Virginia in Richmond is located just an hour drive northwest.

Education

The Williamsburg-James City County Public Schools Division (the “Public Schools”) was formed in 1954 as a joint venture of the City and County to provide quality public education to the children within the two localities. Local financing for its operating and capital budgets is governed by a contract between the two localities.

The Public Schools are managed by a School Board consisting of seven members. There are five County members who are elected by County voters for four year terms. There are two City members of the School Board who are appointed for three year terms by the City Council.

The School Board has the power and responsibility to set policy and ensure that the Public Schools follow state and federal guidelines. The School Board appoints the superintendent; establishes goals and adopts policies

that become the basis for instructional programs in accordance with state regulations and local needs; sets student policies; manages school facilities and identifies additional facility requirements; and maintains public relations.

There were nine elementary schools, three middle schools and three high schools for the 2017-2018 school year. Summarized in the following tables are selected items of information concerning the total annual school membership (enrollment) and the percentage change.

PUBLIC SCHOOLS STUDENT POPULATION

School Year	Number of Students	Percent Change
2008-2009	10,248	1.1%
2009-2010	10,503	2.5
2010-2011	10,549	0.4
2011-2012	10,671	1.2
2012-2013	10,748	0.7
2013-2014	10,998	2.3
2014-2015	11,116	1.1
2015-2016	11,303	1.7
2016-2017	11,431	1.1
2017-2018	11,477	0.4

Source: Williamsburg – James City County Public Schools.

Colleges and Universities

There are several colleges and universities within a short distance of the County.

The College of William and Mary was founded in the City over three hundred years ago. Current enrollment is approximately 8,700 students. The College sponsors the Virginia Institute of Marine Science at Gloucester Point, Virginia, and it participates in the Southeastern Universities Research Association’s support of the Jefferson Labs in Newport News.

Hampton University, located approximately 40 miles from the County in the City of Hampton, was founded in 1868 and has an enrollment of approximately 4,600 students.

Christopher Newport University, located approximately 30 miles from the County in Newport News, has an enrollment of approximately 4,950 students.

Thomas Nelson Community College (“TNCC”) is a two-year public college with a campus in Hampton and a campus in the County (the “James City Campus”). The James City Campus is a state-of-the-art academic, administrative, physical plant and student and faculty support facility in a three-story, 120,000 square-foot building on the Historic Triangle campus located on 74 acres next to the Warhill High School in the County. TNCC has an enrollment of approximately 12,200 students. Students can transfer class credits earned at TNCC to most four year universities with no loss of credits.

Public Safety

Police Department. The Police Department is responsible for enforcing the law, preserving the peace, crime prevention services and animal control. The department has more than 100 sworn officers and annually responds to over 22,000 calls for service. The department is accredited by the Virginia Law Enforcement Professional Standards Commission, which rates agencies on over seven hundred different standards and criteria.

Fire Department. The Fire Department is responsible for providing protective action services to the citizens and visitors of James City County. Those protective services include fire protection, emergency medical

services, open water and dive rescue, fire prevention, fire code enforcement, and public education. The Fire Department is also responsible for the Emergency Communications system that includes the 911 dispatch center, 800 MHz radio system. The third component of the Fire Department is Emergency Management, which is responsible for the planning, response, and mitigation of emergency situations including natural disasters, hazardous material incidents, any instances at the Surry Nuclear Power Plant, and for overseeing the citizen emergency notification systems. The Fire Department has a staff of 147 including 109 uniformed and 38 civilians.

Transportation

Interstate 64 links the County with the Tidewater communities to the east and with Interstate 95 and the entire interstate corridor of the eastern seaboard to the west. The commercial and industrial areas in the County are within minutes of Interstate I-64 and within 45 minutes of Interstates I-95 and I-295.

Three international airports, all within 45 minutes of the County, provide air transportation and cargo facilities: Richmond International Airport to the west and Williamsburg/Newport News International and Norfolk International airports to the east. These airports handle international and domestic passenger flights and all-cargo flights daily. Williamsburg-Jamestown airport serves as a regional general aviation airport for turbo-prop and corporate aircraft.

The CSX rail line that passes through the County provides rail service to the County. Along with Interstate I-64, the rail line provides access to the Hampton Roads ports some 40 minutes to the east. Hampton Roads is the second largest commercial port area on the East Coast.

Water and Wastewater Services

The James City Service Authority (the "JCSA") is a public body politic and corporate of the Commonwealth of Virginia. The JCSA was created in 1969 by the Board of Supervisors pursuant to the Virginia Water and Sewer Authorities Act (Code of Virginia, 1950, as amended). The JCSA was created to acquire, construct, operate and maintain, to the extent determined by the JCSA to be financially feasible, an integrated water system and an integrated sewer collection system in the County. The JCSA Board of Directors is appointed by the Board of Supervisors. Since 1976, the Board of Supervisors has appointed its members as Directors of the JCSA to more fully coordinate JCSA activities with those of the County in the planning and development of utility systems.

The Board of Supervisors has authorized water and sewer operations for the JCSA within the Primary Service Area (the "PSA") in the County. With the approval of the County, the JCSA has extended services beyond the PSA to several public sites in the County, including three public schools, Freedom Park and two major planned communities, Greensprings West and Governor's Land. The JCSA also provides water and/or sewer service to limited sections of York County and the City of Williamsburg with the concurrence of the appropriate governing bodies.

The JCSA's water system includes the central water system and Five Forks Water Treatment Facility with ten water production facilities, and eight independent water production facilities that are located outside the PSA. There are approximately 410 miles of water transmission and distribution lines throughout the entire system. The water system facilities supply approximately 5.1 million gallons of water per day to 22,540 water customers.

The JCSA's sewer system includes 76 pump stations with approximately 440 miles of sewer collection lines. The sewer system facilities collect and move approximately 5.4 million gallons of sewage per day for 24,286 sewer customers. The JCSA has no sewage treatment facilities. Sewage treatment for areas served by the JCSA, as well as for other Hampton Roads communities, is provided by the Hampton Roads Sanitation District.

The JCSA's operating funds are self-supporting, and the JCSA receives no share of any County tax levies. The JCSA's Board of Directors has the sole power to set water and sewer utility rates. The Board of Directors adopted an inverted block or inclining rate structure in 1996 for residential customers which incorporates a unit charge that increases with increasing consumption. The primary objective of the inverted block structure is to promote water conservation, particularly from large volume residential customers.

As a result of a comprehensive water and sewer rate study in fiscal year 2015, the Board of Directors adopted a new rate structure in fiscal year 2016 that included a fixed charge for water and sewer service and proposed incremental service rate increases in subsequent fiscal years to ensure the long-term financial stability of the JCSA. The goals of this initiative are to reduce revenue variability and adequately provide for both current water and wastewater operating needs and future capital infrastructure repairs, upgrades and expansion required by asset age and regulations. Fixed charges and service rates increased in fiscal year 2018 in accordance with the plan.

FINANCIAL INFORMATION

Budgetary Process

The Code of Virginia requires the County Administrator to submit, for informative and fiscal planning purposes, a balanced, proposed operating budget to the Board of Supervisors at least 90 days before the beginning of each fiscal year, which commences July 1. Inclusion of any item in the proposed budget does not constitute an obligation or commitment on the part of the Board of Supervisors to appropriate funds for such item or purpose.

The budget includes a two-year financial plan for operations and a five-year plan for capital projects. Public hearings are conducted to obtain citizen comments. Prior to June 30, only the first year of the financial plan is legally enacted through passage of an Appropriations Resolution. The Appropriations Resolution places legal restrictions on expenditures at the fund and function level. The appropriation for each fund and function can be revised only by the Board; however, the County Administrator may amend the budget within functions. The School Board is authorized to transfer budgeted amounts within the Public Schools' categories. Supplemental appropriations may be made without amending the budget.

Each department is required to review its performance versus budget on a monthly basis. In addition, a formal review of actual revenues and expenses versus budget is performed mid-year on a County-wide basis.

All County general fund appropriations lapse June 30.

Current Operating Budget

On May 8, 2018, the Board of Supervisors adopted a total budget for the fiscal year ending June 30, 2019.

The adopted budget for fiscal year 2019 includes increases in revenues and expenses over the adopted budget for fiscal year 2018. General fund revenues for fiscal year 2019 are projected to increase by approximately 4.9% compared to the 2018 adopted budget.

[Remainder of page intentionally left blank.]

The following table shows the County's General Fund budgeted revenues and expenditures for fiscal years 2018 and 2019.

**GENERAL FUND OPERATING BUDGET
REVENUES AND EXPENDITURES**

	Fiscal Year 2018 Adopted	Fiscal Year 2019 Adopted
REVENUES:		
General property taxes	\$129,089,000	\$133,300,000
Other local taxes	23,390,000	28,350,000
Licenses, Permits and Fees	9,063,000	9,499,000
Fines and Forfeitures	330,000	280,000
Use of Money and Property	220,000	220,000
Revenue from the Commonwealth	27,672,000	27,803,000
Revenue from the Federal Government	8,000	8,000
Charges for Current Services	6,255,000	6,140,000
Miscellaneous Revenues	223,000	250,000
Total Revenues	<u>\$196,250,000</u>	<u>\$205,850,000</u>
EXPENDITURES:		
County Operations:		
General Administration	\$ 3,270,921	\$ 2,780,368
Court Services	4,020,036	4,053,931
Public Safety	25,232,074	26,645,571
Financial Information	4,745,303	4,629,193
Information Resources Management	2,801,591	4,235,154
Community Development	3,611,078	3,281,679
General Services	9,836,044	11,597,636
Parks and Recreation	6,052,970	6,393,877
Other Operations	13,667,9983	142,232,591
Total Expenditures	<u>\$196,250,000</u>	<u>\$205,850,000</u>

Source: James City County Department of Financial Management Services; Fiscal Year 2017 and 2018 Adopted Budgets.

Five-Year Summary of Governmental Funds

The financial data shown in the following table present a summary of revenues, expenditures and other sources and uses of the County's Governmental Funds for each of the five fiscal years through the period ended June 30, 2017. The Governmental Funds consist of the General Fund, the Capital Projects Fund, the Debt Service Fund and the Non-Major Governmental Funds.

This summary has been compiled from the basic financial statements of the County for Fiscal Years 2013 through 2017. Financial data for the Fiscal Year ended June 30, 2017, should be read in conjunction with the Basic Financial Statements and Notes thereto, submitted by Dixon Hughes Goodman LLP, Newport News, Virginia, and included herein as Appendix D. Dixon Hughes Goodman LLP has not reviewed this Appendix or the Official Statement generally or any other matters related to the issuance of the Series 2018 Bonds.

GOVERNMENTAL FUNDS
REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES
Fiscal Year End June 30,

	2013	2014	2015	2016	2017
REVENUES:					
General property taxes	\$109,112,196	\$112,151,342	\$112,542,078	\$124,363,595	\$128,094,252
Other local taxes	21,208,061	21,435,046	22,771,626	24,027,667	24,555,363
Licenses, permits, and fees	7,623,652	8,134,299	8,443,821	8,779,496	9,049,208
Fines and forfeitures	295,355	293,625	271,615	309,278	270,716
Use of money and property	330,514	339,358	232,388	263,745	402,544
Charges for services	5,736,864	5,549,607	5,944,750	6,623,273	6,471,404
Miscellaneous	1,473,964	1,875,484	4,217,842	1,932,580	2,924,978
Intergovernmental	34,672,161	33,945,431	34,169,438	34,635,171	35,092,799
Total Revenues	<u>\$180,452,767</u>	<u>\$183,724,192</u>	<u>\$188,593,558</u>	<u>\$200,934,805</u>	<u>\$206,861,264</u>
EXPENDITURES:					
General government	\$ 9,399,885	\$ 9,643,858	\$ 9,432,889	\$ 9,678,060	\$ 9,770,250
Judicial administration	5,250,974	5,514,609	5,599,728	5,463,744	5,870,569
Public works	7,606,884	7,353,940	6,976,533	27,878,252	28,443,672
Health and welfare	6,785,380	7,061,327	7,193,841	7,082,202	7,833,811
Education	75,931,599	77,496,482	79,610,865	7,234,052	7,350,896
Parks, recreation, and culture	9,075,083	9,899,159	9,858,887	79,825,974	84,299,207
Public safety	26,555,114	26,764,383	27,475,307	9,872,451	10,293,611
Community development	10,914,977	10,958,279	10,769,064	10,353,844	11,827,600
Nondepartmental	966,806	721,744	525,433	1,183,538	-
Debt service:					
Principal	23,473,305	16,417,326	16,862,695	17,122,377	16,206,234
Interest	9,522,081	8,822,326	7,787,361	6,188,222	6,841,056
Bond issuance costs	253,624	-	112,863	1,173,546	-
Capital outlay ⁽¹⁾	12,586,344	18,421,679	13,424,741	12,647,985	25,818,138
Total Expenditures	<u>\$198,322,056</u>	<u>\$199,075,112</u>	<u>\$195,630,207</u>	<u>\$195,704,247</u>	<u>\$214,555,044</u>
Excess (deficiency) of revenues over (under) expenditures	(\$ 17,869,289)	(\$ 15,350,920)	(\$ 7,036,649)	\$ 5,230,558	(\$ 7,693,780)
Other financing sources:					
Transfers in	\$ 33,965,148	\$ 34,729,940	\$ 35,271,660	\$ 40,956,217	\$ 40,745,506
Transfers out	(33,965,148)	(34,729,940)	(35,271,660)	(40,956,217)	(40,745,506)
Issuance of debt	26,380,000	-	34,185,000	91,665,000	-
Premiums on bonds issued	2,309,915	-	3,907,273	10,930,294	-
Capital lease	-	-	-	-	4,736,044
Payment to refunded bond escrow agent	-	-	(39,371,952)	(73,165,442)	-
Total other financing sources	<u>\$ 28,689,915</u>	<u>\$ -</u>	<u>(\$ 1,279,679)</u>	<u>\$ 29,429,852</u>	<u>\$ 4,736,044</u>
Net change in fund balances	\$ 10,820,626	(\$ 15,350,920)	(\$ 8,316,328)	\$ 34,660,410	(\$ 2,957,736)
Fund balance, beginning of year	70,197,667	81,018,293	65,667,373	57,351,045	\$ 92,011,455
Fund balance, end of year	81,018,293	65,667,373	57,351,045	92,011,455	\$ 89,053,719
Debt service as a percentage of Noncapital expenditures ⁽²⁾	17.55%	13.97%	13.35%	12.56%	11.99%

Source: James City County, Virginia, Comprehensive Annual Financial Report

⁽¹⁾ Including operating transfers to capital projects.

⁽²⁾ Noncapital expenditures equals total expenditures less amounts for capitalized assets on the government-wide statement of net assets.

The following table shows the County's fiscal year 2017 revenues by source.

GOVERNMENTAL FUNDS
Fiscal Year 2017 Revenues by Source

	Amount	Percent of Total	Increase (Decrease) from 2016
General Property Taxes	\$128,094,252	61.92%	3.00%
Other Local Taxes	24,555,363	11.87	2.20
Permits, privilege fees reg. licenses	9,049,208	4.37	3.07
Fines and Forfeitures	270,716	0.13	(12.47)
Use of Money and Property	402,544	0.19	52.63
Charges For Services	6,471,404	3.13	(2.29)
Miscellaneous	2,924,978	1.41	51.35
Intergovernmental	35,092,799	16.96	1.32
Total Revenue	\$206,861,264	100.00%	

Source: James City County Department of Financial Management Services.

Fiscal Year 2018 Performance

The Board of Supervisors adopted a fiscal year 2018 general fund budget of \$196,250,000. The unaudited fiscal year 2018 performance expects realized revenues to be approximately \$196,800,000 and expenditures to be \$193,000,000 resulting in an increase to fund balance of approximately \$3,200,000.

Operating Data

The following table sets forth the assessed value of all taxable property in the County for each of its ten most recent fiscal years.

**HISTORICAL ASSESSED VALUE
Fiscal Year 2008 to Fiscal Year 2017**

Year	Total Real Property	General Personal Property	Machinery and Tools	Mobile Homes	Total Personal Property	Public Service	Total Assessed Value
2008	\$10,672,714,225	\$623,336,868	\$125,136,293	\$12,537,160	\$761,010,321	\$176,428,097	\$11,610,152,643
2009	11,005,655,000	610,316,169	128,696,107	11,641,959	750,654,235	184,750,991	11,941,060,226
2010	11,155,493,300	598,149,387	132,052,632	10,994,266	741,196,285	196,289,584	12,092,979,169
2011	11,172,929,700	621,471,862	137,178,668	10,101,067	768,751,597	210,802,200	12,152,483,497
2012	11,316,807,900	652,561,625	139,945,157	9,719,184	802,225,966	222,670,868	12,341,704,734
2013	10,921,180,200	687,058,440	141,877,157	9,209,475	838,145,072	232,588,225	11,991,913,497
2014	11,067,756,400	710,720,870	144,950,305	8,346,659	864,017,834	233,973,337	12,165,747,571
2015	11,148,405,300	783,249,672	144,694,099	7,901,856	935,845,627	336,370,602	12,420,621,529
2016	11,352,153,219	770,378,346	145,094,277	7,533,858	923,006,481	236,177,856	12,511,337,556
2017	11,608,801,433	809,023,687	147,942,350	7,008,284	963,974,321	245,349,999	12,818,125,753

Source: Real Estate Assessments and Commissioner of the Revenue, James City County.

[Remainder of page intentionally left blank.]

The following table shows the County's property tax rates for each of its ten most recent fiscal years.

PROPERTY TAX RATES⁽¹⁾

Fiscal Year	Real Estate	Personal Property	Assessed % NADA Loan Value
2008	\$0.770	\$4.00	100%
2009	0.770	4.00	100
2010	0.770	4.00	100
2011	0.770	4.00	100
2012	0.770	4.00	100
2013	0.770	4.00	100
2014	0.770	4.00	100
2015	0.770	4.00	100
2016	0.840	4.00	100
2017	0.840	4.00	100

Source: James City County, Virginia, Comprehensive Annual Financial Report, Year Ended June 30, 2017

⁽¹⁾ Per \$100 of assessed value.

The following table sets forth information concerning the County's general property tax collection rate for each of its ten most recent fiscal years.

**GENERAL PROPERTY TAX COLLECTION RATE
Fiscal Year 2008 to Fiscal Year 2017**

Fiscal Year	Collected within the Fiscal Year of the Levy			Total Collections to Date		
	Taxes Levied for the Fiscal Year	Amounts⁽¹⁾	Percentage of Levy	Collections in Subsequent Years⁽⁴⁾	Amount	Percentage of Levy
2008	\$114,064,606	\$ 96,586,301	84.68%	\$17,371,259	\$113,957,560	99.91%
2009	114,856,453	97,895,837	85.23	16,824,283	114,720,120	99.88
2010	116,316,624	99,101,581	85.20	16,968,862	116,070,443	99.79
2011	117,215,610	100,889,563	86.07	15,946,267	116,835,830	99.68
2012	121,312,654	101,482,234	83.65	19,498,752	120,980,986	99.73
2013	117,414,914	98,431,581	83.83	18,747,396	117,178,977	99.80
2014	118,804,815	100,523,591	84.61	17,810,298	118,333,889	99.60
2015	116,313,370	101,071,578	86.90	13,981,851	115,053,429	98.92
2016	122,270,532	106,867,113	87.40	14,476,777	121,343,890	99.24
2017	125,345,126	109,436,232	87.31	-	109,436,232	87.31

Source: Treasurer, James City County.

⁽¹⁾ Collections related to fiscal year levies include the Personal Property Tax Relief Act (the "PPTRA") reductions claimed by taxpayers.

[Remainder of page intentionally left blank.]

The following tables set forth the County's ten largest taxpayers of personal property taxes and real estate taxes. The aggregate assessed personal property taxes of the ten largest personal property taxpayers represent 21.46% of the County's total personal property tax levy for fiscal year 2017. The aggregate assessed real estate taxes of the ten largest real estate taxpayers represent 9.08% of the County's total real estate tax levy for fiscal year 2017.

**TEN LARGEST TAXPAYERS
(Fiscal Year 2017)**

Principal Personal Property Tax Payers

Name of Business	Property Taxes Assessed	% of Total Taxable Assessed Value
Anheuser-Busch, Inc.	\$3,982,058	10.39%
Seaworld Parks, LLC	1,571,928	4.10
Ball Metal Container	643,475	1.68
Printpack, Inc.	475,313	1.24
Owens-Brockway Glass Container	458,168	1.20
Wal-Mart, Inc.	299,347	0.78
Cox Communications of Hampton Roads	256,601	0.67
Toyota Lease Trust	250,444	0.65
HVT, Inc.	180,400	0.47
Branscome, Inc.	107,588	0.28
	\$8,225,322	21.46%

Principal Real Estate Tax Payers

Name of Business	Property Taxes Assessed	% of Total Taxable Assessed Value
Premium Outlets of Williamsburg ⁽¹⁾	\$1,227,400	1.23%
Anheuser-Busch, Inc.	1,181,700	1.19
Virginia Electric & Power Company	1,117,763	1.12
Williamsburg Plantation Owners Association	1,084,693	1.09
Powhatan Plantation Owners Association	998,420	1.00
Wal-Mart, Inc.	840,000	0.84
Williamsburg Landing, Inc.	758,279	0.76
Manor Club @ Ford's Colony	651,006	0.65
Virginia United Methodist Homes, Inc.	630,216	0.63
Seaworld Parks, LLC	572,308	0.57
	\$9,061,785	9.08%

Source: Commissioner of Revenue, James City County.

⁽¹⁾ Premium Outlets includes two related parties, Williamsburg Outlets, LLC and Williamsburg Mazel, LLC. They are combined in this table to show the value of the shopping center.

[Remainder of page intentionally left blank.]

Capital Improvements Program

As a part of the annual budgeting process, each year the County develops a Capital Improvements Program (“CIP”) for the following five fiscal years. Only the first year of the CIP is actually appropriated. The remaining four years are included for planning purposes and are subject to revision in future years.

On May 8, 2018, the Board approved the CIP for fiscal years 2019 through 2023. The following table summarizes anticipated capital expenditures for the next five fiscal years.

SUMMARY OF ANTICIPATED CAPITAL EXPENDITURES FOR FISCAL YEARS ENDING JUNE 30

Description	2019	2020	2021	2022	2023	Total
Schools	\$14,063,000	\$ 2,095,000	\$23,289,000	\$ 4,786,000	\$ 6,934,000	\$ 51,167,000
General Services/Other	8,137,381	6,781,381	5,222,000	3,993,000	3,876,000	28,009,762
Public Safety	4,265,000	3,050,000	9,705,000	1,400,000	385,000	18,805,000
Parks and Recreation	1,600,000	184,000	1,986,000	1,534,000	1,050,000	6,354,000
Tourism	2,328,000	533,000	2,600,000	-	1,050,000	6,511,000
Total Uses	\$30,393,381	\$12,643,381	\$42,802,000	\$11,713,000	\$13,295,000	\$110,846,762

Source: James City County Department of Financial and Management Services.

The sources of funding for the capital improvement projects are shown in the following table:

Sources of Funds	2019	2020	2021	2022	2023	Total
General Fund	\$ 9,109,000	\$ 8,238,000	\$ 9,266,000	\$ 9,110,000	\$9,520,000	\$ 45,243,000
Tax ⁽¹⁾	1,340,381	1,340,381	-	-	-	2,680,762
Prior Year General Fund	1,891,000	1,807,000	1,788,000	1,878,000	2,000,000	9,364,000
Prior Year School Fund	600,000	600,000	600,000	600,000	600,000	3,000,000
Fire Apparatus Grants	125,000	125,000	125,000	125,000	125,000	625,000
Bond Proceeds	15,000,000	-	28,423,000	-	-	43,423,000
From Tourism Fund	2,328,000	533,000	2,600,000	-	1,050,000	6,511,000
Total	\$30,393,381	\$12,643,381	\$42,802,000	\$11,713,000	\$13,295,000	\$110,846,762

Source: James City County Department of Financial and Management Services.

Outstanding Bonded Debt and Debt Service

Pursuant to the Constitution of Virginia and the Public Finance Act of 1991 (Chapter 26, Title 15.2 of the Code of Virginia of 1950, as amended), a county in Virginia is authorized to issue general obligation bonds secured by a pledge of its full faith and credit. For the payment of such bonds, the governing body of the county is required to levy, if necessary, an annual ad valorem tax on all property in the county subject to local taxation. Although the amount of bonds issued by Virginia counties is not subject to statutory limitation, counties generally are prohibited from issuing general obligation bonds unless the issuance of such bonds has been approved by public referendum. This referendum requirement does not apply to bonds for capital projects for school purposes and sold to the Literary Fund, the Virginia Supplemental Retirement System or other state agencies prescribed by law, including the Virginia Public School Authority. The County’s undertakings to make rental payments under capital and operating leases are subject to annual appropriation and do not constitute general obligation debt under the Constitution of Virginia or the Public Finance Act of 1991.

Set forth below is a statement of long-term general obligation and major capital lease indebtedness of the County at June 30, 2018, and a schedule of debt service payments:

STATEMENT OF LONG-TERM DEBT

Total Long-Term Debt as of June 30, 2018

\$

[Remainder of page intentionally left blank.]

SCHEDULE OF GENERAL FUND LONG-TERM DEBT SERVICE REQUIREMENTS

FY	Existing Debt			Series 2018 Lease Revenue Bonds			Total Debt		
	Principal	Interest	Total	Principal	Interest	Total	Principal	Interest	Total

Source: James City County Department of Financial Management Services.

Note: Includes the County's general obligation/refunding bonds: Series 1997 (\$_____ principal balance outstanding as of June 30, 2018), Series 1999 Series A (\$_____ principal balance outstanding as of June 30, 2018), Series 1999 Series B (\$_____ principal balance outstanding as of June 30, 2018), Series 2011 (\$_____ principal balance outstanding as of June 30, 2018), Series 2014 (\$_____ principal balance outstanding as of June 30, 2018), Series 2015A (\$_____ principal balance outstanding as of June 30, 2018), Series 2015B (\$_____ principal balance outstanding as of June 30, 2018). Also includes the County's lease payments (subject to annual appropriation) payable to the Authority in connection with its lease revenue/refunding bonds: Series 2009 (\$_____ principal balance outstanding as of June 30, 2018), Series 2011 (\$_____ principal balance outstanding as of June 30, 2018), Series 2012 (\$_____ principal balance outstanding as of June 30, 2018), Series 2014 (\$_____ principal balance outstanding as of June 30, 2018), Series 2015 (\$_____ principal balance outstanding as of June 30, 2018), Series 2016 (\$_____ principal balance outstanding as of June 30, 2018). Also includes the County's lease payment obligations under capital leases entered into in 2010 (\$_____ principal balance outstanding as of June 30, 2018) and 2017 (\$_____ principal balance outstanding as of June 30, 2018).

* Totals may not foot due to rounding.

[Remainder of page intentionally left blank.]

The following table shows the County's ratio of net general bonded debt to assessed value of property and net bonded debt per capita for the last ten fiscal years.

**RATIO OF NET GENERAL BONDED DEBT TO
ASSESSED VALUE AND NET BONDED DEBT PER CAPITA**

Fiscal Year	Population⁽¹⁾	Assessed Value	Gross Bonded Debt⁽²⁾⁽³⁾	Less Debt Service Monies Available⁽⁴⁾	Net Bonded Debt	Ratio of Net General Obligation Debt to Assessed Value	Net Bonded Debt Par Capita
2008	61,195	\$11,610,152,643	\$118,369,735	\$1,890,734	\$116,479,001	1.00%	\$1,903
2009	63,135	11,941,060,226	109,974,105	1,706,525	108,267,580	0.91	1,715
2010	67,745	12,092,979,169	101,414,765	2,921,044	98,493,721	0.81	1,454
2011	68,500	12,152,483,497	93,283,624	2,921,037	90,362,587	0.74	1,319
2012	69,451	12,341,704,734	86,134,103	2,920,981	83,213,122	0.67	1,198
2013	70,376	11,991,913,497	80,004,294	2,920,583	77,083,756	0.64	1,095
2014	71,254	12,165,747,571	72,164,244	2,920,369	69,243,875	0.57	972
2015	72,682	12,420,621,529	65,458,589	1,219,616	64,238,973	0.52	884
2016	73,767	12,511,337,556	49,844,842	1,221,521	48,623,321	0.39	659
2017	74,230	12,818,125,753	44,155,482	1,222,024	42,933,458	0.33	578

Source: James City County Comprehensive Annual Financial Report for June 30, 2017

⁽¹⁾ Planning Division – population figure is the estimate from the second quarter of the year.

⁽²⁾ Includes all long-term general obligation bonded debt, bond anticipation notes, and Literary Fund loans.

⁽³⁾ Includes general obligation debt payable from enterprise revenues.

⁽⁴⁾ Debt Service Reserve Funds held by a trustee.

Other Indebtedness and Obligations

The County has no overlapping debt. The Williamsburg-James City County School Board, which is a component unit of the County according to the Government Accounting Standards Board, had no outstanding capitalized leases as of June 30, 2017.

The County closed its landfill in 1994. State and federal laws and regulations require the County to perform certain maintenance and monitoring functions at the site for 10 to 30 years after closure. The County's financial statements for the fiscal year ended June 30, 2017 show \$1,184,879 as landfill post-closure liability, which represents the liability estimated to monitor the landfill for an average monitoring period of 25 years. See note 10 of the County's audited financial statement in Appendix B for a more complete description of the County's landfill closure and post-closure care cost.

Retirement Systems

The County, the James City Service Authority and the Williamsburg-James City County Public Schools contribute to the Virginia Retirement System ("VRS"), an agent multiple-employer defined benefit pension plan.

All full-time, salaried permanent employees of the County, the JCSA and the Public Schools must participate in the VRS. Plan members are required to contribute 5% of their annual salary to the VRS. In addition, the County, the JCSA and the Public Schools are required to contribute the remaining amounts necessary to fund their participation in the VRS using the actuarial basis specified by statute and approved by the VRS Board of Trustees. The employer contribution rates for the fiscal year ended June 30, 2017 were 9.37%, 7.29% and 4.67% of annual covered payroll for the County, the JCSA and the Public Schools, respectively, resulting in contributions of \$3,640,677, \$297,668 and \$233,512, respectively.

See note 11 of the County's audited financial statements in Appendix B for a more complete description of the County's defined pension benefit obligation as of June 30, 2017.

Post-Employment Benefits Other Than Pensions

For the fiscal year ended June 30, 2009, the County and Public Schools adopted GASB Statement No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*. The Statement establishes standards for reporting the liability for the County's nonpension postemployment benefit, the health care plan for retirees.

The County and Public Schools provide postemployment health care (OPEB) for qualifying retired employees who are not yet eligible for Medicare through single-employer defined benefit plans. The benefits, benefit levels, employee contributions and employer contributions are governed by the County and Public Schools and can be amended through their personnel manuals.

The County and Public Schools have not established a trust to prefund this liability. The anticipated growth in the net OPEB obligation is based on contributions to the benefit plan on a pay-as-you-go cost basis. The data has been projected into the future based on the assumption the current active population remains constant. Retirees pay the full rate of coverage under the medical plan.

Currently, covered full-time active employees who retire directly from the County and are at least 50 years of age with 15 years of service are eligible to receive post-employment health care benefits. Each year, retirees participating in the County sponsored plans will be given the opportunity to change plans or drop coverage during an open enrollment period. Dental plans are available at the retiree's cost, and therefore, have no GASB 45 liability. There is no coverage for post-Medicare retirees. The County does not contribute towards the retiree's health insurance premiums. Therefore, since the retirees pay their health insurance premiums based on a blended rate, the County has an implicit liability.

The Public Schools provides a single-employer defined benefit medical plan and a retiree health insurance premium contribution plan that covers retirees until they reach 65 years of age. There is no coverage for retirees or their spouses once they reach the age of 65 and are eligible for Medicare. Both plans were established under the authority of the Williamsburg-James City County School Board and any amendments to the plans must be approved by the School Board. The Schools' retiree health insurance premium contribution plan allows eligible retirees to receive a \$62.50 contribution monthly toward their health insurance premium. The retiring employee must have a minimum of twelve continuous years of service with Williamsburg-James City County Public Schools.

In July 2016 a consulting firm conducted an actuarial valuation study using the projected unit credit actuarial cost method. The actuarial assumptions included calculations based on a discount rate of 4% for the unfunded liability, rate of inflation of 2.2%, and payroll growth of 3%. Amortization of the initial unfunded actuarial liability is over a closed 22 year period based on a level percent of payroll method. Future increases for medical benefits are assumed to range from an initial rate of 7.5% and decrease gradually with the ultimate rate being 5.04%. The actuarial accrued liability was estimated to be \$7,148,000 and \$7,515,000 for the County and Public Schools, respectively.

Published Financial Information

The County issues and distributes a Comprehensive Annual Financial Report on its financial operations for each fiscal year. The report covers the fiscal year ending the prior June 30. Copies of the Annual Financial Report are available to the public upon request from the Department of Financial and Management Services, 101-F Mounts Bay Road, P.O. Box 8784, Williamsburg, Virginia 23187.

In addition to the Annual Financial Report, the County also annually publishes an Adopted Budget and a five-year Capital Improvements Program. These documents are available through the Department of Financial and Management Services, 101-F Mounts Bay Road, P.O. Box 8784, Williamsburg, Virginia 23187.

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2018

NEW ISSUE
BOOK-ENTRY ONLY

Ratings: Moody's: ___
Standard & Poor's: ___
Fitch: ___
(See "Ratings")

In the opinion of Bond Counsel, under current law and subject to the conditions described in the section "TAX EXEMPTION," interest on the Series 2018 Bonds (1) will not be included in gross income for federal income tax purposes, (2) will not be an item of tax preference for purposes of the federal alternative minimum income tax and (3) will be exempt from income taxation by the Commonwealth of Virginia. A holder may be subject to other federal income tax consequences as described in the section "TAX EXEMPTION."

§ _____*
**ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA
PUBLIC FACILITY REVENUE AND REFUNDING BONDS
(COUNTY GOVERNMENT PROJECTS), SERIES 2018**

Dated: Date of Issuance _____ **Due: _____, as shown on the inside cover**

This Official Statement has been prepared by James City County, Virginia (the "County"), on behalf of the Economic Development Authority of James City County, Virginia (the "Authority"), to provide information on the Series 2018 Bonds, the security therefor, the County, the projects being financed with the proceeds of the Series 2018 Bonds and other relevant information. Selected information is presented on this cover page for the convenience of the user. To make an informed decision regarding the Series 2018 Bonds, a prospective investor should read this Official Statement in its entirety.

Security THE SERIES 2018 BONDS WILL BE LIMITED OBLIGATIONS OF THE AUTHORITY, PAYABLE SOLELY FROM CERTAIN PAYMENTS TO BE MADE BY THE COUNTY PURSUANT TO A FINANCING AGREEMENT DATED AS OF JUNE 1, 2016, AS SUPPLEMENTED BY A FIRST SUPPLEMENTAL FINANCING AGREEMENT DATED AS OF _____, 2018 (TOGETHER, THE "FINANCING AGREEMENT"), BETWEEN THE COUNTY AND THE AUTHORITY; A DEED AND AGREEMENT OF FINANCING LEASE DATED AS OF _____, 2018 (THE "FINANCING LEASE"), BETWEEN THE COUNTY AND THE AUTHORITY; AND FROM CERTAIN FUNDS AND THE INVESTMENT INCOME THEREFROM HELD BY THE TRUSTEE. THE UNDERTAKING BY THE COUNTY TO MAKE PAYMENTS UNDER THE FINANCING AGREEMENT AND THE FINANCING LEASE WILL BE SUBJECT TO APPROPRIATIONS BY THE COUNTY BOARD OF SUPERVISORS FROM TIME TO TIME OF SUFFICIENT FUNDS FOR SUCH PURPOSE. NEITHER THE SERIES 2018 BONDS, THE FINANCING AGREEMENT NOR THE FINANCING LEASE CONSTITUTES A DEBT OF THE COUNTY OR A PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE COUNTY. THE SERIES 2018 BONDS AND THE PREMIUM, IF ANY, AND THE INTEREST ON THEM SHALL NOT BE DEEMED TO CONSTITUTE A DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE COMMONWEALTH OF VIRGINIA OR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE AUTHORITY AND THE COUNTY. NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY OF ITS POLITICAL SUBDIVISIONS, INCLUDING THE AUTHORITY AND THE COUNTY, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE SERIES 2018 BONDS OR OTHER COSTS INCIDENT TO THEM EXCEPT FROM THE REVENUES AND RECEIPTS PLEDGED FOR SUCH PURPOSE. THE AUTHORITY HAS NO TAXING POWER.

Issued Pursuant To The Series 2018 Bonds will be issued pursuant to an Agreement of Trust dated as of June 1, 2016, as previously supplemented and as further supplemented by a Second Supplemental Agreement of Trust dated as of _____, 2018, between the Authority and Wilmington Trust, National Association, as Trustee.

Trustee Wilmington Trust, National Association

Purpose The proceeds of the Series 2018 Bonds will be used to (a) finance the Series 2018 Project (as defined herein), (b) refund the Refunded Bonds (as defined herein), and (c) finance the costs of issuing the Series 2018 Bonds.

Interest Payment Dates _____ and _____, commencing _____, 2018

Regular Record Dates _____ and _____

Redemption The Series 2018 Bonds are subject to extraordinary and optional redemption as set forth herein.

Denominations \$5,000 and integral multiples thereof.

Closing/Delivery Date On or about _____, 2018.

Registration Full book-entry only; The Depository Trust Company, New York, New York

Bond Counsel Hunton Andrews Kurth LLP, Richmond, Virginia

County Attorney Adam Kinsman, Esquire

Authority Counsel Adam Kinsman, Esquire

Dated: _____, 2018

This Preliminary Official Statement and the information contained herein are subject to change, completion and amendment without notice. The Series 2018 Bonds may not be sold nor may an offer to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2018 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

* Preliminary subject to change.

\$ _____ *

**ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA**

**PUBLIC FACILITY REVENUE AND REFUNDING BONDS
(COUNTY GOVERNMENT PROJECTS), SERIES 2018**

*	Principal Amount*	Interest Rate	Yield	CUSIP**
---	------------------------------	--------------------------	--------------	----------------

* Preliminary, subject to change.

** Copyright 2013, American Bankers Association. CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein are provided by Standard & Poor's CUSIP Service Bureau, a division of the McGraw-Hill Companies, Inc. The CUSIP numbers listed above are being provided solely for the convenience of Bondholders only at the time of issuance of the Series 2018 Bonds, and the County makes no representation with respect to such numbers nor undertakes any responsibility for their accuracy now or at any time in the future. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Series 2018 Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2018 Bonds.

The Series 2018 Bonds will be exempt from registration under the Securities Act of 1933, as amended. As obligations of a political subdivision of the Commonwealth of Virginia, the Series 2018 Bonds will also be exempt from registration under the securities laws of Virginia.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representation should not be relied upon as having been authorized by the Authority or the County. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor will there be any sale of the Series 2018 Bonds by any person in any state in which it is unlawful for such person to make such offer, solicitation or sale.

All quotations from and summaries and explanations of provisions of law and documents herein do not purport to be complete, and reference is made to such laws and documents for full and complete statements of their provisions. Any statements made in this Official Statement involving estimates or matters of opinion, whether or not expressly so stated, are intended merely as estimates or opinion and not as representations of fact. This Official Statement speaks as of its date except where specifically noted otherwise and is subject to change without notice. Neither the delivery of this Official Statement, any sale made hereunder, nor any filing of this Official Statement shall under any circumstances create an implication that there has been no change in the affairs of the County or the Authority since the date of this Official Statement or imply that any information herein is accurate or complete as of any later date.

Certain persons participating in this offering may engage in transactions that stabilize, maintain or otherwise affect the price of the Series 2018 Bonds, including transactions to (a) over allot in arranging the sales of the Series 2018 Bonds and (b) make purchases and sales of the Series 2018 Bonds, for long or short account, on a when-issued basis or otherwise, at such prices, in such amounts and in such manner as the underwriter may determine.

TABLE OF CONTENTS

	<u>Page</u>
SECTION ONE: INTRODUCTION	1
The Issuer	1
The Series 2018 Bonds	1
Redemption	2
Delivery	2
Ratings	2
Financial Advisor	3
Continuing Disclosure	3
Additional Information	3
SECTION TWO: THE SERIES 2018 BONDS	3
THE AUTHORITY	3
THE SERIES 2018 BONDS	3
General	3
Redemption	4
Plan of Finance	5
Estimated Sources and Uses of Funds	5
Estimated Debt Service Requirements	6
SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS	6
Security for the Series 2018 Bonds	6
Financing Agreement	6
Financing Lease	7
Assignment Agreement	8
No Series Debt Service Reserve Account Established for the Series 2018 Bonds	8
Bond Fund	8
Project Fund	8
Additional Bonds	9
SECTION THREE: MISCELLANEOUS	9
JAMES CITY COUNTY	9
BONDHOLDERS' RISKS	9
RATINGS	11
BONDS ELIGIBLE FOR INVESTMENT AND SECURITY FOR PUBLIC DEPOSITS	11
LITIGATION	11
LEGAL MATTERS	12
TAX EXEMPTION	12
Opinion of Bond Counsel	12
Original Issue Discount	12
Original Issue Premium	13
Other Tax Matters	13
FINANCIAL ADVISOR	14
SALE AT COMPETITIVE BIDDING	14
CONTINUING DISCLOSURE	14
MISCELLANEOUS	14

- Appendix A - Definitions of Certain Terms
- Appendix B - Summary of the Financing Documents
- Appendix C - Information Regarding James City County, Virginia
- Appendix D - Audited Financial Statements of the County for the Fiscal Year Ended June 30, 2017
- Appendix E - Form of Bond Counsel Opinion
- Appendix F - Form of Continuing Disclosure Agreement
- Appendix G - Book-Entry Only System
- Appendix H - Official Notice of Sale

OFFICIAL STATEMENT

\$ _____ *

**ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA
PUBLIC FACILITY REVENUE AND REFUNDING BONDS
(COUNTY GOVERNMENT PROJECTS) SERIES 2018**

SECTION ONE: INTRODUCTION

The purpose of this Official Statement, which includes the cover page and appendices hereto, is to provide information in connection with the issuance by the Economic Development Authority of James City County, Virginia (the "Authority"), a political subdivision of the Commonwealth of Virginia (the "Commonwealth"), of its \$ _____ * Public Facility Revenue and Refunding Bonds (County Government Projects), Series 2018 (the "Series 2018 Bonds"). The following introductory material is qualified in its entirety by the detailed information and financial statements appearing elsewhere in this Official Statement, reference to which is hereby made for all purposes. Certain capitalized terms used in this Official Statement are defined in Appendix A - "Definitions of Certain Terms."

The Series 2018 Bonds will be offered for sale through competitive bidding on _____, 2018. The Notice of Sale relating to the Series 2018 Bonds and describing the competitive bidding process is attached hereto as Appendix H.

The Issuer

The issuer of the Series 2018 Bonds is the Economic Development Authority of James City County, Virginia, a political subdivision of the Commonwealth of Virginia.

The Series 2018 Bonds

The proceeds of the Series 2018 Bonds will be used to (a) finance the Series 2018 Project (as defined herein), (b) refund the Refunded Bonds (as defined herein), and (c) finance the costs of issuing the Series 2018 Bonds.

The Series 2018 Bonds will consist of \$ _____ Public Facility Revenue and Refunding Bonds (County Government Projects), Series 2018, dated the date of issuance and maturing on _____ in the years and in the amounts set forth on the inside cover of this Official Statement. Interest on the Series 2018 Bonds will be payable on each _____ and _____, beginning _____, 20____, until the earlier of maturity or redemption, at the rates set forth on the inside cover of this Official Statement.

The Series 2018 Bonds will be issued in accordance with the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), and pursuant to an Agreement of Trust dated as of June 1, 2016 (the "Master Trust Agreement"), as previously supplemented and as further supplemented by a Second Supplemental Agreement of Trust dated as of _____, 2018 (the "Second Supplemental Trust Agreement" and, together with the Master Trust Agreement, the "Trust Agreement"), both between the Authority and Wilmington Trust, National Association, as trustee (the "Trustee"). Pursuant to the terms of the Trust Agreement, the Authority has determined to issue from time to time revenue bonds or notes and use the proceeds thereof to finance certain "authority facilities" (as defined in the Act), as requested by James City County, Virginia (the "County"). The Authority and the County have entered into a Financing Agreement dated as of June 1, 2016, as supplemented by a First Supplemental Financing Agreement dated as of _____, 2018 (together, the "Financing Agreement"), pursuant to which the County has requested the Authority to finance the Series 2018 Project and refund the Refunded Bonds with the proceeds of the Series 2018 Bonds, and the County has agreed, subject to appropriation by the Board of Supervisors of the County (the "County Board"), to support such requests

* Preliminary, subject to change.

by paying to or on behalf of the Authority amounts sufficient to pay the principal of and premium, if any, and interest due on the Series 2018 Bonds (the “Basic Payments”) and other amounts due under the Financing Agreement (the “Additional Payments”).

As additional security for the Series 2018 Bonds, the County will lease a police station and a fire administration and training building (both of which were financed with proceeds of the Refunded Bonds) (the “Property”), to the Authority pursuant to the terms of a Deed and Agreement of Ground Lease dated as of _____, 2018 (the “Ground Lease”). The Authority will lease back to the County the Property pursuant to the terms of a Deed and Agreement of Financing Lease dated as of _____, 2018 (the “Financing Lease”), under which the County has agreed to undertake, subject to appropriation by the County Board, to make payments of basic rent (the “Basic Rent”) and certain other payments (“Additional Rent”). To the extent that the County pays in full all Basic Payments and Additional Payments when due under the terms of the Financing Agreement, the amount of such payments will be credited in full against the Basic Rent and Additional Rent due from the County under the Financing Lease. Pursuant to an Assignment Agreement dated as of _____, 2018 (the “Assignment Agreement”), the Authority will assign to the Trustee for the benefit of the holders of the Series 2018 Bonds certain of its rights under the Financing Lease, including (a) its rights to receive Basic Payments and Basic Rent, (b) its rights, if any, to receive proceeds of insurance on the Property, (c) its rights to reenter and take possession of the Property upon an event of non-appropriation or default by the County and to sell or lease its leasehold interest in the Property and (d) its rights to exercise other remedies upon a default by the County.

The Series 2018 Bonds, the premium, if any, and the interest thereon will be limited obligations of the Authority payable solely from the revenues and receipts derived by the Authority under the Financing Agreement and the Financing Lease, which revenues and receipts have been pledged and assigned to secure payment thereof, and from certain funds established under the Trust Agreement. The Series 2018 Bonds, the premium, if any, and the interest thereon shall not be deemed to constitute a debt or a pledge of the faith and credit of the Commonwealth or any political subdivision thereof, including the Authority and the County. Neither the Commonwealth nor any political subdivision thereof, including the Authority and the County, shall be obligated to pay the principal of or premium, if any, or interest on the Series 2018 Bonds or other costs incident thereto except from the revenues and receipts pledged and assigned therefor, and neither the faith and credit nor the taxing power of the Commonwealth or any political subdivision thereof, including the Authority and the County, is pledged to the payment of the principal of or premium, if any, or interest on the Series 2018 Bonds or other costs incident thereto.

A more complete description of the Trust Agreement, the Financing Agreement, the Ground Lease, the Financing Lease and the Assignment Agreement is provided in Appendix B - “Summary of the Financing Documents.”

Redemption*

The Series 2018 Bonds are subject to optional and extraordinary redemption as set forth in “THE SERIES 2018 BONDS - Redemption” in Section Two.

Delivery

The Series 2018 Bonds are offered for delivery when, as and if issued, subject to the approval of validity by Hunton Andrews Kurth LLP, Richmond, Virginia, Bond Counsel, and to certain other exceptions referred to herein. Certain legal matters will be passed upon for the County and the Authority by the County Attorney.

Ratings

The Series 2018 Bonds have been rated as shown on the cover page thereto by Fitch Ratings, One State Street Plaza, New York, New York 10004, Moody’s Investors Service, 99 Church Street, New York, New York

* Preliminary, subject to change.

10007, and Standard & Poor's Public Finance Ratings, 55 Water Street, New York, New York 10041. A more complete description of each rating is provided in the section "RATINGS" in Section Three.

Financial Advisor

Davenport & Company LLC, Richmond, Virginia, is employed as Financial Advisor to the County in connection with the issuance of the Series 2018 Bonds. The Financial Advisor's fee for services rendered with respect to the sale of the Series 2018 Bonds is contingent upon the issuance and delivery of the Series 2018 Bonds.

Continuing Disclosure

For purposes of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission ("SEC"), the County is an obligated person with respect to the Series 2018 Bonds. The County has agreed to execute a Continuing Disclosure Agreement at closing to assist the underwriter in complying with the provisions of the Rule as in effect on the date hereof, by providing annual financial information and material event notices required by the Rule. See "CONTINUING DISCLOSURE" in Section Three.

Additional Information

Any questions concerning the content of this Official Statement should be directed to 101-D Mounts Bay Road, P.O. Box 8784, Williamsburg, Virginia 23187-8784 (Telephone No. 757-253-6805), or the County's Financial Advisor, Davenport & Company LLC (804-697-2900).

SECTION TWO: THE SERIES 2018 BONDS

THE AUTHORITY

The Authority is a political subdivision of the Commonwealth of Virginia created pursuant to the Act. The Act empowers the Authority to acquire, construct, lease, remodel, renovate and equip any public building or other facility used for public purposes. The County Board has requested the Authority to undertake the Series 2018 Project.

The Authority is not obligated to pay the principal of or premium, if any, or interest on the Series 2018 Bonds or other costs incident thereto except from amounts received therefor under the Financing Agreement and the Financing Lease. **The Authority has no taxing power.**

THE SERIES 2018 BONDS

General

The Series 2018 Bonds will be dated the date of issuance, will bear interest from their date, payable semiannually on each _____ and _____, beginning _____, 2018, at the rates, and will mature on _____ in the years and amounts as set forth on the inside cover of this Official Statement. If such interest payment date is not a Business Day, such payment will be made on the next succeeding Business Day with the same effect as if made on the interest payment date and no additional interest will accrue. Interest on the Series 2018 Bonds will be payable by check or draft mailed to the registered owner at his address as it appears on the registration books kept by the Trustee as of the _____ and _____ preceding each respective payment date.

The Series 2018 Bonds will be issued as fully registered bonds, in denominations of \$5,000 or integral multiples thereof, initially in book-entry form only in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"). Individual purchases of beneficial ownership in the Series 2018 Bonds will be made in principal amounts of \$5,000 and multiples of \$5,000. Individual purchasers of beneficial ownership in the Series 2018 Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates. Transfer of the Series 2018 Bonds and payment of principal of and premium, if any, and interest on the Series 2018 Bonds will be effected as described below in this section. If the book-entry system is discontinued, bond certificates will

be delivered as described in the Trust Agreement, and Beneficial Owners will become registered owners of the Series 2018 Bonds. Registered owners of the Series 2018 Bonds, whether Cede & Co. or, if the book-entry system is discontinued, the Beneficial Owners, will be defined in this Official Statement as the “Bondholders.” **So long as Cede & Co. is the sole Bondholder, as nominee for DTC, reference in this Official Statement to Bondholders means Cede & Co. and does not mean the Beneficial Owners.** See Appendix G - “Book-Entry Only System.”

The Series 2018 Bonds will be limited obligations of the Authority as described more fully in the section “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS.”

Redemption*

Optional Redemption. The Series 2018 Bonds maturing on and before _____, 20__, will not be subject to redemption prior to maturity. The Series 2018 Bonds maturing on and after _____, 20__, will be subject to redemption prior to maturity, at the option of the Authority upon the direction of the County, on or after _____, 20__, in whole or in part (in \$5,000 integrals) at any time, upon payment of [100%] of the principal amount to be redeemed, plus interest accrued to the date fixed for redemption.

Selection of Bonds. If less than all of the Series 2018 Bonds are called for redemption, the Series 2018 Bonds (or principal portions thereof) to be redeemed shall be selected by the Authority (at the direction of the County). If less than all of the Series 2018 Bonds of a particular maturity are called for redemption, DTC or any successor securities depository will select the particular Series 2018 Bonds within each maturity to be redeemed pursuant to its rules and procedures or, if the book-entry system is discontinued, the Series 2018 Bonds to be redeemed will be selected by the Trustee (as hereinafter defined). In either case, each portion of the \$5,000 principal amount is counted as one Series 2018 Bond for such purpose.

Mandatory Sinking Fund Redemption. The Final Official Statement will contain the provisions for any Series 2018 Bonds subject to mandatory sinking fund redemption.

Extraordinary Redemption. The Series 2018 Bonds are subject to redemption, in whole or in part at any time, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to, but not including, the redemption date, on the earliest date for which notice of redemption can be given at the direction of the County, to the extent the County elects to apply Net Proceeds to the prepayment of all or any portion of the Basic Payments due under the Financing Agreement, after damage or destruction to or condemnation of the Property. In the event of a partial extraordinary optional redemption, the Trustee, at the direction of the County, may redeem the Series 2018 Bonds (a) from each maturity then outstanding, to the extent practicable, in the proportion that the principal amount of Series 2018 Bonds of such maturity bears to the total principal amount of all Series 2018 Bonds then outstanding or (b) in inverse order of maturity, and the Trustee shall redeem in accordance with such instructions.

Notice of Redemption. Notice of redemption will be given by the Trustee by facsimile transmission, registered or certified mail or overnight express delivery not less than 30 nor more than 60 days before the redemption date to DTC, or, if DTC is no longer serving as securities depository for the Series 2018 Bonds, to the substitute securities depository, or, if none, to the respective registered owner of each Series 2018 Bond to be redeemed at the address shown on the registration books maintained by the Trustee. This notice of redemption will also be given to certain securities depositories and certain national information services which disseminate redemption notices. During the period that DTC or its nominee is the registered owner of the Series 2018 Bonds, the Trustee will not be responsible for mailing notices of redemption to the Beneficial Owners.

At the direction of the County, the Trustee may give a notice of redemption prior to a deposit of redemption moneys if such notice states that the redemption is to be funded with the proceeds of a refunding bond issue and is conditioned on the deposit of such proceeds. Provided that moneys are deposited on or before the redemption date, such notice will be effective when given. If such proceeds are not available on the redemption date, such Series 2018 Bonds will continue to bear interest until paid at the same rate they would have borne had they not been called for redemption and principal will continue to be payable as scheduled. On presentation and surrender of the Series

* Preliminary, subject to change.

2018 Bonds called for redemption at the place or places of payment, such Series 2018 Bonds will be paid and redeemed.

Effect of Redemption. On the date on which any Series 2018 Bonds have been called for redemption and sufficient funds for their payment on the redemption date are held by the Trustee, interest on such Series 2018 Bonds will cease to accrue and their registered owners will be entitled to receive payment only from the Trustee from funds available for that purpose.

Plan of Finance

On _____, 2018, the County Board adopted a resolution approving the issuance of the Series 2018 Bonds to finance the Series 2018 Project and refund the Refunded Bonds and expressing its intent to appropriate sufficient funds for such purposes and to recommend to future County Boards to do likewise. The County expects to use proceeds of the Series 2018 Bonds to (a) finance the costs of capital improvements for fire vehicles and apparatus and school purposes (collectively, the “Series 2018 Project”), (b) currently refund and defease the Authority’s outstanding Taxable Lease Revenue Bonds (County Government Projects) Series 2009 Build America Bonds (the “Series 2009 Bonds”); and (c) pay the costs incurred in connection with issuing the Series 2018 Bonds. The maturity dates and principal amounts of the Series 2009 Bonds to be refunded (the “Refunded Bonds”) are set forth below:

<u>Refunded Bonds</u>	
Maturity (January 15)	Principal Amount
2019	\$ 660,000
2030	8,895,000

A portion of the proceeds of the Series 2018 Bonds will be deposited in an escrow fund (the “Escrow Fund”) to be held by Regions Bank, as escrow agent for the Refunded Bonds, pursuant to an Escrow Deposit Agreement (the “Escrow Agreement”) to be dated the date of delivery of the Bonds. The Escrow Agreement will provide that cash and/or noncallable obligations of the United States Government (the “Government Obligations”) will be deposited in the Escrow Fund and will mature and bear interest at times and in amounts sufficient to pay principal of and interest on the Refunded Bonds from the date the Bonds are issued until the Refunded Bonds mature or are called for redemption.

Estimated Sources and Uses of Funds

The proceeds received from the sale of the Series 2018 Bonds are expected to be applied as follows:

Sources of Funds

Principal Amount of Bonds	\$ _____
[Plus/Less [Net] Original Issue Premium/Discount]	(_____)
Total Sources	<u>_____</u>

Uses of Funds

Deposit to Project Fund	\$ _____
Deposit to Escrow Fund	\$ _____
Costs of Issuance (including underwriter’s discount)	_____
Total Uses	<u>_____</u>

Estimated Debt Service Requirements

The Final Official Statement will contain a table setting forth the estimated debt service requirements on the Series 2018 Bonds.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2018 BONDS

The following is a summary of the sources of security and sources of payment for the Series 2018 Bonds. The references to the Series 2018 Bonds, the Financing Agreement, the Financing Lease, the Assignment Agreement and the Project Fund are qualified in their entirety by reference to such documents and the provisions relating to the Project Fund contained in the Trust Agreement.

Security for the Series 2018 Bonds

The Series 2018 Bonds will be equally and ratably secured by (1) Basic Payments and Basic Rent, which will be assigned by the Authority to the Trustee and will be applied to the payment of principal of, premium, if any, and interest on the Series 2018 Bonds as set forth in the Trust Agreement, without preference, priority or distinction of any Bond over any other Bond, and (2) certain funds established under the Trust Agreement and the investment income therefrom. The Series 2018 Bonds are equally and ratably secured under the Trust Agreement as to the pledge of Basic Payments with the Authority's Public Facility Revenue Bonds (James City County School Project), Series 2016, originally issued in the principal amount of \$26,750,000 (the "Series 2016 Bonds"), and any Additional Bonds that may hereafter be issued under the Trust Agreement; provided that any lease agreement or financing lease relating to a particular Series of Bonds will secure only such Bonds (unless otherwise provided in a Supplemental Trust Agreement), moneys in any account or subaccount of the Bond Fund relating to a particular Series of Bonds will secure only such Bonds, moneys in any account or subaccount of the Project Fund relating to a particular Series of Bonds will secure only such Bonds, and moneys in any account or subaccount of the Debt Service Reserve Fund relating to a particular Series of Bonds will secure only such Bonds (and may also secure any Additional Bonds issued to refund prior Bonds). The Authority and the County have agreed that, with respect to the Ground Lease and the Financing Lease, such documents may be amended to secure Additional Bonds (in addition to the Series 2018 Bonds) if prior to the issuance of such Additional Bonds, the Trustee receives confirmation that the rating on the Series 2018 Bonds will not be withdrawn, suspended or reduced as a result of such documents being amended to secure such Additional Bonds as well as the Series 2018 Bonds.

The Series 2018 Bonds, the premium, if any, and the interest thereon will be limited obligations of the Authority payable solely from the revenues and receipts derived by the Authority under the Financing Agreement and the Financing Lease, which revenues and receipts have been pledged and assigned to secure payment thereof, and from certain funds established under the Trust Agreement and the investment income therefrom. The undertaking by the County to make payments under the Financing Agreement and the Financing Lease is subject to appropriation by the County Board. The County Board has no legal obligation to make any such appropriations. See the section "BONDHOLDERS' RISKS" in Section Three.

The Series 2018 Bonds, the premium, if any, and the interest thereon will not be deemed to constitute a debt or a pledge of the faith and credit of the Commonwealth or any political subdivision thereof, including the Authority and the County. Neither the Commonwealth nor any political subdivision thereof, including the Authority and the County, will be obligated to pay the principal of or premium, if any, or interest on the Series 2018 Bonds or other costs incident thereto except from the revenues and receipts pledged and assigned therefor, and neither the faith and credit nor the taxing power of the Commonwealth or any political subdivision thereof, including the Authority and the County, is pledged to the payment of the principal of or premium, if any, or interest on the Series 2018 Bonds or other costs incident thereto. The Authority has no taxing power.

Financing Agreement

The Authority is issuing the Series 2018 Bonds for the purpose of providing funds to (a) finance the Series 2018 Project, (b) refund the Refunded Bonds, and (c) finance the costs of issuing the Series 2018 Bonds. The

Financing Agreement provides for the County to make payments on behalf of the Authority that will be sufficient to pay the principal of and premium, if any, and interest on the Bonds (currently consisting of only the Series 2016 Bonds and the Series 2018 Bonds) as the same shall become due in accordance with their terms and provisions and the terms of the Trust Agreement. The undertaking by the County to make payments under the Financing Agreement will constitute a current expense of the County, subject to appropriation by the County Board from time to time of sufficient funds for such purpose. The County will not be liable for any such payments due under the Financing Agreement unless and until funds have been appropriated by the County Board for payment and then only to the extent of such appropriation.

The Financing Agreement provides for the County to pay to the Trustee, as assignee of the Authority, Basic Payments in amounts calculated to be sufficient to pay principal of and interest when due on the Series 2016 Bonds, the Series 2018 Bonds and any Additional Bonds issued under the Trust Agreement. Basic Payments will be due at least 14 calendar days prior to the respective principal or interest payment dates on the Series 2016 Bonds, the Series 2018 Bonds and any Additional Bonds. The Financing Agreement also provides for the County to pay certain Additional Payments, including any redemption premium that may be payable on the Series 2018 Bonds and any Additional Bonds.

Other provisions of the Financing Agreement are summarized in Appendix B - "Summary of the Financing Documents."

The undertaking by the County to make payments under the Financing Agreement constitutes neither a debt of the County within the meaning of any constitutional or statutory limitation nor a liability of or a lien or charge upon funds or property of the County beyond any Fiscal Year for which the County has appropriated moneys to make such payments. Neither the Trustee nor the Authority shall have any obligation or liability to the Bondholders with respect to the County's obligations to make payments under the Financing Agreement or with respect to the performance by the County of any other covenant contained therein.

Financing Lease

In connection with the leasing of the Property (which includes only the projects being refinanced with the proceeds of the Series 2018 Bonds), the Financing Lease will serve as additional security for the Series 2018 Bonds. The Series 2016 Bonds are not secured by the Financing Lease and instead are additionally secured by a leasehold interest in different real property. The Financing Lease provides for the County to make payments of Basic Rent and Additional Rent on behalf of the Authority that will be sufficient to pay the principal of and premium, if any, and interest on the Series 2018 Bonds as the same shall become due in accordance with their terms and the provisions of the Trust Agreement. However, the County will receive a credit in full against all payments of Basic Rent and Additional Rent due under the Financing Lease to the extent the County makes all of the Basic Payments and Additional Payments due under the Financing Agreement. The undertaking by the County to make any payments under the Financing Lease will constitute a current expense of the County, subject to appropriation by the County Board from time to time of sufficient funds for such purpose. The County will not be liable for any such payments due under the Financing Lease unless and until funds have been appropriated by the County Board for payment and then only to the extent of such appropriation.

The Financing Lease provides for the County to pay to the Trustee, as assignee of the Authority, Basic Rent in amounts calculated to be sufficient to pay principal of and interest when due on the Series 2018 Bonds and any Additional Bonds secured by such Financing Lease. Basic Rent will be due at least 14 calendar days prior to the respective principal or interest payment date on the Series 2018 Bonds and Additional Bonds. The Financing Lease also provides for the County to pay certain Additional Rent, including any redemption premium that may be payable on the Series 2018 Bonds and any Additional Bonds secured by such Financing Lease. However, no payments are expected to be due under the Financing Lease so long as no event of default or event of non-appropriation has occurred under the Financing Agreement.

Other provisions of the Financing Lease are summarized in Appendix B - "Summary of the Financing Documents."

The undertaking by the County to make any payments under the Financing Lease does not constitute a debt of the County within the meaning of any constitutional or statutory limitation nor a liability of or a lien or charge upon funds or property of the County beyond any fiscal year for which the County has appropriated moneys to make such payments. Neither the Trustee nor the Authority shall have any obligation or liability to the Bondholders with respect to the County's undertaking to make payments under the Financing Lease or with respect to the performance by the County of any other covenant contained therein.

Assignment Agreement

In the Assignment Agreement, the Authority assigns all of its rights under the Ground Lease and the Financing Lease (except for the right to receive payment of its fees and expenses, to receive indemnification and to receive notices) to the Trustee for the benefit of the Series 2018 Bondholders, including (a) its rights to receive Basic Rent and certain Additional Rent, (b) its rights, if any, to receive proceeds of insurance on the Property, (c) its rights under the Financing Lease to reenter and take possession of the Property in the event of failure by the County to make a payment of Basic Rent and sell or lease its interest in the Property and (d) its rights to exercise other remedies upon default by the County.

No Series Debt Service Reserve Account Established for the Series 2018 Bonds

[The Trust Agreement provides for the establishment of a Debt Service Reserve Fund to be held by the Trustee and, if funded, a separate Series Debt Service Reserve Account for a particular Series of Bonds. No Series Debt Service Reserve Account will be established for the Series 2018 Bonds.]

Bond Fund

Under the Trust Agreement, the Authority pledges to the Trustee all right, title and interest to the Financing Agreement, including the Basic Payments and Additional Payments made by the County, but excluding certain rights to receive payment of the Authority's fees and expenses and to receive notices thereunder. Such payments under the Financing Agreement, along with funds on deposit in the Bond Fund, are pledged to the payment of principal of and premium, if any, and interest on the Bonds.

The Trust Agreement provides that the Trustee will deposit in the Bond Fund all Basic Payments and Basic Rent received by the Trustee from the County under the Financing Agreement and the Financing Lease, together with any amounts transferred from the Series 2018 Project Account. From the amounts received by the Trustee from the County, the Trustee will deposit in the subaccount in the Interest Account an amount equal to the interest due and payable on the next interest payment date for the Series 2018 Bonds and will deposit in the subaccount established for the Series 2018 Bonds in the Principal Account an amount equal to the principal due and payable on the next principal payment date for the Series 2018 Bonds. If a redemption premium is payable on the Series 2018 Bonds, the Trustee will deposit in the subaccount in the Premium Account of the Bond Fund that portion of an Additional Payment or Additional Rent representing the amount of the redemption premium due. For additional information concerning the Bond Fund, see Appendix B - "Summary of the Financing Documents – THE TRUST AGREEMENT."

Project Fund

The Trust Agreement establishes within the Project Fund a Series 2018 Project Account into which the Trustee will deposit a portion of the proceeds of the Series 2018 Bonds. The Trustee will use money in the Series 2018 Project Account solely (a) to finance the Series 2018 Project and (b) to pay costs of issuing the Series 2018 Bonds. The Trustee will make payments from the Series 2018 Project Account upon receipt of requisitions signed on behalf of the County providing required information with respect to the use of the amounts being requisitioned. For additional information concerning the Project Fund, see Appendix B - "Summary of the Financing Documents – THE TRUST AGREEMENT."

Additional Bonds

The Authority may issue from time to time Additional Bonds secured on an equal and ratable basis with the Series 2016 Bonds and the Series 2018 Bonds (a) to finance or refinance the Cost of a Project, (b) to refund any Bonds previously issued or (c) for a combination of such purposes. Any such Additional Bonds will be issued under a Supplemental Trust Agreement and an amendment to the Financing Agreement providing for modification of the amount of Basic Payments to provide for a new amount of Basic Payments sufficient to pay principal of and interest on all Bonds then Outstanding under the Trust Agreement.

The Authority and the County have agreed that, with respect to the Ground Lease and the Financing Lease, such documents may be amended to secure, in addition to the Series 2018 Bonds, one or more Series of Additional Bonds, if, prior to the issuance of such Additional Bonds, the Trustee receives written evidence from each Rating Agency then rating the Series 2018 Bonds to the effect that the rating on the Series 2018 Bonds will not be withdrawn, suspended or reduced as a result of such documents being amended to secure such Additional Bonds as well as the Series 2018 Bonds.

SECTION THREE: MISCELLANEOUS

JAMES CITY COUNTY

Appendix C contains financial and demographic information concerning the County. The County's audited financial statements for the Fiscal Year ended June 30, 2017, are contained in Appendix D. The County's outside auditor has not been engaged to perform, and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. The County's outside auditor has not performed any procedures relating to this Official Statement.

BONDHOLDERS' RISKS

The purchase of the Series 2018 Bonds involves a degree of risk; therefore, prospective purchasers of the Series 2018 Bonds should review this Official Statement in its entirety in order to identify risk factors and make an informed investment decision. A number of factors, including those set forth below, may affect the County's ability or willingness to make timely payments sufficient for the Trustee to pay debt service on the Series 2018 Bonds:

(1) Source of Payments. The Series 2018 Bonds are not general obligations of the Authority or the County but are payable only from revenues received by the Trustee on behalf of the Authority from payments made by the County under the Financing Agreement or the Financing Lease and other moneys held by the Trustee and pledged to the payment of the Series 2018 Bonds. The ability of the Authority to make timely payments of principal and premium, if any, and interest on the Series 2018 Bonds depends solely on the ability of the County to make timely payments under the Financing Agreement or the Financing Lease. The undertaking by the County to make payments under the Financing Agreement or the Financing Lease is subject to and dependent upon amounts being lawfully appropriated from time to time by the County Board for such purpose. The undertaking by the County to make payments under the Financing Agreement or the Financing Lease is not a debt of the County within the meaning of any constitutional or statutory limitation nor a pledge of the faith and credit or the taxing power of the County. **The County Board is not legally obligated to appropriate the funds necessary to meet the County's financial obligation under the Financing Agreement or the Financing Lease.**

(2) Non-Appropriation and Limited Remedies. The County Administrator or other officer charged with the responsibility for preparing the County's annual budget is required to include in the proposed County budget for each Fiscal Year as a single appropriation the amount of all Basic Payments and estimated Additional Payments coming due during such Fiscal Year. Throughout the term of the Financing Agreement, the County Administrator or other officer charged with the responsibility for preparing the County's annual budget is required to deliver to the Trustee and the Authority within 10 days after its adoption, but not later than 10 days after the beginning of each Fiscal Year, a copy of the County's adopted Annual Budget that includes an approval of funds sufficient to pay or be credited to the Basic Payments and estimated Additional Payments coming due for the relevant Fiscal Year. If any adopted annual budget does not include an appropriation of funds sufficient to pay both

Basic Payments and estimated Additional Payments coming due for the relevant Fiscal Year, the County Administrator will request the County Board to take a roll call vote immediately after adoption of such annual budget acknowledging the impact of its failure to appropriate such funds. If, by 15 days after the beginning of the Fiscal Year, the County Board has not appropriated funds for the payment of both Basic Payments and estimated Additional Payments coming due for the then current Fiscal Year, the County Administrator or other officer charged with the responsibility for preparing the County's annual budget is required to give written notice to the County Board of the consequences of such failure to appropriate and to request the County Board to consider a supplemental appropriation for such purposes. Comparable notice and appropriation provisions are included in the Financing Lease.

In the event of non-appropriation of funds by the County Board, neither the County nor the Authority may be held liable for the principal of and premium, if any, and interest payments on the Series 2018 Bonds following the last Fiscal Year in which funds to make payment under the Financing Agreement or the Financing Lease were appropriated by the County Board. In the event of non-appropriation, moneys already on deposit in the Bond Fund will be used for the payment of principal of and premium, if any, and interest payments on the Series 2018 Bonds but these moneys may not be sufficient to pay the Series 2018 Bonds in full.

Upon an Event of Default under the Trust Agreement, the Trustee has no right to accelerate the payment of the Series 2018 Bonds by declaring the entire principal of and interest on the Series 2018 Bonds to be due and payable. Similarly, upon an Event of Default under the Financing Agreement and the Financing Lease, the Authority has no right to accelerate the payment of Basic Payments by declaring the Basic Payments to be due and payable.

(3) Political Risk. The current County Board has evidenced in its resolution adopted in connection with the Series 2018 Bonds a present intent to make future appropriations of such funds as may be necessary to make payments due under the Financing Agreement and the Financing Lease as and when such payments become due. There can be no guarantee, however, that the County Board will retain its current constituency in the future, and there can be no guarantee that a future County Board will retain the current County Board's policy with respect to the Series 2018 Bonds.

(4) Limitation on Enforceability of Remedies. The realization of any rights upon a default will depend upon the exercise of various remedies specified in the Trust Agreement, the Financing Agreement and the Financing Lease. Any attempt by the Trustee to enforce such remedies may require judicial action, which is often subject to discretion and delay. Under existing law, certain of the legal and equitable remedies specified in the Trust Agreement and the Financing Agreement may not be readily available or may not be enforced to the extent such remedy may contravene public policy. The Trustee's rights under the Financing Lease to exercise remedies upon an event of default or an event of non-appropriation will be limited to the Property and will not include any of the Series 2018 Project.

(5) Project Cost Overruns. As a result of any change orders with respect to design and material costs of the Series 2018 Project, the total expenditures actually incurred by the County may be in excess of the amount of available Series 2018 Bond proceeds. Any such additional costs of acquiring, constructing and equipping the Series 2018 Project are not expected to materially impact the County's ability to complete the Series 2018 Project.

(6) Taxation of Interest on the Series 2018 Bonds. The opinion of Bond Counsel as described in the section "Tax Exemption" will state that, under the conditions set forth therein, interest on the Series 2018 Bonds is excluded from gross income for federal income tax purposes. However, in the event of non-appropriation or default by the County under the Financing Agreement or the Financing Lease, if the Trustee exercises its remedy to sell or lease its interest in the Property, interest paid on the Series 2018 Bonds from payments made from such sale or lease may not be excludable from gross income for Federal income tax purposes.

(7) Title to Property. The County has not secured a Leasehold Mortgagee Title Insurance Policy on behalf of the Authority or the Trustee with respect to the Property in connection with the issuance of the Series 2018 Bonds. Accordingly, there can be no assurance that the County has unencumbered, fee simple title to the real estate upon which the Property is located or that mechanics', materialmen's or other liens have not been filed against the Property by creditors of the County, or that construction contractors or subcontractors, materials providers or other

workmen involved with the acquisition, construction and equipping of the Series 2018 Project will not file mechanics' liens against the Series 2018 Project or the Property in the future. Such liens may have a detrimental impact on the Trustee's ability to re-lease or otherwise realize upon its interest in the Property. Such a delay may detrimentally impact the Trustee's ability to make payments of principal of and interest on the Series 2018 Bonds as and when such amounts come due.

(8) Environmental Concerns. The County is not aware of any significant environmental concerns with respect to the Property; however, underground contamination or other adverse environmental conditions may exist that could impose an unforeseen expense and/or liability on the Property, the County and the Authority, adversely affecting the ability or willingness of the County to make payments of Basic Rent or Additional Rent under the Financing Lease and/or the ability of the Trustee to realize sufficient value from the collateral serving as security for the Series 2018 Bonds in the event of non-appropriation by the County or termination of the Financing Lease.

RATINGS

Fitch Ratings ("Fitch"), One State Street Plaza, New York, New York 10004, has assigned a rating of "____" to the Series 2018 Bonds; Moody's Investors Service ("Moody's"), 7 World Trade Center, 250 Greenwich Street, New York, New York, has assigned a rating of "____" to the Series 2018 Bonds; and Standard & Poor's Ratings Services, a division of the McGraw-Hill Companies, Inc. ("Standard & Poor's"), 55 Water Street, New York, New York, has assigned a rating of "____" to the Series 2018 Bonds.

Such ratings reflect only the respective views of such organizations. There is no assurance that the ratings will continue for any given period of time or that such ratings will not be revised, suspended or withdrawn if, in the judgment of Fitch, Moody's or Standard & Poor's, circumstances so warrant. A revision, suspension or withdrawal of a rating may have an adverse effect on the market price of the Series 2018 Bonds. Due to the ongoing uncertainty regarding the economy of the United States of America, including, without limitation, matters such as the future political uncertainty regarding the United States debt limit, obligations issued by state and local governments, such as the Series 2018 Bonds, could be subject to rating downgrades. Additionally, if a significant default or other financial crisis should occur in the affairs of the United States or of any of its agencies or political subdivisions, then such event could also adversely affect the market for, and ratings, liquidity and market value of outstanding debt obligations, including the Series 2018 Bonds.

BONDS ELIGIBLE FOR INVESTMENT AND SECURITY FOR PUBLIC DEPOSITS

The Act provides that bonds issued pursuant thereto shall be legal and authorized investments for banks, savings banks, trust companies, building and loan associations, insurance companies, fiduciaries, trustees and guardians and for all public funds of the Commonwealth or other political corporations or subdivisions of the Commonwealth. No representation is made as to the eligibility of the Series 2018 Bonds for investment or any other purchase under any law of any other state. The Act also provides that bonds, such as the Series 2018 Bonds, issued pursuant thereto may properly and legally be deposited with and received by any state or municipal officer or any agency or political subdivision of the Commonwealth for any purpose for which the deposit of bonds or obligations of the Commonwealth is now or may hereafter be authorized by law.

LITIGATION

To the best information, knowledge and belief of the Authority and the County, there is no litigation of any kind now pending or threatened to restrain or enjoin the issuance or delivery of the Series 2018 Bonds, in any manner questioning the proceedings and authority under which the Series 2018 Bonds are being issued, or affecting the power and authority of the Authority, the County or the County Board to execute or perform their obligations under the Financing Agreement, the Financing Lease or the Trust Agreement or to make payments due under the Financing Agreement or the Financing Lease. In addition, to the best information, knowledge and belief of the County, there is no litigation presently pending or threatened against the County that, in the event of an unfavorable decision, would have a material adverse effect upon the financial condition of the County.

LEGAL MATTERS

Certain legal matters relating to the authorization and validity of the Series 2018 Bonds will be subject to the approving opinion of Hunton Andrews Kurth LLP, Richmond, Virginia, Bond Counsel, which will be furnished at the expense of the County upon delivery of the Series 2018 Bonds, in substantially the form set forth as Appendix E (the "Bond Opinion"). The Bond Opinion will be limited to matters relating to the authorization and validity of the Series 2018 Bonds and to the tax-exempt status of interest thereon as described in the section "TAX EXEMPTION." The Bond Opinion will make no statement as to the financial resources of the County or the Authority or their ability to provide for payment of the Series 2018 Bonds or as to the accuracy or completeness of this Official Statement or any other information that may have been relied on by anyone in making the decision to purchase Bonds.

Certain legal matters will be passed upon for the Authority and the County by the County Attorney.

TAX EXEMPTION

Opinion of Bond Counsel

In the opinion of Bond Counsel, under current law, interest, including accrued original issue discount ("OID"), on the Series 2018 Bonds, (a) will not be included in gross income for federal income tax purposes, (b) will not be an item of tax preference for purposes of the federal alternative minimum income tax, and (c) will be exempt from income taxation by the Commonwealth of Virginia. Except as discussed below regarding OID, no other opinion will be expressed by Bond Counsel regarding the tax consequences of the ownership of or the receipt or accrual of interest on the Series 2018 Bonds. Further, no opinion will be expressed by Bond Counsel as to the treatment for federal income tax purposes of any interest paid on the Series 2018 Bonds in the event of non-appropriation or default by the County.

Bond Counsel's opinion will be given in reliance upon certifications by representatives of the Authority and the County as to certain facts relevant to both the opinion and requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and is subject to the condition that there is compliance subsequent to the issuance of the Series 2018 Bonds with all requirements of the Code that must be satisfied in order for interest thereon to remain excludable from gross income for federal income tax purposes. The Authority and the County have covenanted to comply with the current provisions of the Code regarding, among other matters, the use, expenditure and investment of the proceeds of the Series 2018 Bonds and the timely payment to the United States of any arbitrage rebate amounts with respect to the Series 2018 Bonds. Failure by the County or the Authority to comply with such covenants, among other things, could cause interest, including accrued OID, on the Series 2018 Bonds to be included in gross income for federal income tax purposes retroactively to their date of issue.

Customary practice in the giving of legal opinions includes not detailing in the opinion all of the assumptions, limitations and exclusions that are a part of the conclusions therein. See "Statement on the Role of Customary Practice in the Preparation and Understanding of Third-Party Legal Opinions," 63 Bus. Law. 1277 (2008), and "Legal Opinion Principles," 53 Bus. Law. 831 (May 1998). Purchasers of the Series 2018 Bonds should seek advice or counsel concerning such matters as they deem prudent in connection with their purchase of Series 2018 Bonds.

Original Issue Discount

The initial public offering prices of the Series 2018 Bonds maturing in the years ____ through ____ (the "OID Bonds") will be less than their stated principal amount. In the opinion of Bond Counsel, under current law, the difference between the stated principal amount and the initial offering price of the OID Bonds to the public (excluding bond houses and brokers) at which a substantial amount of such Series 2018 Bonds is sold will constitute OID. The offering prices set forth on the inside cover of this Official Statement for the OID Bonds are expected to be the initial offering prices to the public at which a substantial amount of such Series 2018 Bonds are sold.

Under the Code, for purposes of determining a Bondholder's adjusted basis in an OID Bond, OID treated as having accrued while the Bondholder holds the Series 2018 Bond will be added to the Bondholder's basis. OID will accrue on a constant yield-to-maturity method. The adjusted basis will be used to determine taxable gain or loss upon the sale or other disposition (including redemption or payment at maturity) of an OID Bond.

Prospective purchasers of OID Bonds should consult their own tax advisors as to the calculation of accrued OID and the state and local tax consequences of owning or disposing of OID Bonds.

Original Issue Premium

Series 2018 Bonds purchased, whether upon issuance or otherwise, for an amount (excluding any amount attributable to accrued interest) in excess of their principal amount will be treated for federal income tax purposes as having amortizable bond premium. A holder's basis in such a Bond must be reduced by the amount of premium which accrues while such Bond is held by the holder. No deduction for such amount will be allowed, but it generally will offset interest on the Series 2018 Bonds while so held. Purchasers of such Bonds should consult their own tax advisors as to the calculation, accrual and treatment of amortizable bond premium and the state and local tax consequences of holding such Bonds.

Other Tax Matters

In addition to the matters addressed above, prospective purchasers of the Series 2018 Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to certain taxpayers, including without limitation financial institutions, property and casualty insurance companies, S corporations, foreign corporations subject to the branch profits tax, recipients of Social Security or Railroad Retirement benefits and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations. Prospective purchasers of the Series 2018 Bonds should consult their tax advisors as to the applicability and impact of such consequences.

Prospective purchasers of the Series 2018 Bonds should consult their own tax advisors with respect to the status of interest on the Series 2018 Bonds under the tax laws of any state other than Virginia.

The Internal Revenue Service (the "Service") has a program to audit state and local government obligations to determine whether the interest thereon is includable in gross income for federal income tax purposes. If the Service does audit the Series 2018 Bonds, under current Service procedures, the Service will treat the Authority as the taxpayer and the owners of the Series 2018 Bonds will have only limited rights, if any, to participate.

Bond Counsel's opinion represents its legal judgment based on part upon the representations and covenants referenced therein and its review of current law, but is not a guarantee of result or binding on the Service or the courts. Bond Counsel assumes no duty to update or supplement its opinion to reflect any facts or circumstances that may come to Bond Counsel's attention after the date of its opinion or to reflect any changes in law or the interpretation thereof that may occur or become effective after such date.

There are many events that could affect the value and liquidity or marketability of the Series 2018 Bonds after their issuance, including but not limited to public knowledge of an audit of the Series 2018 Bonds by the Service, a general change in interest rates for comparable securities, a change in federal or state income tax rates, federal or state legislative or regulatory proposals affecting state and local government securities and changes in judicial interpretation of existing law. In addition, certain tax considerations relevant to owners of Series 2018 Bonds who purchase Series 2018 Bonds after their issuance may be different from those relevant to purchasers upon issuance. Neither the opinion of Bond Counsel nor this Official Statement purports to address the likelihood or effect of any such potential events or such other tax considerations and purchasers of the Series 2018 Bonds should seek advice concerning such matters as they deem prudent in connection with their purchase of Series 2018 Bonds.

FINANCIAL ADVISOR

Davenport & Company LLC, Richmond, Virginia, serves as financial advisor to the County and has no underwriting responsibility to the Authority or the County with respect to this transaction. As financial advisor, Davenport & Company LLC has advised the County in matters relating to the planning, structuring and issuance of the Series 2018 Bonds, assisted the County with the preparation of this Official Statement and provided to the County other advice with respect to the issuance and sale of the Series 2018 Bonds. The financial advisor's fee will be paid from proceeds of the Series 2018 Bonds. Although the Financial Advisor has assisted in the preparation of the Official Statement, the Financial Advisor is not obligated to undertake, and has not undertaken to make, an independent verification or assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

SALE AT COMPETITIVE BIDDING

The Series 2018 Bonds will be offered for sale at competitive bidding at ____ a.m., Eastern Time, on _____, 2018, unless changed pursuant to the terms of the Official Notice of Sale. A copy of the Official Notice of Sale is attached to this Preliminary Official Statement as Appendix H.

After the Series 2018 Bonds have been awarded to the winning bidder, the Authority will issue an Official Statement in final form. The Authority will deem the Official Statement final as of its date, and the Official Statement in final form will include, among other things, the identity of the winning bidder, the final principal amount as adjusted, the expected selling compensation to the winning bidder and other information on the interest rates and offering prices or yields, all as provided by the winning bidder.

CONTINUING DISCLOSURE

To permit compliance by the underwriter with the continuing disclosure requirements of the Rule, the County will execute a Continuing Disclosure Agreement (the "CDA") at closing agreeing to provide certain annual financial information and material event notices required by the Rule. Such information will be filed through the Electronic Municipal Market Access System maintained by the Municipal Securities Rulemaking Board and may be accessed through the Internet at emma.mrsb.org. As described in Appendix F, the CDA requires the County to provide only limited information at specific times, and the information provided may not be all the information necessary to value the Series 2018 Bonds at any particular time. The County may from time to time disclose certain information and data in addition to that required by the CDA. If the County chooses to provide any additional information, the County will have no obligation to continue to update such information or to include it in any future disclosure filing. Failure by the County to comply with the CDA is not an event of default under the Series 2018 Bonds or the Bond Resolution. The sole remedy for a default under the CDA is to bring an action for specific performance of the County's covenants hereunder, and no assurance can be provided as to the outcome of any such proceeding.

Other than as disclosed in the following sentence, the County has never failed to comply in all material respects with any previous continuing disclosure undertakings under the Rule. [In each of the previous five fiscal years, the County has complied in all material respects with its previous continuing disclosure undertakings under the Rule.]

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not representations of fact. No representation is made that any of the estimates will be realized. Neither this Official Statement nor any statement that may have been made verbally or in writing is to be construed as a contract with the holder of the Series 2018 Bonds.

The attached Appendices are an integral part of this Official Statement and must be read together with the balance of this Official Statement.

The distribution of this Preliminary Official Statement has been duly authorized by the Authority and the County. The Authority has deemed this Preliminary Official Statement final as of its date within the meaning of the Rule, except for the omission of certain pricing and other information permitted to be omitted by the Rule.

**ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA**

By _____
Chairman

Approved:

JAMES CITY COUNTY, VIRGINIA

By _____
County Administrator

APPENDIX A

DEFINITIONS OF CERTAIN TERMS

APPENDIX B

SUMMARY OF THE FINANCING DOCUMENTS

APPENDIX C

JAMES CITY COUNTY, VIRGINIA

[The inclusion of this information does not imply that James City County, Virginia, is legally obligated to make payments on any Bonds outstanding under the Trust Agreement, including the Series 2018 Bonds.]

APPENDIX D

**AUDITED FINANCIAL STATEMENTS OF THE COUNTY
FOR THE FISCAL YEAR ENDED JUNE 30, 2017**

APPENDIX E

FORM OF BOND COUNSEL OPINION

APPENDIX F

FORM OF CONTINUING DISCLOSURE AGREEMENT

FORM OF CONTINUING DISCLOSURE AGREEMENT

This **CONTINUING DISCLOSURE AGREEMENT** dated as of _____, 2018 (the “Disclosure Agreement”), is executed and delivered by the Board of Supervisors of James City County, Virginia, on behalf of James City County, Virginia (the “County”), in connection with the issuance by the Economic Development Authority of James City County, Virginia (the “Issuer”), of its \$_____ Public Facility Revenue and Refunding Bonds (County Government Projects), Series 2018 (the “Series 2018 Bonds”). The County hereby covenants and agrees as follows:

Section 1. Purpose. This Disclosure Agreement is being executed and delivered by the County for the benefit of the holders of the Series 2018 Bonds and in order to assist the original purchasers of the Series 2018 Bonds in complying with the provisions of Section (b)(5)(i) of Rule 15c2-12 (the “Rule”) promulgated by the Securities and Exchange Commission (the “SEC”) by providing certain annual financial information and material event notices required by the Rule (collectively, the “Continuing Disclosure”).

Section 2. Annual Disclosure. (a) The County shall provide annually financial information and operating data in accordance with the provisions of Section (b)(5)(i) of the Rule as follows:

(i) audited financial statements of the County, prepared in accordance with generally accepted accounting principles; and

(ii) to the extent not included in (a)(i) above, certain operating data with respect to the County substantially of the type described in Appendix C of the Issuer’s Official Statement dated _____, 2018, under the subsection “FINANCIAL INFORMATION - Operating Data.”

If the financial statements filed pursuant to Section 2(a)(i) are not audited, the County shall file such statements as audited when available.

(b) The County shall file annually with the Municipal Securities Rulemaking Board (“MSRB”) the financial information and operating data described in subsection (a) above (collectively, the “Annual Disclosure”) within 240 days after the end of the Issuer’s fiscal year, commencing with the Issuer’s fiscal year ending June 30, 2019.

(c) Any Annual Disclosure may be included by specific reference to other documents previously provided to the MSRB or filed with the SEC; provided, however, that any final official statement incorporated by reference must be available from the MSRB.

(d) The County shall file with the MSRB in a timely manner the notice specifying any failure of the Issuer to provide the Annual Disclosure by the date specified.

Section 3. Event Disclosure. The County shall file with the MSRB in a timely manner not in excess of ten business days after the occurrence of the event, notice of the occurrence of any of the following events with respect to the Series 2018 Bonds:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults, if material;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on any credit enhancement reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;

(f) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2018 Bonds, or other material events affecting the tax status of the Series 2018 Bonds;

(g) modifications to rights of holders of the Series 2018 Bonds, if material;

(h) bond calls, if material, and tender offers;

(i) defeasances of all or any portion of the Series 2018 Bonds;

(j) release, substitution, or sale of property securing repayment of the Series 2018 Bonds, if material;

(k) rating changes;

(l) bankruptcy, insolvency, receivership or similar event of the County;

(m) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(n) appointment of a successor or additional trustee or the change of name of a trustee, if material;

provided that nothing in this Section (3) shall require the County to maintain any debt service reserve, credit enhancement or credit or liquidity providers with respect to the Series 2018 Bonds or to pledge any property as security for repayment of the Series 2018 Bonds.

Section 4. Termination. The obligation of the County hereunder will terminate upon the redemption, defeasance (within the meaning of the Rule) or payment in full of all the Series 2018 Bonds.

Section 5. Amendment. The County may modify its obligations hereunder without the consent of bondholders, provided that this Disclosure Agreement as so modified complies with the Rule as it exists at the time of modification. The Issuer shall within a reasonable time thereafter file with the MSRB a description of such modification(s).

Section 6. Defaults. (a) If the County fails to comply with any covenant or obligation regarding Continuing Disclosure specified in this Disclosure Agreement, any holder (within the meaning of the Rule) of the Series 2018 Bonds then outstanding may, by notice to the County, proceed to protect and enforce its rights and the rights of the holders by an action for specific performance of the Issuer's covenant to provide the Continuing Disclosure.

(b) Notwithstanding anything herein to the contrary, any failure of the Issuer to comply with any obligation regarding Continuing Disclosure specified in this Disclosure Agreement (i) shall not be deemed to constitute an event of default under the Series 2018 Bonds or the resolution providing for the issuance of the Series 2018 Bonds and (ii) shall not give rise to any right or remedy other than that described in Section 6(a) above.

Section 7. Filing Method. Any filing required hereunder shall be made by transmitting such disclosure, notice or other information in electronic format to the MSRB through the MSRB's Electronic Municipal Market Access system pursuant to procedures promulgated by the MSRB.

Section 8. Additional Disclosure. The County may from time to time disclose certain information and data in addition to the Continuing Disclosure. Notwithstanding anything herein to the contrary, the Issuer shall not incur any obligation to continue to provide or to update such additional information or data.

Section 9. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 10. Governing Law. This Disclosure Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Virginia.

**BOARD OF SUPERVISORS OF
JAMES CITY COUNTY, VIRGINIA, ON
BEHALF OF JAMES CITY COUNTY, VIRGINIA**

Chairman

County Administrator

APPENDIX G

BOOK ENTRY ONLY SYSTEM

BOOK-ENTRY ONLY SYSTEM

The description which follows of the procedures and recordkeeping with respect to beneficial ownership interests in the Series 2018 Bonds, payments of principal of and premium, if any and interest on the Series 2018 Bonds to The Depository Trust Company, New York, New York (“DTC”), its nominee, Participants or Beneficial Owners (each as hereinafter defined), confirmation and transfer of beneficial ownership interests in the Series 2018 Bonds and other bond-related transactions by and between DTC, Participants and Beneficial Owners is based solely on information furnished by DTC.

DTC will act as securities depository for the Series 2018 Bonds. The Series 2018 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Series 2018 Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (the “Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants” and, together with the Direct Participants, the “Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2018 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2018 Bonds on DTC’s records. The ownership interest of each actual purchaser of each Series 2018 Bond (the “Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners, however, are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2018 Bonds are to be accomplished by entries made on the books of the Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2018 Bonds, except in the event that use of the book-entry system for the Series 2018 Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2018 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2018 Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holding on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the Series 2018 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2018 Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority or the Trustee as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2018 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, distributions, and dividend payments on the Series 2018 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Authority or the Trustee subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2018 Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2018 Bond certificates will be printed and delivered.

The Authority, at the direction of the County, may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Series 2018 Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Authority and the County believe to be reliable, but the Authority and the County take no responsibility for the accuracy thereof.

Neither the Authority, the County nor the Trustee has any responsibility or obligation to the Participants or the Beneficial Owners with respect to (a) the accuracy of any records maintained by DTC or any Participant; (b) the payment by any Participant of any amount due to any Beneficial Owner in respect of the principal of and premium, if any, and interest on the Series 2018 Bonds; (c) the delivery or timeliness of delivery by any Participant of any notice to any Beneficial Owner that is required or permitted under the terms of the Trust Agreement to be given to Bondholders; or (d) any other action taken by DTC, or its nominee, Cede & Co., as Bondholder, including the effectiveness of any action taken pursuant to an Omnibus Proxy.

So long as Cede & Co. is the registered owner of the Series 2018 Bonds, as nominee of DTC, references in this Official Statement to the Owners of the Series 2018 Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners, and Cede & Co. will be treated as the only holder of Series 2018 Bonds for all purposes under the Trust Agreement.

The Authority may enter into amendments to the agreement with DTC or successor agreements with a successor securities depository, relating to the book-entry system to be maintained with respect to the Series 2018 Bonds without the consent of Beneficial Owners or Bondholders.

APPENDIX H

OFFICIAL NOTICE OF SALE

This document has been prepared by
and, after recording, please return to:

Christopher G. Kulp
Hunton Andrews Kurth LLP
951 East Byrd Street
Richmond, Virginia 23219

Tax Parcel Numbers: _____

(This conveyance is exempt from recordation taxes pursuant to Section 58.1-810 of the Code of Virginia of 1950, as amended.)

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT dated as of _____, 2018, by and between the **ECONOMIC DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Assignor"), as grantor for indexing purposes, and **WILMINGTON TRUST, NATIONAL ASSOCIATION** (as trustee), a national banking association having a corporate trust office in Richmond, Virginia (the "Assignee"), as grantee for indexing purposes;

WITNESSETH:

WHEREAS, the Assignor and the Assignee have entered into an Agreement of Trust dated as of June 1, 2016, as previously supplemented and as further supplemented by a Second Supplemental Agreement of Trust dated as of _____, 2018 (collectively, the "Agreement of Trust"), which provides for the issuance of \$_____ Public Facility Revenue Bonds (County Governmental Projects), Series 2018 (the "Series 2018 Bonds"), payable from certain Basic Payments and Additional Payments received from James City County, Virginia (the "County"), pursuant to a Financing Agreement dated as of June 1, 2016, as supplemented by a First Supplemental Financing Agreement dated as of _____, 2018 (together, the "Financing Agreement"), between the Assignor and the County;

WHEREAS, the Assignor and the County have entered into a Deed and Agreement of Ground Lease dated as of _____, 2018 (the "Ground Lease"), and a Deed and Agreement of Financing Lease dated as of _____, 2018 (the "Financing Lease"), which provide for the County to lease certain Property (as defined in the Ground Lease) to the Assignor and for the Assignor to lease the Property back to the County, in return for which the County has agreed to make payments of Basic Rent and Additional Rent (each as defined in the Financing Lease) to the Assignor; and

WHEREAS, the Financing Lease provides that, to the extent the County pays in full with respect to the Series 2018 Bonds each Basic Payment and Additional Payment when due under the terms of the Financing Agreement, the amount of such payment shall be credited in full against the obligation of the County to pay the comparable installments of Basic Rent and Additional Rent;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other valuable consideration, the receipt of which is acknowledged, the Assignor assigns, transfers and delivers to the Assignee all of its rights and property under the Ground Lease and the Financing Lease (except the rights of the Authority to receive payment of its fees and expenses and to receive notices), as such agreement may be amended from time to time pursuant to its terms, including, without limitation, its rights to (a) receive payments of Basic Rent, (b) receive payments of Additional Rent payable under Section 4.2(b) of the Financing Lease, and (c) exercise remedies of the Assignor upon nonappropriation of Basic Rent and Additional Rent or default by the County under the Financing Lease, provided that such assignment is without recourse as to the failure of the County to make payments (due to financial inability or otherwise) or of the County to perform any of its responsibilities or duties under the Ground Lease, the Financing Lease or any other documentation pertaining to the issuance of the Series 2018 Bonds.

The rights and property described above secure the payment of the principal of and premium, if any, and interest on the Series 2018 Bonds in accordance with the provisions of the Agreement of Trust.

All moneys received by the Assignee pursuant to this Agreement shall be applied to the Series 2018 Bonds as set forth in the Agreement of Trust.

The Assignor irrevocably constitutes and appoints the Assignee, or any present or future officer or agent of the Assignee, or the successors or assigns of the Assignee, as its lawful attorney, with full power of substitution and resubstitution, in the name of the Assignor or otherwise, to collect and to sue in any court for payments due from the County under the Financing Lease, to withdraw or settle any claims, suits or proceedings pertaining to or arising out of the Financing Lease upon any terms, all without notice to or consent of the Assignor, and to take possession of and to endorse in the name of the Assignor any instrument for the payment of money received on account of the payments due from the County under the Financing Lease.

The Assignee accepts such assignment as stated herein for the pro rata benefit of the holders of the Series 2018 Bonds, subject to the provisions of the Agreement of Trust.

The Assignor authorizes and directs the County, or its successors and assigns, to pay to the Assignee, or its successors and assigns, all payments of Basic Rent and Additional Rent (only the portion due under Section 4.2(b) of the Financing Lease) due or to become due under the Financing Lease from and after the date of this Agreement by forwarding such payments to the Assignee at the following address (or such other address as the Assignee may designate in writing to the County, from time to time):

Wilmington Trust, National Association, as Trustee
3951 Westerre Parkway, Ste. 300
Richmond, Virginia 23233
Attention: Corporate Trust Administration

The Assignor covenants that, notwithstanding this Agreement, it will perform all of the Assignor's duties and obligations under the Ground Lease, the Financing Lease, including its

obligation to provide possession of the Property to the County pursuant to Section 3.1 of the Financing Lease and its obligation to transfer, convey and assign its interest in the Property to the County pursuant to Section 4.11 of the Financing Lease.

The Assignor delivers to the Assignee the original recorded Financing Lease, and the Assignee shall at all reasonable times have full access to the books and records of the Assignor relating to the Financing Lease and payments due from the County thereunder and to make extracts from such books and records.

The Assignor will make, execute and deliver any papers, instruments and documents that may be reasonably required by the Assignee, or its successors or assigns, to effectuate the purpose intended by this Agreement.

Notwithstanding any provision of the Series 2018 Bonds or the Basic Agreements (as defined in the Financing Agreement) to the contrary, the obligations of the Assignor under the Series 2018 Bonds and the Basic Agreements are not general obligations of the Assignor, but are limited obligations payable solely from payments received from the County under the Financing Agreement and the Financing Lease. No director or officer of the Assignor shall be personally liable on the Assignor's obligations under the Basic Agreements. The Assignor shall not be liable under any circumstances for the actions or omissions of the County, as agent for the Assignor, for any actions or omissions of the County under the Basic Agreements.

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia.

The Basic Agreements express the entire understanding and all agreements between all the parties and may not be modified except in writing signed by the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Agreement to be executed as of the date first written above by their duly authorized representatives.

**ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA**

By _____
Chairman

COMMONWEALTH OF VIRGINIA)
_____)

The undersigned Notary Public, in and for the jurisdiction aforesaid, hereby certifies that the individual, whose name is signed to the foregoing as the Chairman of the Economic Development Authority of James City County, Virginia, appeared before me and personally acknowledged the same in my jurisdiction aforesaid. Such person is personally known to me or has presented satisfactory evidence of identification.

GIVEN under my hand and seal this _____ day of _____, 2018.

Notary Public # _____

My commission expires: _____

**WILMINGTON TRUST, NATIONAL
ASSOCIATION, as Trustee**

By _____
Vice President

COMMONWEALTH OF VIRGINIA)
_____)

The undersigned Notary Public, in and for the jurisdiction aforesaid, hereby certifies that the individual, whose name is signed to the foregoing as Vice President of Wilmington Trust, National Association, appeared before me and personally acknowledged the same in my jurisdiction aforesaid. Such person is personally known to me or has presented satisfactory evidence of identification.

GIVEN under my hand and seal this _____ day of _____, 2018.

Notary Public # _____

My commission expires: _____

NOTICE OF ASSIGNMENT

The undersigned acknowledges receipt of notice of the assignment by the Assignor of its rights in the Financing Lease to the Assignee as set forth in the foregoing Agreement and hereby evidences its consent to such assignment.

JAMES CITY COUNTY, VIRGINIA

By: _____
County Administrator

OFFICIAL NOTICE OF SALE

§ _____*
**ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA
PUBLIC FACILITY REVENUE AND REFUNDING BONDS
(COUNTY GOVERNMENT PROJECTS), SERIES 2018**

Electronic bids only will be received by the Economic Development Authority of James City County, Virginia (the "Authority"), in accordance with this Official Notice of Sale until _____ a.m., Eastern Time, on _____, 2018 (the "Date of Sale").

Immediately thereafter, the bids will be publicly announced, and the County Administrator of James City County, Virginia (the "County"), on behalf of the Authority, will act upon the bids by _____ p.m., Eastern Time.

Bid Submission

Solely as an accommodation to bidders, electronic bids via BIDCOMP/PARITY (the "Electronic Bidding System") will be accepted in accordance with this Official Notice of Sale. The Authority and the County are using BIDCOMP/PARITY as a communication mechanism to conduct the electronic bidding for the sale of the Authority's § _____* Public Facility Revenue and Refunding Bonds (County Government Projects), Series 2018 (the "Series 2018 Bonds"), as described herein. To the extent any instructions or directions set forth in BIDCOMP/PARITY conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. Each bidder submitting an electronic bid agrees (i) that it is solely responsible for all arrangements with BIDCOMP/PARITY, (ii) that BIDCOMP/PARITY is not acting as the agent of the Authority or the County, and (iii) that neither the Authority nor the County is responsible for ensuring or verifying bidder compliance with any of the procedures of BIDCOMP/PARITY. Neither the County nor the Authority assumes any responsibility for, and each bidder expressly assumes the risks of and responsibility for, any incomplete, inaccurate or untimely bid submitted by such bidder through BIDCOMP/PARITY. Each bidder shall be solely responsible for making necessary arrangements to access the Electronic Bidding System for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale. Neither the Authority, the County nor the Electronic Bidding System shall have any duty or obligation to provide or assure such access to any bidder, and neither the Authority, the County nor BIDCOMP/PARITY shall be responsible for proper operation of, or have any liability for, any delays or interruptions of, or any damages caused by, BIDCOMP/PARITY. For further information about BIDCOMP/PARITY, potential bidders may contact i-Deal at 1359 Broadway, 2nd Floor, New York, New York 10018, telephone (212) 849-5021.

In the event of a malfunction of the Electronic Bidding System at _____ a.m., Eastern Time, on the Date of Sale, an attempt will be made to reschedule the bidding for 12:00 noon, Eastern Time, on the Date of Sale. Should the Electronic Bidding System malfunction a second time, bidding will be rescheduled at the discretion of the County in coordination with its financial advisor, Davenport & Company LLC (the "Financial Advisor"). To the extent possible, the rescheduled bid time will be communicated to the bidders.

Each bid must be unconditional.

Change of Date and Time for Receipt of Bids

The Authority and the County expect to take bids on the Series 2018 Bonds on _____, 2018. However, the Authority and the County reserve the right to postpone the date and time established for the receipt of bids. Any such postponement will be announced by TM3 newswire, or any other such service. If the receipt of bids is postponed, any alternative date for receipt of bids will be announced via TM3 newswire, or any other such service.

*Preliminary, subject to change.

Any bidder must submit a sealed bid for the purchase of the Series 2018 Bonds on such alternative sale date in conformity with the provisions of this Official Notice of Sale, except for any changes announced via the TM3 newswire, or any other such service, as described therein.

Annual Amortization Requirements

The Series 2018 Bonds will be dated the date of their issuance (the “Dated Date”), and will mature, or be subject to mandatory sinking fund redemption, on _____ in years and amounts as follows:

Year*	Amount*	Year*	Amount*
-------	---------	-------	---------

Adjustments to Amortization Requirements

The preliminary annual amortization requirements as set forth in this Official Notice of Sale (the “Preliminary Amortization Requirements”) may be revised before the receipt of bids for the purchase of the Series 2018 Bonds. Any such revisions (the “Revised Amortization Requirements”) WILL BE ANNOUNCED ON THOMSON MUNICIPAL NEWS NOT LATER THAN ONE HOUR PRIOR TO THE SPECIFIED BID TIME. In the event that no such revisions are made, the Preliminary Amortization Requirements will constitute the Revised Amortization Requirements. BIDDERS SHALL SUBMIT BIDS BASED ON THE REVISED AMORTIZATION REQUIREMENTS. THE WINNING BID WILL BE DETERMINED ON THE BASIS OF THE REVISED AMORTIZATION REQUIREMENTS.

After selecting the winning bid, the County will determine each final annual amortization requirement (the “Final Amortization Requirements”). The County reserves the right, after bids are opened and prior to award, to increase or reduce the principal amount of the Series 2018 Bonds offered for sale. THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ANY BID OR CHANGE THE INITIAL REOFFERING PRICES AS A RESULT OF ANY INCREASE OR REDUCTION IN THE REVISED AMORTIZATION REQUIREMENTS WITHIN THE LIMITS PROVIDED FOR IN THE PRECEDING SENTENCE. The bid price by the successful bidder (the “Bid Price”) will be adjusted to reflect any adjustments in the amortization requirements of the Series 2018 Bonds. Such adjusted Bid Price will reflect changes in the dollar amount of the underwriting discount, original issue discount/premium and any applicable insurance premium, but will not change the selling compensation (including any applicable bond insurance premium) per \$1,000 of par amount of Series 2018 Bonds from the selling compensation that would have been received based on the Bid Price in the winning bid and the initial reoffering prices. The interest rate for each maturity will not change. The Final Amortization Requirements and the adjusted Bid Price will be communicated to the successful bidder by ___ p.m., Richmond, Virginia time on the day following the sale.

*Preliminary, subject to change.

Serial Bonds and/or Term Bonds

Bidders may provide that all of the Series 2018 Bonds be issued as serial bonds or may provide that any two or more consecutive annual principal amounts be combined into one or more term bonds with annual mandatory sinking fund redemptions in amounts as provided above. Term bonds with overlapping sinking fund installments or sinking fund installments that overlap serial bond maturities will not be permitted.

Mandatory Sinking Fund Redemption

If the successful bidder designates consecutive annual principal amounts to be combined into one or more term bonds, each such term bond shall be subject to mandatory sinking fund redemption at par commencing on ____ of the first year that has been combined to form such term bond and continuing on ____ in each year thereafter until the stated maturity date of that term bond. The amount redeemed in any year shall be equal to the principal amount for such year set forth in the tables above under the caption "Annual Amortization Requirements."

Optional Redemption *

The Series 2018 Bonds maturing on or before ____, 20__, are not subject to optional redemption. The Series 2018 Bonds maturing on and after ____, 20__, will be subject to redemption prior to maturity, at the option of the Authority upon the direction of the County, on or after ____, 20__, in whole or in part (in \$5,000 integrals) at any time, upon payment of [100%] of the principal amount to be redeemed, plus interest accrued to the date fixed for redemption.

If less than all of the Series 2018 Bonds are called for redemption, the Series 2018 Bonds (or principal portions thereof) to be redeemed shall be selected by the Authority (at the direction of the County). If less than all of the Series 2018 Bonds of a particular maturity are called for redemption, DTC or any successor securities depository will select the particular Series 2018 Bonds within each maturity to be redeemed pursuant to its rules and procedures or, if the book-entry system is discontinued, the Series 2018 Bonds to be redeemed will be selected by the Trustee (as hereinafter defined). In either case, each portion of the \$5,000 principal amount is counted as one Series 2018 Bond for such purpose. The Authority (at the direction of the County) will cause notice of the call for redemption identifying the Series 2018 Bonds or portions thereof to be redeemed to be sent by facsimile transmission, registered or certified mail or overnight express delivery, not less than 30 nor more than 60 days prior to the redemption date, to the registered owner thereof. Neither the Authority nor the County shall be responsible for mailing notice of redemption to anyone other than DTC or another qualified securities depository or its nominee unless no qualified securities depository is the registered owner of the Series 2018 Bonds. If no qualified securities depository is the registered owner of the Series 2018 Bonds, notice of redemption shall be mailed to the registered owners of the Series 2018 Bonds by the Trustee. If a portion of a Series 2018 Bond is called for redemption, a new Series 2018 Bond in principal amount equal to the unredeemed portion shall be issued to the registered owner upon the surrender thereof.

Extraordinary Redemption

The Series 2018 Bonds are subject to redemption, in whole or in part at any time, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to, but not including, the redemption date, on the earliest date for which notice of redemption can be given at the direction of the County, to the extent the County elects to apply Net Proceeds to the prepayment of all or any portion of the Basic Payments due under the Financing Agreement, after damage or destruction to or condemnation of the Property. In the event of a partial extraordinary optional redemption, the Trustee, at the direction of the County, may redeem the Series 2018 Bonds (a) from each maturity then outstanding, to the extent practicable, in the proportion that the principal amount of Series 2018 Bonds of such maturity bears to the total principal amount of all Series 2018 Bonds then outstanding or (b) in inverse order of maturity, and the Trustee shall redeem in accordance with such instructions.

*Preliminary, subject to change.

Bidding Rules; Award of Bonds

Bidders may bid only to purchase all of the Series 2018 Bonds. Bidders are invited to name the rate or rates of interest per annum that the Series 2018 Bonds are to bear in multiples of one-twentieth (1/20) or one-eighth (1/8) of one percent. All Series 2018 Bonds maturing on the same date must bear interest at the same rate. Any number of rates may be named provided that (a) the highest rate of interest may not exceed the lowest rate of interest by more than 3.00%, and (b) the highest rate of interest stated for any maturity may not exceed 5.00% per year. In addition, the Series 2018 Bonds shall bear interest at a “true” or “Canadian” interest cost not to exceed 5.00% (taking into account any original issue discount or premium). No bid for less than 100% of the aggregate principal amount of the Series 2018 Bonds shall be considered. The County, on behalf of the Authority, reserves the right to reject any or all bids (regardless of the interest rate bid), to reject any bid not complying with this Official Notice of Sale and, so far as permitted by law, to waive any irregularity or informality with respect to any bid for the bidding process.

As promptly as reasonably possible after the bids are received, the County, on behalf of the Authority, will notify the bidder to whom the Series 2018 Bonds will be awarded, if and when such award is made. Such bidder, upon such notice, shall advise the County of the initial reoffering prices or yields to the public of each maturity of the Series 2018 Bonds. The winning bid will remain firm for a period of no less than four hours after the time specified for the opening of bids. An award of the Series 2018 Bonds, if made, will be made by the County Administrator within such four hour period or, with the express consent of the winning bidder, such longer time period as deemed necessary.

Unless all bids are rejected, the Series 2018 Bonds will be awarded to the bidder complying with the terms of this Official Notice of Sale and submitting a bid which provides the lowest “true” or “Canadian” interest cost to the Authority. True interest cost shall be determined for each bid by doubling the semiannual interest rate, compounded semiannually, necessary to discount the debt service payments to the Dated Date and to the price bid. If more than one bid offers the same lowest true interest cost, the successful bid will be selected by the County Administrator by lot.

Bids for the Series 2018 Bonds shall not be conditioned upon obtaining insurance or any other credit enhancement. If a bidder proposes to obtain a policy of municipal bond insurance or any other credit enhancement, any such purchase of insurance or commitment therefor shall be at the sole option and expense of the bidder, and the bidder must pay any increased costs of issuance of the Series 2018 Bonds as a result of such insurance or commitment. Any failure by the bidder to obtain such a policy of insurance shall not in any way relieve such bidder of its contractual obligations arising from the acceptance of its bid for the purchase of the Series 2018 Bonds.

Good Faith Deposit

A good faith deposit in the amount of \$ _____ (the “Deposit”) is required. The Deposit may be provided in the form of (i) a certified check upon, or a cashier’s, treasurer’s or official check of, a responsible banking institution, payable to the order of the Economic Development Authority of James City County, Virginia (and delivered by ___ p.m., Eastern Time, on _____, 2018, to the Financial Advisor, Davenport & Company LLC, 901 East Cary Street, 11th Floor, Richmond, Virginia 23219 (Attention: Mr. Courtney Rogers) or (ii) a federal funds wire transfer to be submitted to the Authority by the successful bidder not later than ___ p.m., prevailing Eastern time (the “Deposit Deadline”), on the date of sale. Option (ii) is described in more detail below. The Deposit of the successful bidder will be collected and the proceeds thereof retained by the Trustee to be applied in partial payment for the Series 2018 Bonds, and no interest will be allowed or paid upon the amount thereof; provided, however, that in the event the successful bidder shall fail to comply with the terms of its bid, the proceeds thereof will be retained as and for full liquidated damages. Any checks of the unsuccessful bidders will be returned promptly after the Series 2018 Bonds are awarded.

If a federal funds wire transfer is used, the County or the Financial Advisor shall distribute wiring instructions for the Deposit to the successful bidder upon verification of the bids submitted by the bidders and prior to the Deposit Deadline. **The award of the Series 2018 Bonds will be made promptly following the receipt of the federal funds wire.** If the Deposit is not received by the Deposit Deadline, the award of the sale of the Series 2018 Bonds to the successful bidder may be cancelled by the County Administrator in his discretion, upon the

advice of the Financial Advisor, without the Authority incurring any financial liability to such bidder or any limitation whatsoever on the County's right to sell the Series 2018 Bonds to a different purchaser upon such terms and conditions as the Authority shall deem appropriate.

Book-Entry-Only System

The Series 2018 Bonds will be issued by means of a book-entry system with no distribution of physical bond certificates made to the public. One bond certificate for each maturity of the Series 2018 Bonds will be issued to The Depository Trust Company, New York, New York ("DTC"), or its nominee, and immobilized in its custody. The book-entry system will evidence beneficial ownership of the Series 2018 Bonds in principal amounts of \$5,000 or multiples thereof, with transfers of beneficial ownership effected on the records of DTC and its participants pursuant to rules and procedures established by DTC and its participants. Series 2018 Bond certificates registered in the name of Cede & Co. will be deposited with DTC. Interest on the Series 2018 Bonds will be payable from their date semiannually on each _____ and _____, beginning _____, 2018, and principal of the Series 2018 Bonds will be paid annually as set forth above to DTC or its nominee as registered owner of the Series 2018 Bonds. Transfer of principal, premium and interest payments to beneficial owners by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. Neither the Authority nor the County will be responsible or liable for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2018 Bonds at any time by giving reasonable notice to the Authority. Under such circumstances, in the event that a successor securities depository is not obtained, Series 2018 Bond certificates are required to be prepared, executed and delivered.

The Authority (at the direction of the County) may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that case, either a successor depository will be selected by the Authority (at the direction of the County) or Series 2018 Bond certificates will be prepared, executed and delivered.

Security

The Series 2018 Bonds will be secured by a Financing Agreement dated as of _____, 2018 (the "Financing Agreement"), between the Authority and the County, pursuant to which the County will undertake, subject to annual appropriation by the County Board of Supervisors of sufficient funds for such purpose, to make payments to the Authority that will be sufficient to pay the principal of and interest on the Series 2018 Bonds as the same shall become due in accordance with their terms. **Neither the Series 2018 Bonds nor the Financing Agreement will constitute a debt of the County or a pledge of the faith and credit or taxing power of the County.**

The Series 2018 Bonds will be issued pursuant to the terms of the Agreement of Trust dated as of June 1, 2016 (the "Master Trust Agreement"), as previously supplemented and as further supplemented by a Second Supplemental Agreement of Trust dated as of _____, 2018 (the "Second Supplemental Trust Agreement" and, together with the Master Trust Agreement, the "Trust Agreement"), both between the Authority and Wilmington Trust, National Association, as trustee (the "Trustee").

As additional security for the Bonds, the County will grant to the Authority a leasehold interest in certain property (the "Collateral Property") pursuant to the terms of a Deed and Agreement of Ground Lease dated as of _____, 2018 (the "Ground Lease"). The Authority will lease the Collateral Property back to the County pursuant to the terms of a Deed and Agreement of Financing Lease dated as of _____, 2018 (the "Financing Lease"). Payments due under the Financing Lease ("Basic Rent and Additional Rent") will be credited in an amount and time to the extent the County makes all of the payments due under the Financing Agreement.

The Authority will assign all of its rights under the Ground Lease and the Financing Lease (except for the right to receive payment of its fees and expenses, to receive indemnification and to receive notices) to the Trustee

for the benefit of the Bondholders and the holders of the Series 2018 Bonds, including (a) its rights to receive Basic Rent, (b) its rights, if any, to receive proceeds of insurance on the Collateral Property, (c) its rights under the Financing Lease to reenter and take possession of the Collateral Property in the event of failure by the County to make a payment of Basic Rent and sell or lease its interest in the Collateral Property and (d) its rights to exercise other remedies upon default by the County.

A more detailed description of the security for the Series 2018 Bonds is set forth in the Authority's Preliminary Official Statement dated the date hereof (the "Preliminary Official Statement").

Delivery of the Bonds

The Series 2018 Bonds will be delivered at the expense of the _____, 2018.

Concurrently with the delivery of the Series 2018 Bonds, the successful bidder will be furnished with (1) a certificate dated the date of delivery of the Series 2018 Bonds, signed by the appropriate Authority and County officials and stating that no litigation of any kind is then pending or, to the best of their information, knowledge and belief, threatened against the Authority or the County to restrain or enjoin the issuance or delivery of the Series 2018 Bonds or the levy or collection of ad valorem taxes, over and above all other taxes authorized and without limitation as to rate or amount on all locally taxable property within the County sufficient to pay when due principal of or interest on the Series 2018 Bonds or in any manner questioning the proceedings and authority under which the Series 2018 Bonds are issued, and (2) a certificate dated the date of delivery of the Series 2018 Bonds, signed by the appropriate County officials, stating that the descriptions and statements in the Official Statement (except in the sections entitled "Litigation" and "Tax Matters" and in Appendix G and the information as to yields and CUSIP numbers on the inside cover page) on the date of the Official Statement and on the date of delivery of the Series 2018 Bonds were and are true and correct in all material respects, did not and do not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such descriptions and statements, in light of the circumstances under which they were made, not misleading. Such certificate will also state however, that such County officials did not independently verify the information indicated in the Official Statement as having been obtained or derived from sources other than the County and its officers but that they have no reason to believe that such information is not accurate.

The County Attorney will also furnish to the successful bidder concurrently with the delivery of the Series 2018 Bonds a certificate dated the date of delivery of the Series 2018 Bonds, stating that the statements relating to the County contained in the section entitled "Litigation" on the date of the Official Statement and on the date of delivery of the Series 2018 Bonds were and are true and correct in all material respects and did not and do not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make such statements, in light of the circumstances under which they were made, not misleading.

Certificates of Winning Bidder

The successful bidder must, by facsimile transmission or overnight delivery received by the County within 24 hours after receipt of bids for the Series 2018 Bonds, furnish the following information to complete the Official Statement in final form, as described below:

- A. The offering prices for the Series 2018 Bonds (expressed as the price or yield per maturity).
- B. Selling compensation (aggregate total anticipated compensation to the underwriters expressed in dollars, based on the expectation that all Series 2018 Bonds are sold at the prices or yields described in Subpart A above).
- C. The identity of the underwriters if the successful bidder is a part of a group or syndicate.
- D. Any other material information necessary to complete the Official Statement in final form but not known to the County.

Prior to delivery of the Series 2018 Bonds, the successful bidder shall furnish to the Authority a certificate, in form acceptable to bond counsel, to the effect that successful bidder has complied with Rule G-37 of the Municipal Securities Rulemaking Board (the “MSRB”) with respect to the Authority and County.

Certificate of Issue Price

Unless other arrangements are made with the Hunton Andrews Kurth LLP, Bond Counsel, at least 24 hours in advance of the delivery date of the Series 2018 Bonds, the successful bidder shall complete, execute and deliver to the Authority, on or before the delivery date of such Series 2018 Bonds, a certificate as to the “issue price” of the Series 2018 Bonds, substantially in the form attached hereto as Exhibit A (the “Issue Price Certificate”). In the event a successful bidder will not reoffer such Series 2018 Bonds for sale or is otherwise unable to deliver such form of certificate, the Issue Price Certificate may be modified in a manner approved by, and at the discretion of, the County (on behalf of the Authority) and Hunton Andrews Kurth LLP. Each bidder, by submitting its bid for the Series 2018 Bonds, agrees to complete, execute and deliver an Issue Price Certificate at delivery of the Series 2018 Bonds, if its bid is accepted by the County (on behalf of the Authority). It will be the responsibility of the successful bidder to institute such syndicate reporting requirements, to make such investigations, or otherwise ascertain the facts necessary to enable it to make such certificate with reasonable certainty. In addition to executing and delivering an Issue Price Certificate, the winning bidder may be required to (a) demonstrate that it has made a bona fide offering of all such Series 2018 Bonds to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters or wholesalers) at prices no higher than, or yields no lower than, the initial public offering prices, (b) provide an explanation of why any Series 2018 Bonds sold by the successful bidder between the Date of Sale and the date of the delivery were sold for a price higher than, or a yield lower than, the initial public offering prices, and (c) provide information regarding the initial purchasers of the Series 2018 Bonds, particularly information sufficient to enable the County (on behalf of the Authority) and Hunton Andrews Kurth LLP to determine that such purchasers are the “public.” Any questions concerning the Issue Price Certificate should be directed, not later than 24 hours before the Date of Sale, to Christopher G. Kulp, of Hunton Andrews Kurth LLP, 804-788-8742.

CUSIP Numbers

It shall be the obligation of the successful bidder to furnish to DTC an underwriter questionnaire and to the County the CUSIP numbers for the Series 2018 Bonds within two business days following the date of award. It is anticipated that CUSIP identification numbers will be printed on the Series 2018 Bonds, but neither the failure to print such numbers on any Series 2018 Bond nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder thereof to accept delivery of and pay for the Series 2018 Bonds in accordance with the terms of its bid. All expenses in connection with the assignment of CUSIP numbers shall be paid by the successful bidder.

Official Statement

The County (on behalf of the Authority) will furnish the successful bidder, at the expense of the County, up to 200 copies of the final Official Statement within seven business days from the date of the award of the Series 2018 Bonds, as specified in Rule 15c2-12 (the “Rule”) of the Securities and Exchange Commission (the “SEC”) and the rules of the MSRB; provided that minor delays in furnishing such final Official Statement will not be a basis for failure to pay for and accept delivery of the Series 2018 Bonds. Additional copies will be made available at the successful bidder’s request and expense. Neither the Authority nor the County assumes any responsibility or obligation for the distribution or delivery of the Official Statement to anyone other than the successful bidder.

The successful bidder, by executing the Official Bid Form, agrees to provide two copies of the Official Statement (with any required forms) to the MSRB or its designee no later than ten business days following the Date of Sale. The successful bidder shall notify the County as soon as practicable of (1) the date which is the end of the underwriting period (such “underwriting period” is described in the Rule) and (2) the date of filing of the Official Statement with the MSRB or its designee.

If the Series 2018 Bonds are awarded to a syndicate, the County (on behalf of the Authority) will designate the senior managing underwriter of the syndicate as its agent for purposes of distributing copies of the Official

Statement to each participating underwriter. Any underwriter executing and delivering a bid form with respect to the Series 2018 Bonds agrees thereby that if its bid is accepted it shall accept such designation and shall enter into a contractual relationship with all participating underwriters for the purposes of assuring the receipt and distribution by each such participating underwriter of the Official Statement, unless another firm is so designated by the syndicate in writing and approved by the County.

Legal Opinion

The approving opinion of Hunton Andrews Kurth LLP, Richmond, Virginia, with respect to the Series 2018 Bonds will be furnished to the successful bidder, at the expense of the County, and will state that the Series 2018 Bonds constitute valid and binding limited obligations of the Authority payable as to both principal and interest solely from Basic Payments, certain Additional Payments (each as defined in the Financing Agreement) and other funds pledged under the Trust Agreement. The Series 2018 Bonds do not create or constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or any political subdivision thereof, including the Authority and the County.

The opinion will also state that (a) the Trust Agreement and the Financing Agreement have been duly authorized, executed and delivered by, and constitute valid and binding obligations of, the Authority and the County, as applicable, and are enforceable against the Authority and the County in accordance with their terms, (b) the County's undertaking to make Basic Payments and Additional Payments under the Financing Agreement, or to make Basic Rent and Additional Rent under the Financing Lease, is subject to and dependent upon the County Board making annual appropriations for such purpose, and (c) such obligation does not constitute a debt of the County within the meaning of any constitutional or statutory limitation or a liability of or a lien or charge upon funds or property of the County beyond any fiscal year for which the County Board has appropriated moneys for such purpose.

The opinion will further state that the rights of holders of the Series 2018 Bonds and the enforceability of such rights, including the enforcement by the Trustee of the obligations of the Authority and the County under the Trust Agreement, the Financing Agreement and the Financing Lease, as applicable, may be limited or otherwise affected by (a) bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other laws affecting the rights of creditors generally and (b) principles of equity, whether considered at law or in equity, and by public policy.

Tax Matters

The Official Statement relating to the Series 2018 Bonds contains a discussion of the effect of the Internal Revenue Code of 1986, as amended, on the exclusion from gross income of interest on the Series 2018 Bonds and a discussion of the opinion of Hunton Andrews Kurth LLP insofar as it concerns such exclusion.

Federal and State Securities Laws

No action has been taken to qualify the Series 2018 Bonds under the federal securities laws.

Continuing Disclosure

For purposes of the Rule, the County is an obligated person with respect to the Series 2018 Bonds. The County will agree, pursuant to the Continuing Disclosure Agreement, to provide certain annual financial information and operating data and notices of the occurrence of certain events, if material. A description of these undertakings is set forth in the Preliminary Official Statement for the Series 2018 Bonds and will also be set forth in the final Official Statement for the Series 2018 Bonds (See Appendix F of the Preliminary Official Statement).

Additional Information

For further information relating to the Series 2018 Bonds, the Authority and the County, reference is made to the Authority's Preliminary Official Statement. The Authority has deemed the Preliminary Official Statement to be final as of its date within the meaning of the Rule, except for the omission of certain pricing and other information permitted to be omitted pursuant to the Rule. The Official Bid Form and the Preliminary Official Statement may be obtained from the Financial Advisor, Davenport & Company LLC (telephone 804-697-2900).

**ECONOMIC DEVELOPMENT AUTHORITY OF
JAMES CITY COUNTY, VIRGINIA**

By: Board of Supervisors of James City County, Virginia

Dated _____, 2018.

EXHIBIT A-1

[For use in competitive sale where at least 3 qualifying bids are received]

PROPOSED FORM OF UNDERWRITER’S CERTIFICATE

In connection with the purchase by _____ (the “Underwriter”) of the \$_____ Public Facility Revenue and Refunding Bonds (County Government Projects), Series 2018 (the “Bonds”), issued and sold by the Economic Development Authority of James City County, Virginia (the “Issuer”), on the date hereof, the undersigned authorized representative of the Underwriter certifies as follows:

1. The Underwriter purchased the Bonds from the Issuer at a price of \$_____ (calculated as the original principal amount of \$_____, plus net original issue premium of \$_____, and less the Underwriter’s discount of \$_____).

2. On _____, 2018 (the “Sale Date”), the Underwriter made a bona fide offering of all the Bonds of each Maturity to the Public (as defined below) reflecting the following terms:

Maturity (September 15)	Principal Amount	Interest Rate	Yield	Price (%)
------------------------------------	-----------------------------	--------------------------	--------------	------------------

*Yield reflects Bonds priced to the first optional call date of September 15, _____.

3. As of the Sale Date, the reasonably expected initial offering prices of the Bonds to the Public are the prices (expressed as a percentage of the principal amount) listed above (the “Expected Offering Prices”). The Expected Offering Prices are the prices for the Maturities of the Bonds used by the Underwriter in formulating its bid to purchase the Bonds. Attached as Schedule I is a true and correct copy of the bid provided by the Underwriter to purchase the Bonds.

4. The Underwriter was not given the opportunity to review the other bids submitted to the Issuer prior to submitting its own bid.

5. The bid submitted by the Underwriter constituted a firm offer to purchase the Bonds.

6. All capitalized terms used but not otherwise defined herein shall have the meanings given in the Non-Arbitrage and Tax Compliance Certificate of the Issuer for the Bonds, a copy of which we have reviewed. In addition, the following capitalized terms shall have the following meanings for purposes of this Certificate:

(a) **“Maturity”** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) **“Public”** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

(c) For purposes of this certificate a purchaser of any of the Bonds is a **“related party”** to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(d) **“Underwriter”** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

We understand that the foregoing information will be relied upon by (i) the Issuer in establishing, among other things, the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended (the “Code”), and certain other expectations with respect to the Bonds for purposes of Section 148 of the Code set forth in the Non-Arbitrage and Tax Compliance Certificate and (ii) Hunton Andrews Kurth LLP, Richmond, Virginia, in connection with rendering its opinion to the Issuer that the interest on the Bonds is not includable in gross income of the owners thereof for federal income tax purposes. The undersigned is certifying only as to facts in existence on the date hereof. Nothing herein represents the undersigned’s interpretation of any laws, in particular the regulations under the Code or the application of any laws to these facts. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein. Although certain information furnished in this Certificate has been derived from other purchasers, bond houses and brokers and cannot be independently verified by us, we have no reason to believe it to be untrue in any material respect.

Dated _____, 2018.

[Name of Winning Bidder]

By: _____

Name: _____

Title: _____

[Attachment – Schedule I – Copy of Bid]

EXHIBIT A-2

[For use in competitive sale where fewer than 3 qualifying bids are received]

PROPOSED FORM OF UNDERWRITER’S CERTIFICATE

In connection with the purchase by _____ (the “Underwriter”) of the \$ _____ Public Facility Revenue and Refunding Bonds (County Government Projects), Series 2018 (the “Bonds”), issued and sold by the Economic Development Authority of James City County, Virginia (the “Issuer”), on the date hereof, the undersigned authorized representative of the Underwriter certifies as follows:

1. The Underwriter purchased the Bonds from the Issuer at a price of \$ _____ (calculated as the original principal amount of \$ _____, plus net original issue premium of \$ _____, and less the Underwriter’s discount of \$ _____).

2. On _____, 2018 (the “Sale Date”), the Underwriter made a bona fide offering of all the Bonds of each Maturity to the Public (as defined below) reflecting the following terms:

Maturity (September 15)	Principal Amount	Interest Rate	Yield	Price (%)
------------------------------------	-----------------------------	--------------------------	--------------	------------------

*Yield reflects Bonds priced to the first optional call date of September 15, _____.

3. (a) The Underwriter offered each Maturity of the Bonds to the Public for purchase at the respective initial offering prices listed above (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule I.

(b) As set forth in the Official Notice of Sale, the Underwriter has agreed in writing that, (i) for each Maturity of the Bonds, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Bonds at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

(c) The Underwriter has an established industry reputation for underwriting new issuances of municipal bonds.

4. All capitalized terms used but not otherwise defined herein shall have the meanings given in the Non-Arbitrage and Tax Compliance Certificate of the Issuer for the Bonds, a copy of which we have reviewed. In addition, the following capitalized terms shall have the following meanings for purposes of this Certificate:

(a) **“Holding Period”** means for each Maturity of the Bonds, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of each Maturity of the Bonds to the Public at prices that are no higher than the Initial Offering Price for such Maturity.

(b) **“Maturity”** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate Maturities.

(c) **“Public”** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter.

(d) For purposes of this certificate a purchaser of any of the Bonds is a **“related party”** to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (A) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

(e) **“Underwriter”** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

We understand that the foregoing information will be relied upon by (i) the Issuer in establishing, among other things, the “issue price” of the Bonds within the meaning of Section 1273 of the Internal Revenue Code of 1986, as amended (the “Code”), and certain other expectations with respect to the Bonds for purposes of Section 148 of the Code set forth in the Non-Arbitrage and Tax Compliance Certificate and (ii) Hunton Andrews Kurth LLP, Richmond, Virginia, in connection with rendering its opinion to the Issuer that the interest on the Bonds is not includable in gross income of the owners thereof for federal income tax purposes. The undersigned is certifying only as to facts in existence on the date hereof. Nothing herein represents the undersigned’s interpretation of any laws, in particular the regulations under the Code or the application of any laws to these facts. The certifications contained herein are not necessarily based on personal knowledge, but may instead be based on either inquiry deemed adequate by the undersigned or institutional knowledge (or both) regarding the matters set forth herein. Although certain information furnished in this Certificate has been derived from other purchasers, bond houses and brokers and cannot be independently verified by us, we have no reason to believe it to be untrue in any material respect.

Dated _____, 2018.

[Name of Winning Bidder]

By: _____

Name: _____

Title: _____

[Attachment – Schedule I – Copy of pricing wire or equivalent communication]

This document has been prepared by
and, after recording, please return to:

Christopher G. Kulp
Hunton Andrews Kurth LLP
951 East Byrd Street
Richmond, Virginia 23219

Tax Parcel Numbers: _____

RECORDER'S NOTE: THE ECONOMIC DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA, AND JAMES CITY COUNTY, VIRGINIA, ARE EXEMPT FROM RECORDATION TAXES PURSUANT TO SECTION 58.1-811(E) OF THE CODE OF VIRGINIA OF 1950, AS AMENDED, AND CLERK'S FEES PURSUANT TO SECTION 17.1-266 OF THE CODE OF VIRGINIA OF 1950, AS AMENDED.

DEED AND AGREEMENT OF GROUND LEASE

THIS DEED AND AGREEMENT OF GROUND LEASE dated as of _____, 2018 (the "Effective Date"), by and between the **BOARD OF SUPERVISORS OF JAMES CITY COUNTY, VIRGINIA** (the "County Board"), on behalf of **JAMES CITY COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "County"), as lessor and a grantor for indexing purposes, and the **ECONOMIC DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "Authority"), as lessee and a grantee for indexing purposes, provides:

W I T N E S S E T H:

WHEREAS, the Authority and Wilmington Trust, National Association (the "Trustee") have entered into an Agreement of Trust dated as of June 1, 2016 (the "Master Agreement of Trust"), as previously supplemented and as further supplemented by a Second Supplemental Agreement of Trust dated as of _____, 2018 (the "Second Supplemental Trust Agreement" and together with the Master Agreement of Trust, the "Agreement of Trust"), between the Authority and the Trustee, to provide the terms for the issuance of the Authority's Series 2018 Bonds (as defined in the Second Supplemental Trust Agreement) to provide funds to finance and refinance the capital costs of certain capital improvements for governmental facilities; and

WHEREAS, pursuant to the terms of a Financing Agreement dated as of June 1, 2016, as supplemented by a First Supplemental Financing Agreement dated as of _____, 2018 (together, the "Financing Agreement"), between the Assignor and the County, the Authority has loaned the proceeds of the Series 2018 Bonds to the County and the County has agreed to repay such loan by making Basic Payments (as defined in the Financing Agreement), subject to appropriation by the County Board from time to time of sufficient moneys for such purpose; and

WHEREAS, the Authority desires to provide additional collateral security for the Series 2018 Bonds by acquiring a leasehold interest in certain real property located in James City County, Virginia, as more fully described in Exhibit A (the land and all of the improvements

now or hereafter existing thereon referred to as the “Premises” (but exclusive of any equipment, furnishings or other personal property located thereon)) and by assigning certain of the Authority’s rights hereunder to the Trustee; and

WHEREAS, the County desires to lease the Premises to the Authority and then to sublease the Premises from the Authority pursuant to the Financing Lease; and

WHEREAS, the County acknowledges that the Authority will assign certain of its rights hereunder and under the Financing Lease to the Trustee as additional security for the Series 2018 Bonds;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

Section 1. Lease of Property. The County hereby demises and leases to the Authority, and the Authority hereby leases from the County, the Premises.

Section 2. Term. The term of this Ground Lease shall commence on the Effective Date and shall expire on ____ __, 20__ , unless such term is terminated earlier as hereinafter provided.

Section 3. Rental. The Authority shall pay to the County, on the Effective Date, the sum of \$10.00 from the proceeds of the Series 2018 Bonds (receipt of which is hereby acknowledged by the County), such sum representing the full amount of rent to be paid for the term of this Ground Lease.

Section 4. Purpose. The Authority shall use the Premises solely for the purpose of leasing the Premises to the County pursuant to the Financing Lease, as well as for such purposes as may be incidental thereto; provided, however, that if any default by the County occurs under the Financing Lease and such default is not cured within any applicable notice and cure period, then the Authority and its assignees shall be entitled to use the Premises for any lawful use.

Section 5. Title to Property. The County represents and warrants that it is the owner in fee simple of the Premises as it exists on the date hereof. The Authority acknowledges and agrees that the County shall at all times retain fee simple title to the Premises and at no time shall fee simple title reside in the Authority.

Section 6. Assignment and Sublease. The Authority may assign its rights under this Ground Lease or sublet the Premises without the consent of the County only (a) in connection with any entering into, and assignment of its rights under, the Financing Lease or (b) if the Financing Lease is terminated because either an Event of Default or an Event of Non-Appropriation (within the meaning each term is assigned in the Financing Lease) has occurred and is continuing.

Section 7. Fees and Expenses. The County shall pay from legally available funds all reasonable expenses of the Authority arising out of the transactions contemplated by the Financing Lease and this Ground Lease.

Section 8. Termination. (a) Upon the earlier of (i) the payment of all outstanding Basic Rent and Additional Rent (as each term is defined and as provided for in the Financing Lease) and (ii) the expiration of the term hereof, the leasehold estate of the Authority hereunder shall terminate. The Authority agrees upon such termination to surrender the Premises to the County and, upon the request of the County, to execute appropriate instruments evidencing such termination.

(b) The County shall not have the right to exclude the Authority from the Premises or take possession of the Premises (other than pursuant to the Financing Lease) or to terminate this Ground Lease prior to the expiration of its term upon any default by the Authority of its obligations hereunder. However, in the event of a default by the Authority hereunder, the County may maintain an action for specific performance.

Section 9. Quiet Enjoyment. Subject to the provisions of this Ground Lease, the Authority at all times during the term of this Ground Lease shall peaceably and quietly have, hold and enjoy the entire leasehold estate created hereunder.

Section 10. Amendments to Release Property. In the event that the County elects to prepay Basic Rent from the Net Proceeds (as defined in the Financing Lease) received from (a) any insurance recovery obtained pursuant to Section 5.1 of the Financing Lease, or (b) any condemnation, eminent domain, or loss of title award obtained pursuant to Section 5.2 of the Financing Lease, Exhibit A hereto may be amended, at the option of the County, to release any portion of the Premises from the terms of this Ground Lease so long as the removal of such portion of the Premises leaves the Premises with a market value, as determined by a licensed real estate appraiser mutually acceptable to the Authority and the County, at least equal to the principal amount of the Series 2018 Bonds then outstanding (as defined in the Financing Lease).

Section 11. Regular Amendments. No modification, waiver, amendment, discharge or change of this Ground Lease shall be valid unless the same is in writing and consented to by the Authority, the County and the Trustee.

Section 12. Notices. All notices to be given under this Ground Lease shall be in writing and shall be deemed to have been given when delivered in person or when mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the County, at 101-D Mounts Bay Road, P.O. Box 8784, Williamsburg, Virginia 23187-8784 (Attention: County Administrator); (b) if to the Authority, at 101-D Mounts Bay Road, P.O. Box 8784, Williamsburg, Virginia 23185 (Attention: Chairman); and (c) if to the Trustee, at 3951 Westerre Parkway, Ste. 300, Richmond, Virginia 23233 (Attention: Corporate Trust Administration). The County and the Authority may, by notice given hereunder, designate any future or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

Section 13. Severability. If any provision of this Ground Lease shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 14. Liability of Authority. Notwithstanding any provision of this Ground Lease to the contrary, the obligations of the Authority under this Ground Lease are not general obligations of the Authority, but are limited obligations payable solely from proceeds of the Series 2018 Bonds. No director or officer of the Authority shall be personally liable on any of the Authority's obligations hereunder.

Section 15. Successors and Assigns. This Ground Lease shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 16. Counterparts. This Ground Lease may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute but one and the same Ground Lease.

Section 17. Governing Law. This Ground Lease shall be governed by the laws of the Commonwealth of Virginia.

Section 18. No Merger. The reversionary and leasehold estates in and to the Premises created by this Ground Lease shall not merge but shall always remain separate and distinct, notwithstanding the union of such estates by purchase or otherwise in the Authority, the County, any lessee or any third party, unless the person holding both of such estates shall expressly elect in writing for them to merge.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have caused this Ground Lease to be duly executed as of the date first written above by their duly authorized representatives.

**BOARD OF SUPERVISORS OF JAMES CITY
COUNTY, VIRGINIA, on behalf of
JAMES CITY COUNTY, VIRGINIA**

By _____
County Administrator

COMMONWEALTH OF VIRGINIA)
_____)

The undersigned Notary Public, in and for the jurisdiction aforesaid, hereby certifies that the individual, whose name is signed to the foregoing as the County Administrator of James City County, Virginia, appeared before me and personally acknowledged the same in my jurisdiction aforesaid. Such person is personally known to me or has presented satisfactory evidence of identification.

GIVEN under my hand and seal this ____ day of _____, 2018.

Notary Public # _____

My commission expires: _____

**ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA**

By _____
Chairman

COMMONWEALTH OF VIRGINIA)
_____)

The undersigned Notary Public, in and for the jurisdiction aforesaid, hereby certifies that the individual, whose name is signed to the foregoing as the Chairman of the Economic Development Authority of James City County, Virginia, appeared before me and personally acknowledged the same in my jurisdiction aforesaid. Such person is personally known to me or has presented satisfactory evidence of identification.

GIVEN under my hand and seal this _____ day of _____, 2018.

Notary Public # _____

My commission expires: _____

Description of the Premises

[Police Station – The parcel known as 4600 Opportunity Way, Williamsburg, Virginia 23188, and further identified as James City County Real Estate Tax Map No. 3210100016, as shown on the attached drawing.]

[Fire Administration and Training – The parcel known as 5807 John Tyler Highway, Williamsburg, Virginia 23185, and further identified as James City County Real Estate Tax Map No. 4721500001, as shown on the attached drawing.]

[Attach drawings.]

This document has been prepared by
and, after recording, please return to:

Christopher G. Kulp
Hunton Andrews Kurth LLP
951 East Byrd Street
Richmond, Virginia 23219

Tax Parcel Numbers: _____

RECORDER'S NOTE: THE ECONOMIC DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA, AND JAMES CITY COUNTY, VIRGINIA, ARE EXEMPT FROM RECORDATION TAXES PURSUANT TO SECTION 58.1-811(E) OF THE CODE OF VIRGINIA OF 1950, AS AMENDED, AND CLERK'S FEES PURSUANT TO SECTION 17.1-266 OF THE CODE OF VIRGINIA OF 1950, AS AMENDED.

DEED AND AGREEMENT OF FINANCING LEASE

between

**ECONOMIC DEVELOPMENT AUTHORITY OF
JAMES CITY COUNTY, VIRGINIA,
as Grantor,**

and

**BOARD OF SUPERVISORS OF JAMES CITY COUNTY, VIRGINIA,
on behalf of JAMES CITY COUNTY, VIRGINIA,
as Grantee**

Dated as of _____, 2018

**Relating to
Economic Development Authority of James City County, Virginia
Public Facility Revenue and Refunding Bonds
(County Governmental Projects)
Series 2018**

ALL RENTALS PAYABLE UNDER THIS LEASE HAVE BEEN ABSOLUTELY ASSIGNED TO, AND ARE SUBJECT TO A SECURITY INTEREST IN FAVOR OF WILMINGTON TRUST, NATIONAL ASSOCIATION, TRUSTEE, UNDER AN ASSIGNMENT AGREEMENT WITH THE AUTHORITY DATED AS OF _____, 2018, AS AMENDED OR SUPPLEMENTED FROM TIME TO TIME. INFORMATION CONCERNING SUCH ASSIGNMENT AND SECURITY INTEREST MAY BE OBTAINED FROM THE TRUSTEE IN RICHMOND, VIRGINIA.

TABLE OF CONTENTS

	Page
ARTICLE I	
DEFINITIONS	
Section 1.1	Definitions.....2
Section 1.2	Rules of Construction.4
ARTICLE II	
REPRESENTATIONS	
Section 2.1	Representations by Authority.4
Section 2.2	Representations by County.5
ARTICLE III	
LEASE OF PROPERTY	
Section 3.1	Lease of Property.6
ARTICLE IV	
LEASE TERM; PAYMENT OF RENTAL; MAINTENANCE; INSURANCE AND TAXES	
Section 4.1	Lease Term.....7
Section 4.2	Rental Payments.....7
Section 4.3	Appropriations of Basic Rent and Additional Rent; Declaration of Essentiality.....8
Section 4.4	Insurance.9
Section 4.5	Maintenance.9
Section 4.6	Inspection of Property.....9
Section 4.7	Net Lease.9
Section 4.8	Liens on Property.9
Section 4.9	Installation of County’s Own Furnishings and Equipment.....10
Section 4.10	Prepayment of Basic Rent.....10
Section 4.11	Release and Transfer of Property; Termination of Financing Lease.10
Section 4.12	Preservation of Tax Exempt Status of Interest on Bonds.11
ARTICLE V	
DAMAGE, DESTRUCTION OR CONDEMNATION	
Section 5.1	Damage or Destruction.11
Section 5.2	Condemnation and Loss of Title.....12

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.1	Events of Default.....	13
Section 6.2	Remedies.....	14
Section 6.3	Reinstatement after Event of Default.....	15
Section 6.4	No Remedy Exclusive.....	15
Section 6.5	No Additional Waiver Implied by One Waiver.....	15
Section 6.6	Attorneys' Fees and Other Expenses.....	15

ARTICLE VII

TERMINATION OF LEASE

Section 7.1	Right To Terminate in the Event of Non-Appropriation.....	16
Section 7.2	Rights upon Termination in the Event of Non-Appropriation.....	16
Section 7.3	Reinstatement after Termination in the Event of Non-Appropriation.....	16
Section 7.4	Termination in Certain Other Events.....	16

ARTICLE VIII

AGREEMENT OF TRUST; ASSIGNMENT; AND AMENDMENTS

Section 8.1	Agreement of Trust; Covenants.....	16
Section 8.2	Assignment; References to Authority.....	17
Section 8.3	Amendments.....	17
Section 8.4	No Merger.....	18

ARTICLE IX

MISCELLANEOUS

Section 9.1	Notices.....	18
Section 9.2	Severability.....	18
Section 9.3	Liability of Authority.....	18
Section 9.4	Characterization.....	19
Section 9.5	Successors and Assigns.....	19
Section 9.6	Counterparts.....	19
Section 9.7	Entire Agreement.....	19
Section 9.8	Governing Law.....	19

Exhibit A - Schedule of Basic Rent Payments

THIS DEED AND AGREEMENT OF FINANCING LEASE, dated as of _____, 2018, by and between the **ECONOMIC DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “Authority”), as lessor and, for indexing purposes, grantor, and the **BOARD OF SUPERVISORS OF JAMES CITY COUNTY, VIRGINIA** (the “County Board”), on behalf of **JAMES CITY COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “County”), as lessee and, for indexing purposes, grantee;

WITNESSETH:

WHEREAS, the Authority is a political subdivision of the Commonwealth of Virginia duly created under the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the “Act”); and

WHEREAS, the Authority is authorized to exercise all the powers set forth in the Act, which include, among other things, the power to make loans to, among others, a county in furtherance of the purposes of the Act, to finance or refinance and lease facilities for use by a county, to issue its revenue bonds, notes and other obligations from time to time for such purposes and to pledge all or any part of its revenues and receipts derived from payments received by the Authority in connection with its loans or from the leasing by the Authority of such facilities or from any other sources, as security the payment of principal of and interest on any such obligations; and

WHEREAS, pursuant to a Deed and Agreement of Ground Lease dated as of the date hereof (the “Ground Lease”), the Authority is acquiring contemporaneously with the execution hereof a leasehold interest in certain real property located in James City County, Virginia (as more fully defined herein, the “Property”); and

WHEREAS, the Authority has agreed to issue its Public Facility Revenue and Refunding Bonds (County Governmental Projects), Series 2018 (the “Series 2018 Bonds”), and to loan the proceeds thereof to the County pursuant to the terms of a Financing Agreement dated as of June 1, 2016, as supplemented by a First Supplemental Financing Agreement dated as of _____, 2018, each between the Authority and the County (together, the “Financing Agreement”), to be applied by the County to finance and refinance costs of certain capital improvements for governmental facilities (as further defined in the Financing Agreement, the “Project”); and

WHEREAS, pursuant to the terms of the Financing Agreement, the County has agreed to repay such loan by making Basic Payments (as defined in the Financing Agreement), subject to appropriation by the County Board from time to time of sufficient moneys for such purpose; and

WHEREAS, in consideration of such loan and to provide additional security for the Series 2018 Bonds, the County has agreed to lease the Property from the Authority pursuant to the terms of this Financing Lease and to make rental payments therefor, subject to appropriation by the County Board from time to time of sufficient moneys for such purpose; and

WHEREAS, the Authority has agreed to apply the amounts received from the County under the Financing Agreement in respect of the Series 2018 Bonds as a credit against the rental payments due hereunder;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained and other valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

Unless otherwise defined in this Financing Lease, all terms used herein shall have the meanings assigned to such terms in the Financing Agreement and the Agreement of Trust. The following words as used in this Financing Lease shall have the following meanings unless the context otherwise requires.

“Additional Rent” shall mean (a) reasonable fees for services rendered and for expenses reasonably incurred by the Trustee, including the reasonable fees of its attorneys, under the Agreement of Trust with respect to the Series 2018 Bonds and any additional Series secured by this Financing Lease, (b) any fees or charges for the arbitrage rebate calculations, (c) any amounts necessary to make, when due, any required arbitrage rebate payment with respect to the Series 2018 Bonds and any additional Series secured by this Financing Lease, (d) with respect to any Series secured by this Financing Lease, any amounts necessary to restore the balance in any related Series Debt Service Reserve Account to the respective Series Debt Service Reserve Requirement, if any, (d) the reasonable fees and expenses of the Trustee and all other amounts which the County assumes or agrees to pay, including any cost or expense necessary to cancel and discharge the Agreement of Trust upon payment of the Series 2018 Bonds and any additional Series secured by this Financing Lease, (f) reasonable costs and expenses directly related to the Property, the Series 2018 Bonds or any additional Series secured by this Financing Lease, (g) reasonable costs and expenses, including premiums, for any credit facility provider, (h) a reasonable share of the fees and expenses of the Authority, including the reasonable fees of its counsel and the cost of any audit of the funds of the Authority, (i) any expenses incurred by the Authority in connection with its obligations under Section 4.12, and (j) all other amounts which the County agrees to pay under the terms of this Financing Lease, but not including Basic Rent.

“Agreement of Trust” shall mean the Agreement of Trust dated as of June 1, 2016, between the Authority and the Trustee, and any and all supplements and amendments thereto, including, but not limited to, the Second Supplemental Agreement of Trust dated as of _____, 2018, between the Authority and the Trustee.

“Assignment Agreement” shall mean the Assignment Agreement dated as of _____, 2018, between the Authority and the Trustee, as such Agreement may be supplemented, amended or modified from time to time.

“Authority” shall mean the Economic Development Authority of James City County, Virginia, a political subdivision of the Commonwealth of Virginia, its successors and assigns.

“Basic Agreements” shall mean, collectively, the Agreement of Trust, the Financing Agreement, the Ground Lease, this Financing Lease and the Assignment Agreement.

“Basic Rent” shall mean the payments payable by the County pursuant to Section 4.2(a) in the amounts and at the times set forth in Exhibit A.

“County Board” shall mean the Board of Supervisors of James City County, Virginia, as the governing body of the County.

“Event of Default” shall mean any of the events enumerated in Section 6.1

“Financing Agreement” shall mean the Financing Agreement dated as of June 1, 2016, as supplemented by a First Supplemental Financing Agreement dated as of _____, 2018, each between the Authority and the County, as such Agreement may be supplemented, amended or modified from time to time.

“Financing Lease” shall mean this Financing Lease and any and all supplements, amendments and modifications hereto.

“Lease Term” shall mean the duration of the leasehold estate created in the Property, as provided in Section 4.1.

“Net Proceeds” shall mean the gross proceeds from any insurance recovery, or condemnation, eminent domain or loss of title award in connection with the Property less payments for attorneys’ fees, fees and expenses of the Trustee and other expenses incurred in the collection of such gross proceeds.

“Payment of Basic Rent” shall mean payment in full of all Basic Rent due and to become due under this Agreement.

“Permitted Encumbrances” shall mean, as of any particular time as to the Property, (a) liens for taxes and special assessments not then delinquent, (b) liens for taxes and assessments which are delinquent but the validity of which is being contested in good faith and with respect to which the County shall have set aside adequate reserves, unless thereby any of the Property or the interest of the County therein may be in danger of being lost or forfeited, (c) the Ground Lease and any security interests or other liens created thereby, (d) this Financing Lease and any security interests or other liens created hereby, (e) mechanics’ and materialmen’s liens incident to construction or maintenance now or hereafter filed of record which are being contested in good faith and have not proceeded to judgment, provided that the County shall have set aside adequate reserves with respect thereto, (f) restrictions, mineral rights, easements, rights of way, exceptions or reservations for the purpose of utilities (including but not limited to water and gas pipelines, sanitary and storm sewers, telephone lines, telegraph lines, power lines, substations and other facilities and equipment used in connection with such utilities), roads, streets, alleys, highways, railroads, dikes, canals, laterals, ditches, and other like purposes, or for the joint or common use of real property, in each case which do not materially impair the use of the Property for the purposes for which it is or may reasonably be expected to be held, (g) such defects, irregularities, encumbrances, easements, rights of way and clouds on title as normally exist with respect to property owned or leased by the County for essential governmental purposes and similar in character to the Property and as will not, in the opinion of the County Attorney, impair the use of the Property affected thereby for the purpose for which it is or may reasonably be expected to be held by the County, and (h) present or future zoning laws and ordinances.

“Property” shall mean the real property and any and all improvements now or hereafter existing thereon (but exclusive of any equipment, furnishings or other personal property located in or on the Property), as further described in Exhibit A to the Ground Lease, and as such Exhibit may be amended from time to time.

“Series 2018 Bonds” shall mean the Authority’s \$_____ Public Facility Revenue and Refunding Bonds (County Governmental Projects), Series 2018, issued pursuant to Article III of the Master Agreement of Trust.

“Trustee” shall mean Wilmington Trust, National Association, Richmond, Virginia, in its capacity as the trustee under the Agreement of Trust, including any successor trustee(s) thereunder.

Section 1.2 Rules of Construction.

The following rules shall apply to the construction of this Financing Lease unless the context otherwise requires:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Words importing the redemption or calling for redemption of Bonds shall not be deemed to refer to or connote the payment of Bonds at their stated maturity.

(c) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this Financing Lease.

(d) The headings and Table of Contents herein are solely for convenience of reference and shall not constitute a part of this Financing Lease nor shall they affect its meaning, construction or effect.

(e) All references herein to payment of Bonds are references to payment of principal of and premium, if any, and interest on the Bonds.

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations by Authority.

The Authority makes the following representations:

(a) The Authority is a political subdivision of the Commonwealth of Virginia duly created under the Act;

(b) The undertaking by the Authority to lease the Property to the County has been authorized, as required by the Act, by the affirmative vote of a majority of the members of the Authority present at a meeting at which a quorum was present and acting throughout;

(c) Pursuant to the Act, the Authority has full power and authority to enter into the Basic Agreements and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered such Basic Agreements and has issued the Series 2018 Bonds;

(d) The execution, delivery and compliance by the Authority with the terms and conditions of the Basic Agreements will not conflict with or constitute or result in a default under or violation of, (i) any existing law, rule or regulation applicable to the Authority, or (ii) any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or other restriction of any kind to which the Authority or any of its assets is subject;

(e) No further approval, consent or withholding of objection on the part of any regulatory body or any official, Federal, state or local, is required in connection with the execution or delivery of or compliance by the Authority with the terms and conditions of the Basic Agreements, except that no representation is made as to the applicability of any Federal or state securities laws;

(f) There is no litigation at law or in equity or any proceeding before any governmental agency involving the Authority pending or, to the knowledge of the Authority, threatened against the Authority with respect to (i) the creation and existence of the Authority, (ii) its authority to execute and deliver the Basic Agreements or the Series 2018 Bonds, (iii) the validity or enforceability of the Basic Agreements or the Authority's performance of its obligations thereunder, (iv) the title of any officer of the Authority executing the Basic Agreements or the Series 2018 Bonds, or (v) its power to lease the Property to the County; and

(g) The Authority is the owner of a leasehold estate in the Property granted by the Ground Lease.

Section 2.2 Representations by County.

The County makes the following representations:

(a) The County is a political subdivision of the Commonwealth of Virginia;

(b) The lease of the Property to the County pursuant to this Financing Lease will provide the County governmental facilities, so that the County may serve functions which are essential to its proper, efficient and economic operations of the County and to the health and welfare of its residents;

(c) The County has full power and authority to enter into the Basic Agreements to which it is a party and to perform the transactions contemplated thereby and to carry out its obligations thereunder and by proper action has duly authorized, executed and delivered such Basic Agreements;

(d) The County is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has

occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in an event of default thereunder;

(e) The County is not in default under or in violation of, and the execution, delivery and compliance by the County with the terms and conditions of the Basic Agreements to which it is a party will not conflict with or constitute or result in a default under or violation of (i) any existing law, rule or regulation applicable to the County, or (ii) any indenture, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the County or any of its assets is subject, and no event has occurred and is continuing that with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation;

(f) No further approval, consent or withholding of objection on the part of any regulatory body or any official, Federal, state or local, is required in connection with the execution or delivery of or compliance by the County with the terms and conditions of the Basic Agreements to which it is a party;

(g) There is no litigation at law or in equity or any proceeding before any governmental agency involving the County pending or, to the knowledge of the County, threatened against the County with respect to (i) the authority of the County to execute and deliver the Basic Agreements to which it is a party, (ii) the validity or enforceability of such Basic Agreements or the County's performance of its obligations thereunder, (iii) the title of any officer of the County executing such Basic Agreements, or (iv) its power to lease the Property from the Authority;

(h) Until termination of this Financing Lease, the County intends to use the Property, or to cause it to be used, as governmental facilities or as such other facilities for use by a county as are permissible under the Act and the Code of Virginia of 1950, as amended. The County will not use or occupy the Property or permit it to be used or occupied (i) contrary to any law or regulation in effect now or in the future (and without regard to any change of government policy), or (ii) in any manner which will (A) cause structural injury to any part of the Property (the County shall make structural and other changes to the Property at its sole cost and expense and without regard to the cost), (B) cause the value or the usefulness of the Property to diminish (ordinary wear and tear excepted), (C) constitute a public or private nuisance or (D) result in waste to the Property; nor will it do or permit anything to be done on or about the Property that will affect, impair or contravene any policies of insurance that may be carried on the Property or with respect to its use.

ARTICLE III

LEASE OF PROPERTY

Section 3.1 Lease of Property.

The Authority demises and leases to the County, and the County leases from the Authority, the Property for the term set forth in Section 4.1 and in return for the Basic Rent and Additional Rent provided for in Section 4.2, all in accordance with the terms of this Financing Lease. The Authority hereby agrees to perform the obligations imposed upon it as lessee under

the Ground Lease. Subject to the provisions of Articles VI and VIII, the County shall be entitled to the possession of the Property during the term of this Financing Lease.

THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY THAT THE COUNTY WILL HAVE QUIET AND PEACEFUL POSSESSION OF THE PROPERTY, except that the Property is free from encumbrances done, made or knowingly suffered by the Authority or anyone claiming by, through or under it. The County recognizes that since the leasing of the Property is being undertaken at the County's request, THE AUTHORITY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MERCHANTABILITY, CONDITION OR WORKMANSHIP OF ANY PART OF THE PROPERTY OR ITS SUITABILITY FOR THE COUNTY'S PURPOSES OR NEEDS.

ARTICLE IV

LEASE TERM; PAYMENT OF RENTAL; MAINTENANCE; INSURANCE AND TAXES

Section 4.1 Lease Term.

The Lease Term shall commence on the date of execution hereof and, unless sooner terminated in accordance with the provisions hereof, shall terminate at midnight on _____, 20__; provided, however, that if all payments required by this Financing Lease have not been made on such date, the Lease Term shall terminate when all such payments shall have been made.

Section 4.2 Rental Payments.

(a) Subject to Section 4.3, the County shall pay Basic Rent to the Authority on each [June 1] and [December 1] in the years and in the amounts set forth on Exhibit A attached hereto, as it may be amended from time to time.

(b) Subject to the limitation of Section 4.3, in the event of a deficiency in any other Series Debt Service Reserve Account with respect to an additional Series secured by this Financing Lease, the County agrees to pay as Additional Rent to the Trustee not later than 45 days before the next succeeding interest payment date set forth in Exhibit A the amount of such deficiency. There shall be no Series Debt Service Reserve Account established for the Series 2018 Bonds.

(c) Subject to the limitation of Section 4.3 and subject to the terms of a more specific agreement as to compensation entered into by the County and the Trustee, the County agrees to pay as Additional Rent to the Trustee until payment in full of the Series 2018 Bonds and any additional Series secured by this Financing Lease then Outstanding its reasonable fees for services rendered and for expenses reasonably incurred by the Trustee under the Agreement of Trust.

(d) Subject to the limitation of Section 4.3, the County agrees to pay as Additional Rent (i) any expenses incurred by the Authority in connection with its obligations under this Financing Lease and (ii) all other amounts which the County agrees to pay under the terms of this Financing Lease, but not including payments of Basic Rent.

(e) The obligations of the County to make the payments of Basic Rent and Additional Rent and to perform and observe the other agreements contained herein shall be absolute and unconditional, except as provided in subsection (f) below and in Section 4.3.

(f) Notwithstanding anything herein to the contrary, to the extent that the County pays in full each installment of Basic Payment and Additional Payment when due under the terms of the Financing Agreement, the amount of such payment shall be credited in full against the corresponding obligation of the County hereunder to pay any installment of Basic Rent and Additional Rent.

Section 4.3 Appropriations of Basic Rent and Additional Rent; Declaration of Essentiality.

The County reasonably believes that funds sufficient to make all payments of Basic Rent and Additional Rent during the term of this Financing Lease can be obtained. While recognizing that it is not empowered to make any binding commitment to make payments of Basic Rent and Additional Rent beyond the current Fiscal Year, the County Board in authorizing the execution of this Financing Lease has stated its intent to make appropriations sufficient to make the payments of Basic Rent and Additional Rent.

Notwithstanding anything in this Financing Lease to the contrary, the County's obligations to pay the cost of performing its obligations under this Financing Lease, including its obligations to pay all Basic Rent and Additional Rent, shall be subject to and dependent upon appropriations being made from time to time by the County Board in sufficient amounts for such purposes; provided, however, that the County Administrator or other officer charged with the responsibility for preparing the County's Annual Budget shall include in the proposed budget for each Fiscal Year as a single appropriation the amount of all Basic Rent and estimated Additional Rent coming due during such Fiscal Year (taking into account without duplication appropriations made to pay Basic Payments and Additional Payments due under the Financing Agreement during the same Fiscal Year).

For each Fiscal Year of the Lease Term, the County Administrator or other officer charged with the responsibility for preparing the County's Annual Budget shall deliver to the Trustee and the Authority within 10 days after its adoption, but not later than 10 days after the beginning of each Fiscal Year, a copy of the County's adopted Annual Budget that includes an approval of funds sufficient to pay, or be credited to the payment of, both Basic Rent and estimated Additional Rent coming due for the relevant Fiscal Year.

If any adopted Annual Budget does not include an approval of funds sufficient to pay, or be credited to the payment of, both Basic Rent and estimated Additional Rent coming due for the relevant Fiscal Year, the County Board shall take a roll call vote immediately after adoption of such Annual Budget acknowledging the impact of its failure to approve such funds. In addition, the County Administrator or appropriate officer shall deliver to the Trustee and the Authority within 10 days after the beginning of each Fiscal Year, a certificate stating whether an amount equal to, or credited to the payment of, the Basic Rent and estimated Additional Rent which will come due during such Fiscal Year has been appropriated by a resolution adopted by the County Board. If, by 15 days after the beginning of the Fiscal Year, the County Board has not appropriated funds for the payment of both Basic Rent and estimated Additional Rent for the

then current Fiscal Year, the County Administrator or other officer charged with the responsibility for preparing the County's Annual Budget and appropriation resolution shall give written notice to the County Board to consider a supplemental appropriation for such purposes.

Section 4.4 Insurance.

Subject to Section 4.3, the County shall continuously maintain throughout the Lease Term public liability, fire and extended coverage insurance with respect to the Property as may be required from time to time to insure against such risks as are customarily insured against by public bodies for facilities and equipment similar in size, function and character to the Property, including, without limitation, insurance against loss of or damage to the Property, or any part thereof, in an amount equal to at least the full replacement cost of the Property, or any part thereof, paying when due all premiums with respect thereto; provided, however, that the County may self-insure as to any or all of such coverage and such self-insurance will satisfy the requirements of this Section. If the County self-insures, the County shall cause to be filed annually with the Trustee a certificate of its risk manager or insurance consultant as to the adequacy of reserves for such self-insurance.

Section 4.5 Maintenance.

Subject to Sections 4.3, 5.1 and 5.2, the County shall maintain, preserve and keep the Property in compliance with all legal requirements and in good repair and operating condition (normal wear and tear excepted) and from time to time shall make all necessary repairs, replacements and renewals.

Section 4.6 Inspection of Property.

The Authority, the Trustee and their duly authorized representatives and agents shall have such reasonable rights of access to the Property (subject to prior written or telephonic notice to the County) as may be necessary to determine whether the County is in compliance with the requirements of the Basic Agreements, but neither the Authority nor the Trustee shall have any duty to monitor the County's compliance.

Section 4.7 Net Lease.

This Financing Lease shall be deemed and construed to be a net lease, and during the Lease Term, the County shall pay Basic Rent and Additional Rent, free of all deductions, diminutions and set-offs, and without abatement for casualty, loss of title, condemnation or any other reason whatsoever except that (a) Basic Rent shall decrease as a consequent of each prepayment of Basic Rent in accordance with Sections 4.3, 5.1(b)(2) and 5.2(b)(2) and (b) payments of Basic Rent on each [June 1] and [December 1] may be reduced by the amount then on deposit in the Bond Fund.

Section 4.8 Liens on Property; Disposition of Property.

Except as provided in Section 4.12 below and otherwise in the Basic Agreements, the County shall not create, incur or grant any mortgage, pledge, security interest, lien or encumbrance other than Permitted Encumbrances on or with respect to the Property and shall not

dispose of any interest in the Property unless it delivers to the Authority a certificate of the County, signed by the County Administrator, stating:

(a) that the proceeds from the disposition will be (i) applied to the purchase of additional real property to become part of the Property or (ii) deposited with the Trustee in the Bond Fund and applied to the payment or redemption of the Series 2018 Bonds and any additional Series secured by this Financing Lease; and

(b) that the disposition, together with any substitution of additional real property becoming part of the Property, will not adversely affect the usefulness of the Property or any part of it or its intended purpose or deprive the County of any real property needed for access to or operation of the Property.

Upon receipt of the above, so long as the County is not in default under this Financing Lease, the Authority will release from this Financing Lease and convey to the County that portion of the Property to be disposed of but only after (if applicable) any real property that is to be substituted for it has been conveyed to the Authority and been subjected to this Financing Lease.

Section 4.9 Installation of County's Own Furnishings and Equipment.

The County may from time to time, in its discretion and at its own expense, install furnishings and equipment at the Property. All furnishings and equipment so installed by the County shall remain the property of the County in which neither the Authority nor the Trustee shall have any interest and may be modified or removed at any time while the County is not in default under this Financing Lease. Nothing contained in this Section shall prevent the County from purchasing furnishings and equipment and creating purchase money security interests therein pursuant to the Uniform Commercial Code of Virginia as security for the unpaid portion of the purchase price thereof. The County shall pay as due the purchase price of and all costs and expenses with respect to the acquisition and installation of any furnishings and equipment installed by it pursuant to this Section.

Section 4.10 Prepayment of Basic Rent.

To the extent that the County prepays any amounts due under the Financing Agreement with respect to the Series 2018 Bonds and any additional Series secured by this Financing Lease, the amount of such prepayments shall also be credited against the corresponding amount of Basic Rent due under this Financing Lease.

Section 4.11 Release and Transfer of Property; Termination of Financing Lease.

Within 30 days after the payment or prepayment in full by the County of Basic Rent and any Additional Rent, the Authority shall execute and deliver to the County or file such instruments as may be reasonably necessary and proper to terminate the Authority's interest in the Property pursuant to Section 8(a) of the Ground Lease and to terminate this Financing Lease. Any reasonable expenses incurred by the Authority in effecting such transfers, conveyances, releases and assignments shall constitute Additional Rent.

Section 4.12 Subleasing; Preservation of Tax Exempt Status of Interest on Bonds.

The County shall not sublease the Property, or any portion thereof, or assign any of its rights under this Financing Lease, to any entity other than the Commonwealth of Virginia, a city, a county or a town, or any agency thereof, without an opinion of Bond Counsel that such sublease or assignment would not adversely affect the exclusion of interest on the Series 2018 Bonds (or any additional Series secured by this Financing Lease) from gross income for Federal income tax purposes. The County shall send notice to the Trustee and the Authority of any sublease of the Property or any portion thereof, or any assignment of any of the County's rights under this Financing Lease, within 30 days of entering into such sublease or assignment.

ARTICLE V

DAMAGE, DESTRUCTION OR CONDEMNATION

Section 5.1 Damage or Destruction.

(a) The County shall notify the Trustee and the Authority immediately in the case of damage to or destruction from fire or other casualty of the Property or any portion thereof during the Lease Term in an amount that the County determines in good faith will cost more than \$250,000 to repair, reconstruct and restore. If the County determines in good faith that such cost will not exceed \$250,000, the County shall retain, subject to Section 4.4, the Net Proceeds received with respect to such damage or destruction and apply such Net Proceeds to the repair, reconstruction and restoration of such portion of the Property so damaged or destroyed to substantially the same condition as had existed prior to the event causing such damage or destruction. If such Net Proceeds are not sufficient to pay in full the cost of such repair, reconstruction and restoration, the County shall, subject to Section 4.3, pay so much thereof as is in excess of such Net Proceeds.

(b) If the Property or any portion thereof is damaged or destroyed by fire or other casualty during the Lease Term and the County, in consultation with the County Board, determines in good faith that the cost to repair, reconstruct and restore the Property to the same condition as had existed prior to such damage or destruction will exceed \$250,000, then the County shall, upon the following conditions and within 90 days after the date such damage or destruction occurs, pay all Net Proceeds to the Trustee for deposit in the Project Fund (subject to any required transfers to the Arbitrage Rebate Fund) and elect one of the following two options by giving notice of such election to the Trustee and the Authority, and the Trustee shall disburse such Net Proceeds in accordance with the option so elected:

(1) Option A - Repair, Reconstruction and Restoration. The County may elect to repair, reconstruct and restore the Property. Upon the County's election of this Option A, the County shall proceed to cause the Property to be repaired, reconstructed and restored to substantially the same condition as had existed prior to the event causing such damage or destruction, with such alterations and additions as the County may determine to be necessary or desirable and as will not impair the capacity or character of the Property for the purposes for which it had been or was intended to be used prior to such damage or destruction. The County shall direct the Trustee to create a special account in the Project Fund and deposit such Net Proceeds therein. So long as the

County is not in default under this Financing Lease, the County may direct the Trustee upon receipt of a request made in accordance with Section 503 of the Agreement of Trust, to apply, in the manner and upon the conditions set forth in such Section 503, so much as may be necessary of such Net Proceeds to payment of the cost of such repair, reconstruction and restoration, either on completion thereof or as the work progresses. If such Net Proceeds are not sufficient to pay in full the cost of such repair, reconstruction and restoration, the County shall pay to the Trustee, subject to Section 4.3, within 90 days of receipt of such Net Proceeds, so much of the cost thereof as may be in excess of such Net Proceeds to the Trustee for deposit to the special account in the Project Fund. The County shall not be entitled by reason of the payment of such excess cost to any (A) interest in the Property that it did not possess prior to such payment, (B) reimbursement from the Authority or the Trustee, or (C) abatement or diminution of Basic Rent or Additional Rent.

(2) Option B - Prepayment. The County may elect to have such Net Proceeds applied to the prepayment of all or any portion of the Basic Payments due under the Financing Agreement, plus interest accrued to the date of prepayment, to be used by the Trustee (upon receiving such Net Proceeds, to the extent and in the manner provided in the Agreement of Trust and to the extent of such Net Proceeds) to redeem the Series 2018 Bonds and any additional Series secured by this Financing Lease.

Section 5.2 Condemnation and Loss of Title.

(a) In the case of a taking of all or any part of the Property or any right therein under the exercise of the power of eminent domain or any loss of all or any part of the Property because of loss of title thereto, or the commencement of any proceedings or negotiations which might result in such a taking or loss, the party upon whom notice of such taking is served or whom such proceedings or negotiations are commenced or who learns of a loss of title shall give prompt notice to the other and to the Trustee. Each such notice shall describe generally the nature and extent of such condemnation, taking, loss, proceedings or negotiations. All obligations of the County under this Financing Lease (except the County's obligations to pay Basic Rent when due) shall terminate as to the Property or portion thereof as to which there is a loss of title or which is condemned or taken when such loss of title is finally adjudicated or when title thereto vests in the party condemning or taking the same, as the case may be (hereinafter referred to as the "termination date").

(b) In the event of any such loss of title, condemnation or taking, the County shall, upon the following conditions and within 90 days after the termination date therefor, pay all Net Proceeds to the Trustee for deposit in a special account in the Project Fund and elect one of the following two options by giving notice of such election to the Trustee and the Authority:

(1) Option A - Repairs, Reconstruction and Restoration. The County may elect to have the Net Proceeds as to such loss of title, condemnation or taking used to repair, restore or reconstruct the portion of the Property as to which there has been a loss of title, condemnation or taking to substantially its condition prior to such loss of title, condemnation or taking. Upon election of this Option A, the County shall direct the Trustee to create a special account in the Project Fund and deposit such Net Proceeds therein. So long as the County is not in default under this Financing Lease, the County

may direct the Trustee, upon receipt of a request made in accordance with Section 503 of the Agreement of Trust, to apply, in the manner and upon the conditions set forth in such Section 503, so much as may be necessary of the Net Proceeds received by it on account of such loss of title, condemnation or taking to payment of such repair, reconstruction or restoration of the Property, either on completion thereof or as the work progresses. If such Net Proceeds are not sufficient to pay in full the cost of such repair, reconstruction or restoration, the County shall pay to the Trustee, subject to Section 4.3, within 90 days of receipt of such Net Proceeds, so much of the cost thereof as may be in excess of such Net Proceeds for deposit into such special account in the Project Fund. The County shall not be entitled by reason of the payment of such excess cost to any (A) interest in the Property that it did not possess prior to such payment, (B) reimbursement from the Authority or the Trustee, or (C) abatement or diminution of the Basic Rent or Additional Rent.

(2) Option B - Prepayment of Basic Rent. The County may elect to have the Net Proceeds payable as to any such loss of title, condemnation or taking applied to the prepayment of all or any portion of the Basic Payments due under the Financing Agreement, plus interest accrued to the date of prepayment, to be used by the Trustee (upon receiving such Net Proceeds, to the extent and in the manner provided in the Agreement of Trust and to the extent of such Net Proceeds) to redeem the Series 2018 Bonds and any additional Series secured by this Financing Lease.

(c) The Authority shall, at the expense of the County, cooperate fully with the County in the contest of any prospective or pending condemnation proceedings or in any contest over title with respect to the Property or any portion thereof and shall, to the extent it may lawfully do so, permit the County to litigate, at the expense of the County, in any such proceeding in the name and behalf of the Authority. In no event shall the Authority voluntarily settle, or consent to the settlement of, any prospective or pending condemnation proceedings, or proceedings as to title with respect to the Property or any portion thereof without the consent of the County.

ARTICLE VI

EVENTS OF DEFAULT AND REMEDIES

Section 6.1 Events of Default.

(a) Subject to the provisions of Section 6.1(c), the following shall be “events of default” under this Financing Lease, and the terms “event of default” or “default” shall mean, whenever they are used in this Financing Lease, any one or more of the following events:

(1) Failure of the County to pay when due any payment due under Section 4.2(a) or 4.2(b) and continuation of such failure for a period of five days; or

(2) Failure of the County to pay when due any payment due under this Financing Lease, other than payments under Section 4.2(a) and (b), or to observe and perform any covenant, condition or agreement on its part to be observed or performed, which failure shall continue for a period of 30 days after notice is given, or in the case of any such default that cannot with due diligence be cured within such 30-day period but

can be cured within the succeeding 60 days, failure of the County to proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence.

(b) The provisions of the foregoing subparagraph (a)(2) are subject to the limitation that if by reason of force majeure the County is unable in whole or in part to perform any of its covenants, conditions or agreements hereunder other than those set forth in Sections 4.2, 4.3, 4.4, 4.6 and 4.8, the County shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall include without limitation acts of God; strikes, lockouts or other industrial disturbances; acts of public enemies; orders of any kind of the government of the United States of America or the Commonwealth of Virginia or any political subdivision thereof or any of their departments, agencies or officials, or any civil or military authority; insurrections; riots; epidemics; landslides; earthquakes; fires; hurricanes; tornadoes; storms; floods; washouts; droughts; restraint of government and people; or civil disturbances. The County shall remedy with all reasonable dispatch the cause or causes preventing the County from carrying out its covenants, conditions and agreements, provided that the settlement of strikes, lockouts and other industrial disturbances shall be entirely within the discretion of the County and the County shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of any opposing party when such course is in the judgment of the County not in its best interests.

(c) Notwithstanding anything contained in this Section to the contrary, (i) failure by the County to pay when due any payment required to be made under this Financing Lease or (ii) failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Financing Lease, either of which results from failure of the County to appropriate moneys for such purposes, as described in Section 4.3, shall not constitute an event of default. Upon any such failure to appropriate, the provisions of Article VII shall be applicable.

Section 6.2 Remedies.

Whenever any event of default shall have happened and is continuing, the Authority may take any one or more of the following remedial steps, without further demand or notice: (a) reenter and take possession of all or any portion of the Property, with or without terminating this Financing Lease, exclude the County from possession, and lease or sublease the County's leasehold estate in all or any portion of the Property for the account of the County, holding the County liable for all Basic Rent and Additional Rent due up to the effective date of such lease or sublease and for the difference between the rent and other amounts paid by the lessee or sublessee pursuant to such lease or sublease and the Basic Rent and other amounts payable by the County hereunder; or (b) take whatever action at law or in equity may appear necessary or desirable to collect the Basic Rent and the Additional Rent then due and thereafter to become due, or to enforce performance and observance of any obligation, agreement or covenant of the County under this Financing Lease. In any of such cases, all rights and interests created or then existing in favor of the County as against the Authority hereunder shall cease and terminate, and the right to the possession of the Property and all other rights acquired by the County hereunder shall revert to and revest in the Authority without any act of re-entry, or any other act of the Authority to be performed and without any right of the County of return, reclamation or compensation for moneys paid under this Financing Lease as absolutely, fully and perfectly as if this Financing Lease and such payments had never been made; and in case of such default all

payments theretofore made on this Financing Lease are to be retained by and belong to the Authority as the agreed and reasonable rent of the Property up to the time of such default. Any amounts received by the Authority pursuant to the foregoing provisions shall be applied first to costs, then to any unpaid interest and then to repayment of principal, and upon payment in full of all amounts due such excess shall be deposited in the Bond Fund and credited to the next Payment of Basic Rent to the extent Basic Rent has not been paid in full. This provision shall survive termination of this Financing Lease.

Section 6.3 Reinstatement after Event of Default.

Notwithstanding the exercise by the Authority of any remedy granted by Section 6.2, unless the Authority or its assignee shall have sold its leasehold estate in all or any portion of the Property or shall have entered into an agreement providing for the reletting of the Property for at least one year, if the balance of Basic Rent shall not have been accelerated pursuant to Section 6.2(a) and all overdue Basic Rent, together with any interest thereon, and all Additional Rent shall have been paid, then the County's default under this Financing Lease shall be waived without further action by the Authority. Upon such payment and waiver, this Financing Lease shall be fully reinstated and all Basic Rent payments will be due and payable in accordance with Exhibit A, and the County shall be restored to the use, occupancy and possession of the Property; provided, however, if all or any portion of the Property has been relet for less than one year, the County shall not be restored to the use, occupancy and possession thereof until the end of such lease.

Section 6.4 No Remedy Exclusive.

No remedy conferred by this Financing Lease upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof or acquiescence therein, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 6.5 No Additional Waiver Implied by One Waiver.

Failure by the Authority at any time to require performance by the County of any provision hereof shall in no way affect the Authority's right hereunder to enforce the same, nor shall any waiver by the Authority of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

Section 6.6 Attorneys' Fees and Other Expenses.

Subject to Section 4.3 the County shall on demand pay to the Authority and the Trustee the reasonable fees of attorneys and other reasonable expenses incurred by either of them in the collection of appropriated, but unpaid, Basic Rent or Additional Rent, or the enforcement of any other obligation of the County, or its agents, upon an Event of Default or any event which, with the passage of time or the giving of notice, may become an Event of Default.

ARTICLE VII

TERMINATION OF LEASE

Section 7.1 Right To Terminate in the Event of Non-Appropriation.

If by [June 10] of any year, the County Board has failed to adopt a resolution appropriating moneys sufficient for the payment of Basic Rent and estimated Additional Rent (taking into account without duplication the corresponding Basic Payments and estimated Additional Payments due under the Financing Agreement) for the following Fiscal Year, the County Administrator shall give notice to the Authority and the Trustee of such failure to appropriate within five business days thereafter, and if no such appropriation has been made by [July 15] of the then current year, the County and the Authority each shall have the right to terminate this Financing Lease by giving notice of the exercise of its rights pursuant to this Section to the other party and the Trustee.

Section 7.2 Rights upon Termination in the Event of Non-Appropriation.

Upon termination of this Financing Lease in accordance with Section 7.1, the County shall immediately surrender possession of the Property. In the event the County does not so deliver possession, the County shall be liable, but only from legally available funds, for payment of a pro-rata portion of the Basic Rent payments and Additional Rent attributable to the number of days during which the County fails to so deliver possession.

Section 7.3 Reinstatement after Termination in the Event of Non-Appropriation.

Notwithstanding any termination of this Financing Lease in accordance with Section 7.1, this Financing Lease shall be fully reinstated, and the County shall be restored the use, occupancy and possession of the Property provided that the conditions set forth in Section 6.3 are satisfied.

Section 7.4 Termination in Certain Other Events.

Upon prepayment in full of all Basic Payments and Additional Payments (which shall be credited against the corresponding payments of Basic Rent and Additional Rent due under this Financing Lease) in accordance with Sections 4.10, 5.1(b)(2) or 5.2(b)(2), this Financing Lease shall terminate in accordance with the provisions of Section 4.11.

ARTICLE VIII

AGREEMENT OF TRUST; ASSIGNMENT; AND AMENDMENTS

Section 8.1 Agreement of Trust; Covenants.

(a) The County shall not be obligated to take any notice of any sale, assignment, reassignment, pledge, mortgage, transfer or other disposition of any interest in this Financing Lease or the Property by the Authority, unless such sale, assignment, reassignment, pledge, mortgage, transfer or other disposition is undertaken in accordance with the Agreement of Trust and the County shall have received a duplicate original counterpart of the document by which the

assignment, reassignment, pledge, mortgage, transfer or other disposition is made, disclosing the name and address of the person or entity receiving such interest; provided, however, that if such assignment, reassignment, pledge, mortgage, transfer or other disposition is made to a bank or trust company as trustee or paying agent or escrow agent for holders of the Series 2018 Bonds or any additional Series secured by this Financing Lease, it shall thereafter be sufficient that a copy of the trust instrument or agency agreement shall have been deposited with the County until the County shall have been advised that such trust instrument or agency agreement is no longer in effect. During the Lease Term the County shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code.

(b) Subject to Section 4.3, the County covenants to take whatever action may be necessary for the Authority to comply with the Authority's covenants under the Agreement of Trust including, without limitation, (i) to cause any necessary financing statements relating to the Basic Rent payments to be executed and filed in all appropriate offices from time to time and will cause the financing statements and instruments of further assurance to be recorded and filed in such manner and in such places as are required by law in order to preserve and protect the rights and security of the holders of the Series 2018 Bonds, and (ii) to supply all information required to be stated on Internal Revenue Service Forms 8038-G and 8038-T, or any successors to such forms.

Section 8.2 Assignment; References to Authority.

Simultaneously with the execution of this Financing Lease, the Authority has entered into the Assignment Agreement by which the Authority assigns all of its rights in and to this Financing Lease (except its rights to receive payment of its fees and expenses and to receive notices) to the Trustee for the benefit of the holders of the Series 2018 Bonds and any additional Series secured by this Financing Lease. The County hereby (a) consents to such assignment, (b) agrees to execute and deliver such further acknowledgments, agreements and other instruments as may be reasonably requested by the Authority or the Trustee to effect such assignment, (c) agrees to make all payments due to the Authority under this Financing Lease directly to the Trustee (except the Authority's rights to receive payment of its fees and expenses, to receive notices and to give consents), subject to Section 4.3, and (d) agrees to fully comply with the terms of such assignment so long as such assignment is not inconsistent with the provisions hereof. All references in this Financing Lease to the Authority shall include the Trustee for the benefit of the holders of the Series 2018 Bonds and any additional Series secured by this Financing Lease, and their successors and assigns, whether or not specific reference is otherwise made to the Trustee, unless the context requires otherwise.

Section 8.3 Amendments.

This Financing Lease may be amended without the consent of the holders of the Series 2018 Bonds and any additional Series secured by this Financing Lease and with the consent of the Trustee, for purposes of (a) curing any ambiguity, inconsistency or omission, or of curing or correcting any defective provision contained in this Financing Lease, or in regard to matters or questions arising under this Financing Lease, as the County, with the consent of the Trustee, may deem necessary or desirable and not inconsistent with this Financing Lease and the Agreement of Trust, and which shall not materially adversely affect the interest of the holders of the Series 2018 Bonds or any additional Series secured by this Financing Lease, (b) for purposes of issuing

additional Series of Bonds or (c) for purposes of substituting collateral pursuant to Section 4.8. An amendment relating to an additional Series of Bonds may include, without limitation, a description of additional property to be leased hereby and an amended schedule of Basic Rent to reflect principal and interest payments on such additional Series. The Authority shall have the right to consent to any such amendment that affects in any material respect its rights or obligations under this Financing Lease or the Trust Agreement. This Financing Lease may be amended with the consent of the holders of a majority in aggregate principal amount of the Series 2018 Bonds and any additional Series of Bonds secured by this Financing Lease then Outstanding; provided, however, that no amendment to this Financing Lease shall operate to reduce or delay any Basic Rent payment to be made hereunder, except as may be provided under this Financing Lease, without the unanimous consent of all holders of Series 2018 Bonds and any additional Series secured by this Financing Lease and of the Authority.

Section 8.4 No Merger.

The reversionary and leasehold estates in and to the Property created by this Financing Lease shall not merge but shall always remain separate and distinct, notwithstanding the union of such estates by purchase or otherwise in the Authority, the Trustee, the County, any lessee or any third party, unless the person holding both of such estates shall expressly elect in writing for them to merge.

ARTICLE IX

MISCELLANEOUS

Section 9.1 Notices.

Unless otherwise provided herein, all demands, notices, approvals, consents, requests, opinions and other communications hereunder shall be in writing and shall be deemed to have been given when delivered in person or mailed by first class registered or certified mail, postage prepaid, addressed (a) if to the County, at 101-D Mounts Bay Road, P.O. Box 8784, Williamsburg, Virginia 23187-8784 (Attention: County Administrator); (b) if to the Authority, at 101-D Mounts Bay Road, P.O. Box 8784, Williamsburg, Virginia 23185 (Attention: Chairman); and (c) if to the Trustee, at [3951 Westerre Parkway, Ste. 300, Richmond, Virginia 23233] (Attention: Corporate Trust Administration). The County, the Authority and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent demands, notices, approvals, consents, requests, opinions or other communications shall be sent or persons to whose attention the same shall be directed.

Section 9.2 Severability.

If any provision of this Financing Lease shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 9.3 Liability of Authority.

Notwithstanding any provision of any Series of Bonds or the Basic Agreements to the contrary, the obligations of the Authority under any Series of Bonds and the Basic Agreements are not general obligations of the Authority, but are limited obligations payable solely from

revenues and receipts derived from the County under the Financing Agreement or this Financing Lease. No director or officer of the Authority shall be personally liable on the Authority's obligations hereunder. The Authority shall not be liable under any circumstances for the actions of the County, as agent for the Authority, or for any actions or omissions of the County under the Basic Agreements. In any instance in which the County is or may act as agent for the Authority hereunder, the County shall at all times comply with any applicable laws, rules or regulations pertaining to any such actions, and it is expressly understood and agreed that the County shall have no authority to create or incur any liability or obligation of the Authority except to the extent limited to the Property and the revenues derived therefrom.

Section 9.4 Characterization.

For purposes of federal bankruptcy law, this Financing Lease is intended to be a "financing lease," and not a "true lease," entered into for the purpose of facilitating the financing of the Project pursuant to the Act through the issuance of the Series 2018 Bonds in accordance with the Agreement of Trust.

Section 9.5 Successors and Assigns.

This Financing Lease shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 9.6 Counterparts.

This Financing Lease may be executed in any number of counterparts, each of which shall be an original, all of which together shall constitute but one and the same instrument; except that to the extent, if any, that this Financing Lease shall constitute personal property under the Uniform Commercial Code of Virginia, no security interest in this Financing Lease may be created or perfected through the transfer or possession of any counterpart of this Financing Lease other than its original counterpart, which shall be the counterpart containing the receipt therefor executed by the Trustee following the signatures to this Financing Lease.

Section 9.7 Entire Agreement.

The Basic Agreements express the entire understanding and all agreements between the parties and may not be modified except in writing signed by the parties.

Section 9.8 Governing Law.

This Financing Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have caused this Financing Lease to be duly executed as of the date first written above by their duly authorized representatives.

**BOARD OF SUPERVISORS OF JAMES CITY
COUNTY, VIRGINIA, on behalf of
JAMES CITY COUNTY, VIRGINIA**

By _____
County Administrator

COMMONWEALTH OF VIRGINIA)
_____)

The undersigned Notary Public, in and for the jurisdiction aforesaid, hereby certifies that the individual, whose name is signed to the foregoing as the County Administrator of James City County, Virginia, appeared before me and personally acknowledged the same in my jurisdiction aforesaid. Such person is personally known to me or has presented satisfactory evidence of identification.

GIVEN under my hand and seal this ____ day of ____, 2018.

Notary Public # _____

My commission expires: _____

Approved as to form:

By _____
County Attorney

**ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA**

By _____
Chairman

COMMONWEALTH OF VIRGINIA)
_____)

The undersigned Notary Public, in and for the jurisdiction aforesaid, hereby certifies that the individual, whose name is signed to the foregoing as the Chairman of the Economic Development Authority of James City County, Virginia, appeared before me and personally acknowledged the same in my jurisdiction aforesaid. Such person is personally known to me or has presented satisfactory evidence of identification.

GIVEN under my hand and seal this _____ day of _____, 2018.

Notary Public # _____

My commission expires: _____

RECEIPT

Receipt of the foregoing original counterpart of this Financing Lease dated as of _____, 2018, between the Economic Development Authority of James City County, Virginia, and the Board of Supervisors of James City County, Virginia, on behalf of James City County, Virginia, is acknowledged.

**WILMINGTON TRUST, NATIONAL
ASSOCIATION**, as Trustee

By _____
Vice President

SCHEDULE OF BASIC RENT PAYMENTS

Payment Date	Principal Component	Interest Component	Total
-------------------------	--------------------------------	-------------------------------	--------------

FIRST SUPPLEMENTAL FINANCING AGREEMENT

between

**ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA**

and

**BOARD OF SUPERVISORS OF
JAMES CITY COUNTY, VIRGINIA,
on behalf of
JAMES CITY COUNTY, VIRGINIA**

Dated as of _____, 2018

NOTE: THIS FIRST SUPPLEMENTAL FINANCING AGREEMENT HAS BEEN ASSIGNED TO, AND IS SUBJECT TO A SECURITY INTEREST IN FAVOR OF, WILMINGTON TRUST, NATIONAL ASSOCIATION, AS TRUSTEE UNDER AN AGREEMENT OF TRUST DATED AS OF JUNE 1, 2016, AS PREVIOUSLY SUPPLEMENTED AND AS FURTHER SUPPLEMENTED BY A SECOND SUPPLEMENTAL AGREEMENT OF TRUST DATED AS OF _____, 2018, WITH THE ECONOMIC DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA, AS FURTHER AMENDED OR SUPPLEMENTED FROM TIME TO TIME. INFORMATION CONCERNING SUCH SECURITY INTEREST MAY BE OBTAINED FROM THE TRUSTEE IN RICHMOND, VIRGINIA.

TABLE OF CONTENTS

	Page
Parties.....	1
Recitals.....	1
Granting Clauses.....	2
ARTICLE I	
DEFINITIONS AND RULES OF CONSTRUCTION	
Section 1.1 Definitions.....	2
Section 1.2 Rules of Construction.	3
ARTICLE II	
REPRESENTATIONS	
Section 2.1 Representations by Authority.	3
Section 2.2 Representations by County.	4
ARTICLE III	
AGREEMENT TO MAKE LOANS AND ISSUE BONDS	
Section 3.1 Agreement to Make Loan to Refund Series 2009 Bonds and to Finance the Series 2018 Project.	5
Section 3.2 Agreement to Issue Series 2018 Bonds.	5
ARTICLE IV	
PAYMENT OBLIGATIONS	
Section 4.1 Amounts Payable.	5
ARTICLE V	
PREPAYMENT AND REDEMPTION	
Section 5.1 Prepayment and Redemption.	6
ARTICLE VI	
ARBITRAGE REBATE FUND	
Section 6.1 Series 2018 Arbitrage Rebate Fund.	6
Section 6.2 Rebate Requirement.....	6
Section 6.3 Calculation and Payment of Series 2018 Rebate Obligation.	6
Section 6.4 Reports by Trustee.	7
Section 6.5 Disposition of Balance in Series 2018 Arbitrage Rebate Fund.	7

ARTICLE VII

MISCELLANEOUS

Section 7.1 Severability 7
Section 7.2 Successors and Assigns..... 8
Section 7.3 Counterparts..... 8
Section 7.4 Governing Law. 8
Section 7.5 Patriot Act Notice of the Trustee. 8

Signatures..... 9
Receipt 10

Exhibit A - Schedule of Payments A-1

THIS **FIRST SUPPLEMENTAL FINANCING AGREEMENT** dated as of _____, 2018, by and between the **ECONOMIC DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “Authority”), and the **BOARD OF SUPERVISORS OF JAMES CITY COUNTY, VIRGINIA**, on behalf of **JAMES CITY COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “County”), provides:

W I T N E S S E T H:

WHEREAS, the Authority is a political subdivision of the Commonwealth of Virginia duly created under the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the “Act”);

WHEREAS, the Authority is authorized to exercise all the powers set forth in the Act, which include, among other things, the powers to make loans to, among others, a county in furtherance of the Act, to finance or refinance and lease facilities for use by, among others, a county, to issue its revenue bonds, notes and other obligations from time to time for such purposes and to pledge all or any part of its revenues and receipts derived from payments received by the Authority in connection with its loans or from the leasing by the Authority of such facilities or from any source, as security for the payment of principal of and interest on any such obligations;

WHEREAS, the County desires to undertake a program of financing and refinancing the acquisition, construction and equipping of various public facilities that the County determines to undertake from time to time;

WHEREAS, in furtherance of the purposes of the Act, the County has requested the Authority to undertake one or more series of Projects (as defined in the Financing Agreement, as hereinafter defined), and the Authority has determined to issue from time to time pursuant to the terms of an Agreement of Trust dated as of June 1, 2016, between the Authority and Wilmington Trust, National Association, Richmond, Virginia, as trustee (the “Trustee”), as previously supplemented and as further supplemented by a Second Supplemental Agreement of Trust dated as of _____, 2018, between the Authority and the Trustee (collectively, the “Agreement of Trust”), its public facility revenue bonds and to loan the proceeds thereof to the County to finance and refinance costs incurred in connection with such Projects and costs of issuing such bonds;

WHEREAS, in furtherance of the purposes of the Act, the Authority and the County have entered into a Financing Agreement dated as of June 1, 2016 (the “Master Financing Agreement”), pursuant to which the Authority has agreed to loan from time to time such proceeds to the County and the County has agreed to repay such loans, subject to appropriation by the County Board of Supervisors from time to time of sufficient moneys for such purpose;

WHEREAS, within the limitations and in compliance with the Agreement of Trust, the County has requested the Authority to issue a series of Bonds in the aggregate principal amount of \$ _____ (the “Series 2018 Bonds”) and to loan such proceeds to the County (a) to refund the outstanding principal balance of the Series 2009 Bonds (as hereinafter defined), (b) to finance the cost of the Series 2018 Project (as hereinafter defined), [including to pay as desired interest on the Series 2018 Bonds up to one year following completion of the Series 2018 Project,] and

(c) to pay the financing and issuance costs related thereto, all pursuant to the terms of this First Supplemental Financing Agreement; and

WHEREAS, all acts, conditions and things required by law to happen, exist and be performed precedent to and in connection with the execution of and entering into this First Supplemental Financing Agreement have happened, exist and have been performed in regular and due time and in form and manner as required by law, and the parties hereto are now duly empowered to execute and enter into this First Supplemental Financing Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained and other valuable consideration, the parties hereto covenant and agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.1 Definitions.

Unless otherwise defined in this First Supplemental Financing Agreement, all words used herein shall have the meanings assigned to such terms in the Agreement of Trust or the Master Financing Agreement. The following words as used in this First Supplemental Financing Agreement shall have the following meanings unless a different meaning clearly appears from the context:

“Agreement of Trust” shall mean the Master Trust Agreement together with all supplemental agreements entered into by the Authority and the Trustee from time to time.

“Basic Agreements” shall mean the Agreement of Trust and the Financing Agreement.

“Financing Agreement” shall mean the Master Financing Agreement, as previously supplemented and as further supplemented by this First Supplemental Financing Agreement.

“First Supplemental Financing Agreement” shall mean this First Supplemental Financing Agreement dated as of _____, 2018, between the Authority and the County, which supplements the Master Financing Agreement, including any supplements, amendments or modifications to this First Supplemental Financing Agreement.

“Master Financing Agreement” shall mean the Financing Agreement dated as of June 1, 2016, between the Authority and the County.

“Master Trust Agreement” shall mean the Agreement of Trust dated as of June 1, 2016, between the Authority and the Trustee.

“Rebate Amount” shall mean the amount due under the rebate obligations of the Code.

“Rebate Amount Certificate” shall mean a certificate prepared or approved, at the expense of the County, by an independent certified public accountant or a firm of independent certified public accounts or rebate specialist of recognized standing setting forth the Rebate Amount determined to be due to the United States of America as of the applicable fifth

anniversary date (under the Treasury Regulations) of the issuance of the Series 2018 Bonds, or as of the final payment date of the Series 2018 Bonds, and the computation thereof.

“**Second Supplemental Trust Agreement**” shall mean the Second Supplemental Agreement of Trust dated as of _____, 2018, between the Authority and the Trustee, which supplements the Agreement of Trust.

“**Series 2009 Bonds**” shall mean the \$14,935,000 Taxable Lease Revenue Bonds (County Government Project), Series 2009 Build America Bonds, issued by the Authority.

“**Series 2018 Arbitrage Rebate Fund**” shall mean the fund established in Section 6.1.

“**Series 2018 Bonds**” shall mean the Authority’s \$_____ Public Facility Revenue and Refunding Bonds (County Government Projects), Series 2018, authorized to be issued pursuant to the Second Supplemental Trust Agreement.

“**Series 2018 Project**” shall have the meaning assigned to such term by the Second Supplemental Trust Agreement.

Section 1.2 Rules of Construction.

The following rules shall apply to the construction of this First Supplemental Financing Agreement unless the context otherwise requires:

(a) Words importing the singular number shall include the plural number and vice versa.

(b) Words importing the redemption or calling for redemption of Series 2018 Bonds shall not be deemed to refer to or connote the payment of Series 2018 Bonds at their stated maturity.

(c) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this First Supplemental Financing Agreement.

(d) The headings herein and the Table of Contents herein are solely for convenience of reference and shall not constitute a part of this First Supplemental Financing Agreement and shall not affect its meaning, construction or effect.

(e) All references herein to payment of Series 2018 Bonds are references to payment of principal of and premium, if any, and interest on the Series 2018 Bonds.

ARTICLE II

REPRESENTATIONS

Section 2.1 Representations by Authority.

The Authority makes the following representations:

(a) The Authority is a political subdivision of the Commonwealth of Virginia duly created under the Act;

(b) Pursuant to the Act, the Authority has full power and authority to enter into the Basic Agreements and to perform the transactions contemplated thereby and to carry out its obligations thereunder and, by proper action, has duly authorized, executed and delivered the Basic Agreements;

(c) The execution, delivery and compliance by the Authority with the terms and conditions of the Basic Agreements will not conflict with or constitute or result in a default under or violation of (1) any existing law, rule or regulation applicable to the Authority or (2) any trust agreement, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or other restriction of any kind to which the Authority or any of its assets is subject;

(d) No further approval, consent or withholding of objection on the part of any regulatory body or any official, federal, state or local, is required in connection with the execution or delivery of or compliance by the Authority with the terms and conditions of the Basic Agreements, except that no representation is made as to the applicability of any federal or state securities laws; and

(e) There is no litigation at law or in equity or any proceeding before any governmental agency involving the Authority pending or, to the knowledge of the Authority, threatened with respect to (1) the creation and existence of the Authority, (2) its authority to execute and deliver the Basic Agreements, (3) the validity or enforceability of the Basic Agreements or the Authority's performance of its obligations thereunder, (4) the title of any officer of the Authority executing the Basic Agreements or (5) the ability of the Authority to issue and sell its bonds.

Section 2.2 Representations by County.

The County makes the following representations:

(a) The County is a political subdivision of the Commonwealth of Virginia;

(b) The County has full power and authority to enter into the Basic Agreements to which it is a party and to perform the transactions contemplated thereby and to carry out its obligations thereunder and, by proper action, has duly authorized, executed and delivered the Basic Agreements;

(c) The County is not in default in the payment of the principal of or interest on any of its indebtedness for borrowed money and is not in default under any instrument under or subject to which any indebtedness for borrowed money has been incurred, and no event has occurred and is continuing that, with the lapse of time or the giving of notice, or both, would constitute or result in an event of default thereunder;

(d) The County is not in default under or in violation of, and the execution, delivery and compliance by the County with the terms and conditions of the Basic Agreements to which it is a party will not conflict with or constitute or result in a default under or violation of, (1) any existing law, rule or regulation applicable to the County or (2) any trust agreement, mortgage, deed of trust, lien, lease, contract, note, order, judgment, decree or other agreement, instrument or restriction of any kind to which the County or any of its assets is subject, and no event has

occurred and is continuing that, with the lapse of time or the giving of notice, or both, would constitute or result in such a default or violation;

(e) No further approval, consent or withholding of objection on the part of any regulatory body or any official, federal, state or local, is required in connection with the execution or delivery of or compliance by the County with the terms and conditions of the Basic Agreements to which it is a party; and

(f) There is no litigation at law or in equity or any proceeding before any governmental agency involving the County pending or, to the knowledge of the County, threatened with respect to (1) the authority of the County to execute and deliver the Basic Agreements to which it is a party, (2) the validity or enforceability of the Basic Agreements or the County's performance of its obligations thereunder, (3) the title of any officer of the County executing the Basic Agreements or (4) the ability of the County to undertake with the Authority to refund the outstanding balance of the Series 2009 Bonds and to finance the Series 2018 Project.

ARTICLE III

AGREEMENT TO MAKE LOANS AND ISSUE BONDS

Section 3.1 Agreement to Make Loan to Refund Series 2009 Bonds and to Finance the Series 2018 Project.

The Authority hereby agrees to make, but solely from the proceeds of the Series 2018 Bonds, and the County hereby agrees to accept, a loan to refund the outstanding principal balance of the Series 2009 Bonds and to finance the Costs of the Series 2018 Project. Subject to the limitation of Section 4.4 of the Master Financing Agreement, the County agrees to make all Basic Payments and Additional Payments when and as the same shall become due and payable to repay such loan.

Section 3.2 Agreement to Issue Series 2018 Bonds.

In order to provide funds for making the loan described in Section 3.1, the Authority shall contemporaneously with the execution and delivery hereof proceed with the issuance and sale of the Series 2018 Bonds bearing interest, maturing and having the other terms and provisions set forth in the Agreement of Trust.

ARTICLE IV

PAYMENT OBLIGATIONS

Section 4.1 Amounts Payable.

The Master Financing Agreement is hereby amended to replace in its entirety the Exhibit A attached thereto with the new schedule of payments attached hereto as Exhibit A. Pursuant to Article IV of the Master Financing Agreement and subject specifically to the limitation of Section 4.4 thereof, the County shall pay to the Authority or its assignee, the Basic Payments specified in Exhibit A attached. The Basic Payments shall be payable without notice or demand at the designated corporate trust office of the Trustee.

ARTICLE V

PREPAYMENT AND REDEMPTION

Section 5.1 Prepayment and Redemption.

The County shall have the option to prepay any Basic Payment at the times and in the amounts as necessary to exercise its option to cause the Series 2018 Bonds to be redeemed as set forth in such Series 2018 Bonds. Such prepayments of Basic Payments shall be made at the times and in the amounts as necessary to accomplish the optional redemption of the Series 2018 Bonds as set forth in Section 2.301 of the Second Supplemental Trust Agreement. The Series 2018 Bonds shall be prepaid or redeemed in the manner and at the times set forth in Article III of the Second Supplemental Trust Agreement. Upon the exercise of such option, the County shall also pay as Additional Payments, the amounts necessary to pay the premium, if any, due on such Series 2018 Bonds on the date or dates of their redemption.

The County shall give the Trustee notice of any redemption of such Series 2018 Bonds at least five days prior to the latest date that notice of redemption may be given pursuant to Section 402 of the Master Trust Agreement, such notice to the Trustee to specify the redemption date, the principal amount of Series 2018 Bonds to be redeemed, the premium, if any, and the section of the Agreement of Trust pursuant to which such redemption is to be made.

ARTICLE VI

ARBITRAGE REBATE FUND

Section 6.1 Series 2018 Arbitrage Rebate Fund.

There is hereby established the James City County, Virginia, Series 2018, Public Facility Revenue Bond Arbitrage Rebate Fund (the "Series 2018 Arbitrage Rebate Fund") to be held by or on behalf of the County. Subject to the limitation in Section 4.4 of the Master Financing Agreement, the County shall deposit moneys in the Series 2018 Arbitrage Rebate Fund from time to time for payment of the Rebate Amount. The County may establish separate accounts in the Series 2018 Arbitrage Rebate Fund for such payments.

Section 6.2 Rebate Requirement.

Except with respect to earnings on funds and accounts qualifying for exceptions to the rebate requirement of Section 148 of the Code, the County shall pay, but solely from amounts in the Series 2018 Arbitrage Rebate Fund, the Rebate Amount to the United States of America, as and when due, in accordance with Section 148(f) of the Code, as provided in this Article, and shall retain records of all such determinations until six years after payment of the Series 2018 Bonds.

Section 6.3 Calculation and Payment of Series 2018 Rebate Obligation.

(a) The County selects _____ as the end of the bond year with respect to the Series 2018 Bonds pursuant to Treasury Regulation Section 1.148-1. The County acknowledges that the first bond year will be short.

(b) Not later than 30 days after each fifth anniversary date of the issuance of the Series 2018 Bonds, the County shall deliver to the Authority and the Trustee a Rebate Amount Certificate, and the County shall pay from legally available funds to the United States of America an amount equal to not less than 90% of the Rebate Amount set forth in such Rebate Amount Certificate.

(c) Not later than 45 days after final payment of the Series 2018 Bonds, the County shall deliver to the Authority and the Trustee a final Rebate Amount Certificate, and the County shall pay from legally available funds to the United States of America the amount, if any, by which 100% of the Rebate Amount set forth in such Rebate Amount Certificate exceeds the aggregate of all payments theretofore made pursuant to subsection (b).

(d) Notwithstanding any provision of this Article to the contrary, no such calculation or payment shall be made if the County receives and delivers to the Authority and the Trustee an opinion of Bond Counsel to the effect that (1) such payment is not required under the Code in order to prevent the Series 2018 Bonds from becoming “arbitrage bonds” within the meaning of Section 148 of the Code or (2) such payment should be calculated and paid on some alternative basis under the Code, and the County complies with such alternative basis.

(e) The Authority covenants that, if so requested by the County, it shall execute any form required to be signed by an issuer of tax-exempt bonds in connection with the payment of any Rebate Amount (including Internal Revenue Service Form 8038-T) based on information supplied to the Authority by the County. The County shall supply all information required to be stated on such form and shall prepare such form. Except for the execution and delivery of such form upon timely presentation by the County, the Authority shall have no responsibility for such form or the information stated thereon.

Section 6.4 Reports by Trustee.

The Trustee shall provide the County within 30 days after each ____ and within 30 days after the final payment of the Series 2018 Bonds with such reports and information with respect to earnings of amounts held under the Agreement of Trust as may be reasonably requested by the County in order to comply with the provisions of this Article.

Section 6.5 Disposition of Balance in Series 2018 Arbitrage Rebate Fund.

After each payment required in Section 6.3 is made and any additional amount necessary to pay the full rebate obligation is retained, the remaining amount in the Series 2018 Arbitrage Rebate Fund shall be retained by the County and used for any lawful purpose.

ARTICLE VII

MISCELLANEOUS

Section 7.1 Severability.

If any provision of this First Supplemental Financing Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof.

Section 7.2 Successors and Assigns.

This First Supplemental Financing Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 7.3 Counterparts.

This First Supplemental Financing Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 7.4 Governing Law.

This First Supplemental Financing Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia.

Section 7.5 Patriot Act Notice of the Trustee.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. Accordingly, the Trustee will require documentation from each non-individual person such as a business entity, a charity, a trust or any other legal entity verifying the formation as a legal entity. The Trustee may also request identifying information to sufficiently verify the identities of individuals claiming authority to represent the entity.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have caused this First Supplemental Financing Agreement to be duly executed as of the date first above written, by their duly authorized representatives.

**ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA**

By: _____
Chairman

**BOARD OF SUPERVISORS OF JAMES CITY
COUNTY, VIRGINIA, ON BEHALF OF
JAMES CITY COUNTY, VIRGINIA**

By: _____
County Administrator

Seen and agreed to:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By: _____
Vice President

RECEIPT OF TRUSTEE

Receipt of the foregoing original counterpart of the First Supplemental Financing Agreement dated as of _____, 2018, between the Economic Development Authority of James City County, Virginia, and the Board of Supervisors of James City County, Virginia, on behalf of James City County, Virginia, is hereby acknowledged.

**WILMINGTON TRUST,
NATIONAL ASSOCIATION, as Trustee**

By: _____
Vice President

EXHIBIT A

Series 2016 Bonds

Payment Date	Principal Component	Interest Component	Total
12/1/2016		\$ 473,406.22	\$ 473,406.22
06/1/2017	\$ 915,000	441,518.75	1,356,518.75
12/1/2017		427,793.75	427,793.75
06/1/2018	975,000	427,793.75	1,402,793.75
12/1/2018		413,168.75	413,168.75
06/1/2019	1,000,000	413,168.75	1,413,168.75
12/1/2019		398,168.75	398,168.75
06/1/2020	1,035,000	398,168.75	1,433,168.75
12/1/2020		382,643.75	382,643.75
06/1/2021	1,065,000	382,643.75	1,447,643.75
12/1/2021		356,018.75	356,018.75
06/1/2022	1,115,000	356,018.75	1,471,018.75
12/1/2022		328,143.75	328,143.75
06/1/2023	1,170,000	328,143.75	1,498,143.75
12/1/2023		310,593.75	310,593.75
06/1/2024	1,205,000	310,593.75	1,515,593.75
12/1/2024		280,468.75	280,468.75
06/1/2025	1,270,000	280,468.75	1,550,468.75
12/1/2025		248,718.75	248,718.75
06/1/2026	1,330,000	248,718.75	1,578,718.75
12/1/2026		215,468.75	215,468.75
06/1/2027	1,400,000	215,468.75	1,615,468.75
12/1/2027		201,468.75	201,468.75
06/1/2028	1,425,000	201,468.75	1,626,468.75
12/1/2028		187,218.75	187,218.75
06/1/2029	1,455,000	187,218.75	1,642,218.75
12/1/2029		170,850.00	170,850.00
06/1/2030	1,485,000	170,850.00	1,655,850.00
12/1/2030		148,575.00	148,575.00
06/1/2031	1,530,000	148,575.00	1,678,575.00
12/1/2031		125,625.00	125,625.00
06/1/2032	1,575,000	125,625.00	1,700,625.00
12/1/2032		102,000.00	102,000.00
06/1/2033	1,625,000	102,000.00	1,727,000.00
12/1/2033		77,625.00	77,625.00
06/1/2034	1,675,000	77,625.00	1,752,625.00
12/1/2034		52,500.00	52,500.00
06/1/2035	1,725,000	52,500.00	1,777,500.00
12/1/2035		26,625.00	26,625.00
06/1/2036	1,775,000	26,625.00	1,801,625.00
	\$26,750,000	\$9,822,274.97	\$36,572,274.97

Series 2018 Bonds

Date	Principal	Interest	Total
-------------	------------------	-----------------	--------------

Total Debt Service – Series 2016 and 2018 Bonds

SECOND SUPPLEMENTAL AGREEMENT OF TRUST

between

**ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA**

and

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee**

Dated as of _____, 2018

TABLE OF CONTENTS

ARTICLE I

SECOND SUPPLEMENTAL TRUST AGREEMENT

Section 2.101	Authorization of Second Supplemental Trust Agreement.....	2
Section 2.102	Definitions.....	2
Section 2.103	Rules of Construction.....	3

ARTICLE II

AUTHORIZATION, DETAILS AND FORM OF SERIES 2018 BONDS

Section 2.201	Authorization of Series 2018 Bonds and Series 2018 Project.....	4
Section 2.202	Details of Series 2018 Bonds.....	4
Section 2.203	Form of Series 2018 Bonds.....	5
Section 2.204	Securities Depository Provisions.....	5
Section 2.205	Delivery of Series 2018 Bonds.....	6

ARTICLE III

REDEMPTION OF SERIES 2018 BONDS

Section 2.301	Redemption Date and Price.....	6
Section 2.302	Selection of Series 2018 Bonds for Redemption.....	7
Section 2.303	Notice of Redemption.....	7

ARTICLE IV

APPLICATION OF PROCEEDS OF SERIES 2018 BONDS

Section 2.401	Application of Proceeds of Series 2018 Bonds.....	7
---------------	---	---

ARTICLE V

ESTABLISHMENT OF ACCOUNTS

Section 2.501	Series 2018 Project Account.....	7
Section 2.502	Debt Service Reserve Fund; No Series Account.....	8

ARTICLE VI

SECURITY FOR SERIES 2018 BONDS

Section 2.601	Security for Series 2018 Bonds.....	8
---------------	-------------------------------------	---

ARTICLE VII

MISCELLANEOUS

Section 2.701 Limitations on Use of Proceeds.....9
Section 2.702 Limitation of Rights.....9
Section 2.703 Severability.....9
Section 2.704 Successors and Assigns.....9
Section 2.705 Applicable Law.....9
Section 2.706 Counterparts.....9
Section 2.707 Freedom Act Requirements.....10

Exhibit A - Form of Series 2016 Bond..... A-1

THIS SECOND SUPPLEMENTAL AGREEMENT OF TRUST dated as of _____, 2018, by and between the **ECONOMIC DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the “Authority”), and **WILMINGTON TRUST, NATIONAL ASSOCIATION**, a national banking association, having a corporate trust office in Richmond, Virginia, as trustee (in such capacity, together with any successor in such capacity, herein called the “Trustee”), provides:

WHEREAS, the Authority and the Trustee have entered into an Agreement of Trust dated as of June 1, 2016 (the “Master Agreement of Trust”), pursuant to which the Authority has agreed to issue from time to time public facility revenue bonds or notes and use the proceeds thereof to finance and refinance costs incurred in connection with certain Projects (as hereinafter defined) for the benefit of James City County, Virginia (the “County”); and

WHEREAS, in compliance with the Master Agreement of Trust and pursuant to the terms of a First Supplemental Agreement of Trust dated as of June 1, 2016 (the “First Supplemental Trust Agreement”), the County requested the Authority to issue a series of public facility revenue bonds in the aggregate principal amount of \$26,750,000 (the “Series 2016 Bonds”) to finance the costs of the Series 2016 Project (as defined in the First Supplemental Trust Agreement); and

WHEREAS, at the request of the County, the Authority has determined to issue an additional Series of Bonds under the Master Agreement of Trust in the original aggregate principal amount of \$_____ (as further described herein, the “Series 2018 Bonds”), the proceeds of which will be loaned to the County (a) to refund the outstanding principal balance of the Series 2009 Bonds (as defined herein), (b) to finance the Series 2018 Project (as defined herein) and (c) to pay the financing and issuance costs related thereto; and

WHEREAS, the Authority has agreed to issue the Series 2018 Bonds, secured by a pledge of the revenues and receipts derived from a Financing Agreement dated as of June 1, 2016, as supplemented by a First Supplemental Financing Agreement dated as of _____, 2018 (collectively, the “Financing Agreement”), between the Authority and the County, and the County has undertaken, subject to the appropriation by the County Board of Supervisors from time to time of sufficient amounts for such purposes, to make basic payments that will be sufficient to pay the principal of and premium, if any, and interest on the Series 2016 Bonds and the Series 2018 Bonds, as the same shall become due; and

WHEREAS, the Authority has determined to secure the Series 2018 Bonds in addition by an assignment of the Authority’s rights under (a) a Deed and Agreement of Ground Lease dated as of _____, 2018, between the County and the Authority and (b) a Deed and Agreement of Financing Lease dated as of _____, 2018, between the Authority and the County (except the rights to receive payment of the fees and expenses of the Authority, to receive indemnification and to receive notices), to the Trustee for the benefit of the Series 2018 Bondholders, all pursuant to the terms of an Assignment Agreement dated as of _____, 2018, between the Authority and the Trustee.

WHEREAS, the Authority has taken all necessary action to make the Series 2018 Bonds, when authenticated by the Trustee and issued by the Authority, valid and binding limited

obligations of the Authority and to constitute this Second Supplemental Trust Agreement a valid and binding agreement authorizing and providing for the details of the Series 2018 Bonds;

NOW THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

ARTICLE I

SECOND SUPPLEMENTAL TRUST AGREEMENT

Section 2.101 Authorization of Second Supplemental Trust Agreement.

This Second Supplemental Trust Agreement is authorized and executed by the Authority and delivered to the Trustee pursuant to and in accordance with Articles III and X of the Master Agreement of Trust. All terms, covenants, conditions and agreements of the Master Agreement of Trust shall apply with full force and effect to the Series 2018 Bonds and to the holders thereof, except as otherwise provided in this Second Supplemental Trust Agreement.

Section 2.102 Definitions.

Except as otherwise defined in this Second Supplemental Trust Agreement, words defined in the Master Agreement of Trust are used in this Second Supplemental Trust Agreement with the meanings assigned to them in the Master Agreement of Trust. In addition, the following words shall have the following meanings unless a different meaning clearly appears from the context:

“Closing Date” shall mean _____, 2018.

“Escrow Agent” shall mean Regions Bank, as escrow agent and as trustee for the Series 2009 Bonds pursuant to the terms of an Escrow Agreement dated _____, 2018, with the Authority.

“Escrow Fund” shall mean the Escrow Fund established pursuant to the terms of an Escrow Agreement dated _____, 2018, between the Authority and Regions Bank, as escrow agent and trustee for the Series 2009 Bonds.

“First Supplemental Trust Agreement” shall mean the First Supplemental Agreement of Trust dated as of June 1, 2016, between the Authority and the Trustee, which supplements and amends the Master Agreement of Trust, including any supplements, amendments or modifications to the First Supplemental Trust Agreement as the parties may undertake.

“Letter of Representations” shall mean the Blanket Letter of Representations dated May 29, 2013, from the Authority to the Securities Depository and any amendments thereto or successor agreements between the Authority and any successor Securities Depository with respect to the Series 2018 Bonds. Notwithstanding any provision of the Master Agreement of Trust, including Article X regarding amendments, the Trustee may enter into any such amendment or successor agreement without the consent of Bondholders.

“Second Supplemental Trust Agreement” shall mean this Second Supplemental Agreement of Trust between the Authority and the Trustee, which supplements and amends the Master Agreement of Trust, including any supplements, amendments or modifications to the Second Supplemental Trust Agreement as the parties may undertake.

“Securities Depository” shall mean The Depository Trust Company, a corporation organized and existing under the laws of the State of New York, and any other securities depository for the Series 2018 Bonds appointed pursuant to Section 1.204, and their successors.

“Series 2009 Bonds” shall mean the Authority’s \$14,935,000 Taxable Lease Revenue Bonds (County Government Project), Series 2009 Build America Bonds.

“Series 2016 Bonds” shall mean the Authority’s \$26,750,000 Public Facility Revenue Bonds (James City County School Project), Series 2016, authorized to be issued pursuant to the First Supplemental Trust Agreement.

“Series 2018 Bonds” shall mean the Authority’s \$_____ Public Facility Revenue and Refunding Bonds (County Government Projects), Series 2018, authorized to be issued pursuant to this Second Supplemental Trust Agreement.

“Series 2018 Project” shall have the meaning set forth in the First Supplemental Financing Agreement.

“Series 2018 Project Account” shall mean the Series 2018 Project Account established in Section 2.501 of this Second Supplemental Trust Agreement.

Section 2.103 Rules of Construction.

The following rules shall apply to the construction of this Second Supplemental Trust Agreement unless the context otherwise requires:

- (a) Words importing the singular number shall include the plural number and vice versa.
- (b) Words importing the redemption or calling for redemption of Series 2018 Bonds shall not be deemed to refer to or connote the payment of Series 2018 Bonds at their stated maturity.
- (c) Unless otherwise indicated, all references herein to particular Articles or Sections are references to Articles or Sections of this Second Supplemental Trust Agreement.
- (d) The headings herein and Table of Contents to this Second Supplemental Trust Agreement herein are solely for convenience of reference and shall not constitute a part of this Second Supplemental Trust Agreement nor shall they affect its meaning, construction or effect.
- (e) All references herein to payment of Series 2018 Bonds are references to payment of principal of and premium, if any, and interest on the Series 2018 Bonds.

ARTICLE II

AUTHORIZATION, DETAILS AND FORM OF SERIES 2018 BONDS

Section 2.201 Authorization of Series 2018 Bonds and Series 2018 Project.

There are hereby authorized to be issued the Series 2018 Bonds in an aggregate principal amount of \$_____ to (a) refund the outstanding principal balance of the Series 2009 Bonds, (b) finance the Cost of the Series 2018 Project and (c) pay financing and issuance costs related thereto, in accordance with Article IV hereof.

Section 2.202 Details of Series 2018 Bonds.

(a) The 2018 Bonds shall be designated “Public Facility Revenue and Refunding Bonds, Series 2018,” shall be dated the Closing Date, shall be issuable only as fully registered bonds in denominations of \$5,000 and integral multiples thereof and shall be numbered R-1 upward. The 2018 Bonds shall bear interest at rates, payable semiannually on each [June 15] and [December 15], beginning [June 15], 2019, and shall mature in installments on [June 15] in years and amounts, as follows:

Year	Amount	Rate	Year	Amount	Rate
-------------	---------------	-------------	-------------	---------------	-------------

* Term Bond

(b) Each Series 2018 Bond shall bear interest (a) from its date, if such Series 2018 Bond is authenticated prior to the first interest payment date, or (b) otherwise from the interest payment date that is, or immediately precedes, the date on which such Series 2018 Bond is authenticated; provided, however, that if at the time of authentication of any Series 2018 Bond payment of interest is in default, such Series 2018 Bond shall bear interest from the date to which interest has been paid. Interest shall be calculated on the basis of a 360-day year of twelve 30-day months.

(c) Principal of the Series 2018 Bonds shall be payable to the registered holder(s) upon the surrender of Series 2018 Bonds at the designated corporate trust office of the Trustee in Richmond, Virginia, or such other office as the Trustee may designate in writing, from time to time. Interest on the Series 2018 Bonds shall be payable by check or draft mailed to the registered owners at their addresses as they appear on the registration books kept by the Trustee

on the first day of the month in which each interest payment date occurs; provided, however, if the Series 2018 Bonds are registered in the name of a Securities Depository or its nominee as registered holder or at the option of a registered holder(s) of at least \$1,000,000 of Series 2018 Bonds, payment shall be made by wire transfer pursuant to the wire instructions received by the Trustee from such registered holder(s). Principal and interest shall be payable in lawful money of the United States of America.

Section 2.203 Form of Series 2018 Bonds.

The Series 2018 Bonds shall be in substantially the form set forth in **Exhibit A**, with such appropriate variations, omissions and insertions as are permitted or required by the Master Agreement of Trust and this Second Supplemental Trust Agreement.

Section 2.204 Securities Depository Provisions.

Initially, one certificate for each maturity of the Series 2018 Bonds will be issued and registered to the Securities Depository, or its nominee. The Authority shall enter into a Letter of Representations relating to a book-entry system to be maintained by the Securities Depository with respect to the Series 2018 Bonds.

In the event that (a) the Securities Depository determines not to continue to act as a securities depository for the Series 2018 Bonds by giving notice to the Trustee and the Authority discharging its responsibilities hereunder or (b) the Authority, at the direction of the County, determines (1) that beneficial owners of Series 2018 Bonds shall be able to obtain certificated Series 2018 Bonds or (2) to select a new Securities Depository, then the Trustee shall, at the direction of the Authority, attempt to locate another qualified securities depository to serve as Securities Depository or authenticate and deliver certificated Series 2018 Bonds to the beneficial owners or to the Securities Depository participants on behalf of beneficial owners substantially in the form provided for in **Exhibit A**; provided, however, that such form shall provide for interest on the Series 2018 Bonds to be payable (i) from the Closing Date, if it is authenticated prior to [June 15], 2019, or (ii) otherwise from the [June 15] or [December 15] that is, or immediately precedes, the date on which it is authenticated (unless payment of interest thereon is in default, in which case interest on such Series 2018 Bonds shall be payable from the date to which interest has been paid). In delivering certificated Series 2018 Bonds, the Trustee shall be entitled to rely conclusively on the records of the Securities Depository as to the beneficial owners or the records of the Securities Depository participants acting on behalf of beneficial owners. Such certificated Series 2018 Bonds will be registrable, transferable and exchangeable as set forth in Sections 204 and 205 of the Master Agreement of Trust.

So long as there is a Securities Depository for the Series 2018 Bonds (A) it or its nominee shall be the registered holder(s) of the Series 2018 Bonds, (B) notwithstanding anything to the contrary in this Agreement, determinations of persons entitled to payment of principal and interest, transfers of ownership and exchanges and receipt of notices shall be the responsibility of the Securities Depository and shall be effected pursuant to rules and procedures established by such Securities Depository, (C) the Authority and the Trustee shall not be responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants, (D) references in this Agreement to

registered holder(s) of the Series 2018 Bonds shall mean such Securities Depository or its nominee and shall not mean the beneficial owners of the Series 2018 Bonds and (E) in the event of any inconsistency between the provisions of this Agreement, other than those set forth in this paragraph and the preceding paragraph, and the provisions of the Letter of Representations such provisions of the Letter of Representations shall control.

Section 2.205 Delivery of Series 2018 Bonds.

The Trustee shall authenticate and deliver the Series 2018 Bonds when there have been filed with or delivered to it all items required by Section 303 of the Master Agreement of Trust.

ARTICLE III

REDEMPTION OF SERIES 2018 BONDS

Section 2.301 Redemption Date and Price.

The Series 2018 Bonds may not be called for redemption by the Authority except as follows:

(a) Optional Redemption. The Series 2018 Bonds maturing on and before [June 15], _____, will not be subject to redemption prior to maturity. The Series 2018 Bonds maturing on and after [June 15], _____, will be subject to redemption prior to maturity, at the option of the Authority upon the direction of the County, on or after [June 15], _____, in whole or in part (in \$5,000 integrals) at any time, upon payment of [100]% of the principal amount to be redeemed, plus interest accrued to the date fixed for redemption.

(b) Mandatory Redemption. The Series 2018 Bonds maturing on [June 15], _____, are required to be redeemed prior to maturity in part upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date on [June 15] in years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
-------------	---------------	-------------	---------------

* Final maturity.

(c) Extraordinary Redemption. The Series 2018 Bonds are subject to redemption, in whole or in part at any time, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to, but not including, the redemption date, on the earliest date for which notice of redemption can be given at the direction of the County, to the extent the County and the School Board elect to apply Net Proceeds to the prepayment of all or any portion of the Basic Payments due under the Financing Agreement, pursuant to Section 5.1(b)(2) and Section 5.2(b)(2) of the Financing Lease. In the event of a partial extraordinary optional redemption, an Authorized County Representative may direct the Trustee to redeem as directed by the County, the Series 2018 Bonds (a) from each maturity then outstanding, to the extent practicable, in the proportion that the principal amount of Series 2018 Bonds of such maturity bears to the total principal amount of all Series 2018 Bonds issued under this Second

Supplemental Trust Agreement and then outstanding or (b) in inverse order of maturity, and the Trustee shall redeem in accordance with such instructions.

Section 2.302 Selection of Series 2018 Bonds for Redemption.

If less than all of the Series 2018 Bonds are called for optional redemption, the maturities of the Series 2018 Bonds (or portions thereof) to be redeemed shall be selected by the County. If less than all of the Series 2018 Bonds of a maturity are called for optional redemption, the particular Series 2018 Bonds within each maturity to be redeemed shall be selected by the Securities Depository or any successor securities depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Trustee by lot in such manner as the Trustee in its discretion may determine. The portion of any Series 2018 Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof. In selecting Series 2018 Bonds for redemption, each Series 2018 Bond shall be considered as representing that number of Series 2018 Bonds which is obtained by dividing the principal amount of such Series 2018 Bond by \$5,000. If a portion of a Series 2018 Bond shall be called for redemption, a new Series 2018 Bond in principal amount equal to the unredeemed portion thereof shall be issued to the registered owner upon the surrender thereof.

Section 2.303 Notice of Redemption.

Notice of redemption of Series 2018 Bonds shall be given in the manner set forth in Section 402 of the Master Agreement of Trust.

ARTICLE IV

APPLICATION OF PROCEEDS OF SERIES 2018 BONDS

Section 2.401 Application of Proceeds of Series 2018 Bonds.

The net proceeds of the Series 2018 Bonds (\$_____) shall be paid as follows: (a) \$_____ to the Trustee for deposit in the Series 2018 Project Account in the Project Fund and (b) to the Escrow Agent for deposit to the Escrow Fund to refund and defease the outstanding principal balance of the Series 2009 Bonds.

ARTICLE V

ESTABLISHMENT OF ACCOUNTS

Section 2.501 Series 2018 Project Account.

There shall be established within the Project Fund a special account entitled “Series 2018 Project Account.” The portion of the proceeds of the Series 2018 Bonds specified in Section 2.401(a) shall be deposited in the Series 2018 Project Account. Money in the Series 2018 Project Account shall be used in accordance with the provisions of Section 503 of the Master Agreement of Trust to pay Costs of the Series 2018 Project.

Section 2.502 Debt Service Reserve Fund; No Series Account.

No Series account shall be established in the Debt Service Reserve Fund in connection with the Series 2018 Bonds and no monies in the Debt Service Reserve Fund (if later funded in connection with the issuance of Additional Bonds) shall secure the Series 2018 Bonds.

ARTICLE VI

SECURITY FOR SERIES 2018 BONDS

Section 2.601 Security for Series 2018 Bonds.

(a) The Series 2018 Bonds shall be equally and ratably secured under the Master Agreement of Trust with the outstanding principal balance of the Series 2016 Bonds and any other series issued pursuant to Article III of the Master Agreement of Trust, without preference, priority or distinction of any Bonds over any other Bonds, except as provided in the Master Agreement of Trust.

(b) The Series 2018 Bonds (but not the Series 2016 Bonds) shall be further secured by an assignment of the Authority's rights under (a) a Deed and Agreement of Ground Lease dated as of _____, 2018, between the County and the Authority and (b) a Deed and Agreement of Financing Lease dated as of _____, 2018, between the Authority and the County (except the rights to receive payment of the fees and expenses of the Authority, to receive indemnification and to receive notices), to the Trustee for the benefit of the Series 2018 Bondholders, all pursuant to the terms of an Assignment Agreement dated as of _____, 2018, between the Authority and the Trustee.

(c) The Ground Lease, the Financing Lease and the Assignment Agreement may be amended pursuant to their terms to provide additional security for one or more series of Additional Bonds; provided, however, that such documents may be amended for such purpose only if prior to the issuance of such Additional Bonds, the Trustee receives confirmation that the rating on the Series 2018 Bonds will not be withdrawn, suspended or reduced as a result of such documents being amended to secure such Additional Bonds as well as the Series 2018 Bonds. The Ground Lease, the Financing Lease and the Assignment Agreement may also be amended in the same manner that the Financing Agreement may be amended in accordance with Article X of the Master Agreement of Trust; provided, however, that any consents required of Bondholders by the terms of Section 1004 shall for purposes of the Ground Lease, the Financing Lease and the Assignment Agreement require the consent only of the applicable percentage of the Bondholders whose Bonds are secured by such documents.

(d) Any payments of Basic Rent received by the Trustee pursuant to the terms of the Assignment Agreement shall be deposited to the Bond Fund as a credit against principal of and interest due on the Series 2018 Bonds and any additional Series secured by the Authority's rights under the Assignment Agreement.

ARTICLE VII

MISCELLANEOUS

Section 2.701 Limitations on Use of Proceeds.

The Authority intends that interest on the Series 2018 Bonds shall be excluded from gross income for Federal income tax purposes. The Authority covenants with the holders of the Series 2018 Bonds not to take any action that would adversely affect, and to take all action within its power necessary to maintain, the exclusion of interest on all Series 2018 Bonds from gross income for Federal income taxation purposes.

Section 2.702 Limitation of Rights.

With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Second Supplemental Trust Agreement or the Series 2018 Bonds is intended or shall be construed to give to any person other than the parties hereto and the holders of Series 2018 Bonds any legal or equitable right, remedy or claim under or in respect to this Second Supplemental Trust Agreement or any covenants, conditions and agreements herein contained since this Second Supplemental Trust Agreement and all of the covenants, conditions and agreements hereof are intended to be and are for the sole and exclusive benefit of the parties hereto and the holders of Bonds as herein provided.

Section 2.703 Severability.

If any provision of this Second Supplemental Trust Agreement shall be held invalid by any court of competent jurisdiction, such holding shall not invalidate any other provision hereof and this Second Supplemental Trust Agreement shall be construed and enforced as if such illegal provision had not been contained herein.

Section 2.704 Successors and Assigns.

This Second Supplemental Trust Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

Section 2.705 Applicable Law.

This Second Supplemental Trust Agreement shall be governed by the applicable laws of the Commonwealth of Virginia.

Section 2.706 Counterparts.

This Second Supplemental Trust Agreement may be executed in several counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

Section 2.707 Freedom Act Requirements.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee may ask for documentation to verify such non-individual person's formation and existence as a legal entity. The Trustee may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

IN WITNESS WHEREOF, the Authority and the Trustee have caused this Second Supplemental Trust Agreement to be executed in their respective corporate names as of the date first above written.

**ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA**

By _____
Chairman

**WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee**

By _____
Title _____

Acknowledged and Consented To:

**BOARD OF SUPERVISORS OF
JAMES CITY COUNTY, VIRGINIA,
on behalf of JAMES CITY COUNTY,
VIRGINIA**

By: _____
County Administrator

EXHIBIT A

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation (“DTC”), to the issuer or its agent for registration of transfer, exchange, or payment, and any certificate is registered in the name of Cede & Co., or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

REGISTERED

REGISTERED

R-1

\$ _____

UNITED STATES OF AMERICA

COMMONWEALTH OF VIRGINIA

**ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA**

**Public Facility Revenue and Refunding Bond
(County Government Projects),
Series 2018**

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
_____ %	[June 15], _____	_____, 2018	47030T ____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

The Economic Development Authority of James City County, Virginia, a political subdivision of the Commonwealth of Virginia (the “Authority”), for value received, hereby promises to pay upon surrender hereof at the designated corporate trust office of Wilmington Trust, National Association, Richmond, Virginia, as trustee, or its successor in trust (the “Trustee”), under the Agreement of Trust (as hereinafter defined) solely from the source and as hereinafter provided, to the registered owner hereof, or registered assigns or legal representative, the principal sum stated above on the maturity date stated above, subject to prior redemption as hereinafter provided, and to pay, solely from such source, interest hereon on each [June 15] and [December 15], beginning [June 15], 2019, at the annual rate stated above, calculated on the basis of a 360-day year of twelve 30-day months. Interest is payable (a) from the Dated Date, if this bond is authenticated prior to [June 15], 2019, or (b) otherwise from the [June 15] or [December 15] that is, or immediately precedes, the date on which this bond is authenticated (unless payment of interest hereon is in default, in which case this bond shall bear interest from the date to which interest has been paid). Interest is payable by check or draft mailed to the

registered owner hereof at its address as it appears on the 1st day of the month in which an interest payment date occurs on registration books kept by the Trustee; provided, however, that at the option of a registered owner of at least \$1,000,000 of Bonds (as hereinafter defined), payment will be made by wire transfer pursuant to the most recent wire instructions received by the Trustee from such registered owner. If such interest payment date is not a Business Day (as defined in the Agreement of Trust), such payment shall be made on the next succeeding Business Day with the same effect as if made on the day such payment was due and no interest shall accrue hereon. Principal and interest are payable in lawful money of the United States of America.

Notwithstanding any other provision hereof, this bond is subject to book-entry form maintained by The Depository Trust Company (“DTC”), and the payment of principal and interest, the providing of notices and other matters shall be made as described in the Authority’s Letter of Representations to DTC.

This bond is one of an issue of \$_____ Public Facility Revenue and Refunding Bonds (County Government Projects), Series 2018 (the “2018 Bonds”), authorized and issued pursuant to the Virginia Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended. The 2018 Bonds are issued under and secured by an Agreement of Trust dated as of June 1, 2016, between the Authority and the Trustee, as previously supplemented and as further supplemented by a Second Supplemental Agreement of Trust dated as of _____, 2018 (collectively, the “Agreement of Trust”). [add parity provisions, if necessary] The Agreement of Trust assigns to the Trustee, as security for the 2018 Bonds, (a) the revenues and receipts derived from a Financing Agreement dated as of June 1, 2016, as supplemented by a First Supplemental Financing Agreement dated as of _____, 2018 (together, the “Financing Agreement”), between the Authority and James City County, Virginia (the “County”), and (b) the Authority’s rights under the Financing Agreement (except for the Authority’s rights under the Financing Agreement to the payment of certain fees and expenses and the rights to notices).

The 2018 Bonds are also secured by an assignment of the Authority’s rights under (i) a Deed and Agreement of Ground Lease dated as of _____, 2018, between the County and the Authority and (ii) a Deed and Agreement of Financing Lease dated as of _____, 2018, between the Authority and the County (except the rights to receive payment of the fees and expenses of the Authority, to receive indemnification and to receive notices), to the Trustee for the benefit of the 2018 Bondholders, all pursuant to the terms of an Assignment Agreement dated as of _____, 2018, between the Authority and the Trustee.

Reference is hereby made to the Agreement of Trust for a description of the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Authority and the Trustee, the rights of the holders of the 2018 Bonds and the terms upon which the 2018 Bonds are issued and secured. Additional bonds secured by a pledge of revenues and receipts derived from the County under the Financing Agreement on a parity with the 2018 Bonds may be issued under the terms and conditions set forth in the Agreement of Trust. Terms not otherwise defined herein shall have the meaning assigned such terms in the Agreement of Trust.

The 2018 Bonds are issued to (a) refund the outstanding principal balance of the Authority's \$14,935,000 Taxable Lease Revenue Bonds (County Government Project), Series 2009 Build America Bonds, (b) finance [the Series 2018 Project], and (c) pay financing and issuance costs related thereto. Under the Financing Agreement and the Lease Agreement, the County has agreed to make payments that will be sufficient to pay the principal of and interest on the 2018 Bonds as the same shall become due in accordance with their terms and the provisions and the terms of the Agreement of Trust; provided, however, that the obligation of the County to make such payments constitutes a current expense of the County that is subject to appropriation by the County Board of Supervisors from time to time of sufficient monies for such purposes. The obligation of the County to make payments under the Financing Agreement or the Lease Agreement does not constitute a debt of the County within the meaning of any constitutional or statutory limitation nor a liability of or a lien or charge upon funds or property of the County beyond any fiscal year for which the County has appropriated moneys to make such payments.

THE 2018 BONDS AND THE PREMIUM, IF ANY, AND THE INTEREST THEREON ARE LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM REVENUES AND RECEIPTS DERIVED FROM THE COUNTY RECEIVED BY THE AUTHORITY UNDER THE FINANCING AGREEMENT AND THE LEASE AGREEMENT, AND FROM CERTAIN FUNDS, AND THE INVESTMENT INCOME THEREON, HELD UNDER THE AGREEMENT OF TRUST, WHICH REVENUES, RECEIPTS AND FUNDS HAVE BEEN PLEDGED AND ASSIGNED TO SECURE PAYMENT THEREOF. THE 2018 BONDS AND INTEREST THEREON SHALL NOT BE DEEMED TO CONSTITUTE A GENERAL OBLIGATION DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE COMMONWEALTH OF VIRGINIA OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY AND THE COUNTY. NEITHER THE COMMONWEALTH OF VIRGINIA NOR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY AND THE COUNTY, SHALL BE OBLIGATED TO PAY THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THE 2018 BONDS OR OTHER COSTS INCIDENT THERETO EXCEPT FROM THE REVENUES AND RECEIPTS PLEDGED AND ASSIGNED THEREFOR, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE COMMONWEALTH OF VIRGINIA, OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE AUTHORITY AND THE COUNTY, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON THE 2018 BONDS OR OTHER COSTS INCIDENT THERETO. THE AUTHORITY HAS NO TAXING POWER.

No covenant, condition or agreement contained herein shall be deemed to be a covenant, agreement or obligation of any present or future director, officer, employee or agent of the Authority in his individual capacity, and neither the Chairman of the Authority nor any officer thereof executing this bond shall be liable personally on the 2018 Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

The 2018 Bonds may not be called for redemption by the Authority except as provided herein and in the Agreement of Trust.

Optional Redemption. The 2018 Bonds maturing on and before [June 15], ____, will not be subject to redemption prior to maturity. The 2018 Bonds maturing on and after [June 15],

____, will be subject to redemption prior to maturity, at the option of the Authority upon the direction of the County, on or after [June 15], ____, in whole or in part (in \$5,000 integrals) at any time, upon payment of [100]% of the principal amount to be redeemed, plus interest accrued to the date fixed for redemption.

The 2018 Bonds maturing on [June 15], ____, are required to be redeemed prior to maturity in part upon payment of 100% of the principal amount thereof plus interest accrued to the redemption date on [June 15] in years and amounts, as follows:

Year	Amount	Year	Amount
------	--------	------	--------

* Final maturity.

Extraordinary Redemption. The 2018 Bonds are subject to redemption, in whole or in part at any time, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to, but not including, the redemption date, on the earliest date for which notice of redemption can be given at the direction of the County, to the extent the County and the School Board elect to apply Net Proceeds to the prepayment of all or any portion of the Basic Payments due under the Financing Agreement, pursuant to Section 5.1(b)(2) and Section 5.2(b)(2) of the Financing Lease. In the event of a partial extraordinary optional redemption, an Authorized County Representative may direct the Trustee to redeem as directed by the County, the 2018 Bonds (a) from each maturity then outstanding, to the extent practicable, in the proportion that the principal amount of 2018 Bonds of such maturity bears to the total principal amount of all 2018 Bonds issued under this Second Supplemental Trust Agreement and then outstanding or (b) in inverse order of maturity, and the Trustee shall redeem in accordance with such instructions.

If less than all of the 2018 Bonds are called for optional redemption, the maturities of the 2018 Bonds (or portions thereof) to be redeemed shall be selected by the County. If less than all of the 2018 Bonds of a maturity are called for optional redemption, the particular 2018 Bonds within each maturity to be redeemed shall be selected by the Securities Depository or any successor securities depository pursuant to its rules and procedures or, if the book-entry system is discontinued, shall be selected by the Trustee by lot in such manner as the Trustee in its discretion may determine. The portion of any 2018 Bond to be redeemed shall be in the principal amount of \$5,000 or some integral multiple thereof. In selecting 2018 Bonds for redemption, each 2018 Bond shall be considered as representing that number of 2018 Bonds which is obtained by dividing the principal amount of such Bond by \$5,000.

If any of the 2018 Bonds or portions thereof are called for redemption, the Trustee shall send notice of the call for redemption, identifying the 2018 Bonds or portions thereof to be redeemed, not less than 30 nor more than 60 days prior to the redemption date, by facsimile, registered or certified mail or overnight express delivery, to the registered owner of the 20186 Bonds. Such notice may state that (1) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Trustee no later than the redemption date or (2) the Authority retains the right to rescind such notice on or prior to the scheduled redemption date, and such notice and optional redemption shall be of no effect if such

moneys are not so deposited or if the notice is rescinded. Provided funds for their redemption are on deposit at the place of payment on the redemption date, all Bonds or portions thereof so called for redemption shall cease to bear interest on such date, shall no longer be secured by the Agreement of Trust and shall not be deemed to be Outstanding under the provisions of the Agreement of Trust. If a portion of this bond shall be called for redemption, a new bond in principal amount equal to the unredeemed portion hereof will be issued to DTC or its nominee upon surrender hereof, or if the book-entry system is discontinued, to the registered owners of the 2018 Bonds.

The registered owner of this bond shall have no right to enforce the provisions of the Agreement of Trust or to institute action to enforce the covenants therein or to take any action with respect to any Event of Default under the Agreement of Trust or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Agreement of Trust. Modifications or alterations of the Agreement of Trust or the Financing Agreement, or of any supplement thereto, may be made only to the extent and in the circumstances permitted by the Agreement of Trust.

The 2018 Bonds are issuable as registered bonds in the denomination of \$5,000 and integral multiples thereof. Upon surrender for transfer or exchange of this bond at the designated corporate trust office of the Trustee in Richmond, Virginia, together with an assignment duly executed by the registered owner or its duly authorized attorney or legal representative in such form as shall be satisfactory to the Trustee, the Authority shall execute, and the Trustee shall authenticate and deliver in exchange, a new bond or bonds in the manner and subject to the limitations and conditions provided in the Agreement of Trust, having an equal aggregate principal amount, in authorized denominations, of the same series, form and maturity, bearing interest at the same rate and registered in the name or names as requested by the then registered owner hereof or its duly authorized attorney or legal representative. Any such exchange shall be at the expense of the Authority, except that the Trustee may charge the person requesting such exchange the amount of any tax or other governmental charge required to be paid with respect thereto.

The Trustee shall treat the registered owner as the person exclusively entitled to payment of principal and interest and the exercise of all other rights and powers of the owner, except that interest payments shall be made to the person shown as holder on the first day of the month in which each interest payment date occurs.

All acts, conditions and things required to happen, exist or be performed precedent to and in the issuance of this bond have happened, exist and have been performed.

This bond shall not become obligatory for any purpose or be entitled to any security or benefit under the Agreement of Trust or be valid until the Trustee shall have executed the Certificate of Authentication appearing hereon and inserted the date of authentication hereon.

IN WITNESS WHEREOF, the Economic Development Authority of James City County, Virginia, has caused this bond to be signed by its Chairman, its seal to be imprinted hereon and attested by its Secretary, and this bond to be dated the Dated Date.

**ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA**

(SEAL)

By _____
Chairman

Attest:

Secretary

CERTIFICATE OF AUTHENTICATION

Date Authenticated: _____

This bond is one of the 2018 Bonds described in the within mentioned Agreement of Trust.

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Trustee

By _____
Authorized Representative

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

_____ (please print or typewrite name and address, including zip code, of Transferee)

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEEE

: :
: :
: :

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing _____, Attorney, to transfer said Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed

NOTICE: Signature(s) must be guaranteed by an Eligible Guarantor Institution such as a Commercial Bank, Trust Company, Securities Broker/Dealer, Credit Union, or Savings Association who is a member of a medallion program approved by The Securities Transfer Association, Inc.

(Signature of Registered Owner

NOTICE: The signature above must correspond with the name of the registered owner as it appears on the front of this bond in every particular, without alteration or enlargement or any change whatsoever.

ITEM SUMMARY

DATE: 10/9/2018
TO: The Board of Supervisors
FROM: Ryan Ashe, Fire Chief
SUBJECT: Contract Award - Replacement Fire Apparatus - \$3,232,945

ATTACHMENTS:

	Description	Type
☐	Memo	Cover Memo
☐	Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Fire	Ashe, Ryan	Approved	9/21/2018 - 4:20 PM
Publication Management	Daniel, Martha	Approved	9/21/2018 - 4:41 PM
Legal Review	Kinsman, Adam	Approved	9/24/2018 - 8:28 AM
Board Secretary	Fellows, Teresa	Approved	9/24/2018 - 11:08 AM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 1:58 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:04 PM

MEMORANDUM

DATE: October 9, 2018
TO: The Board of Supervisors
FROM: Ryan T. Ashe, Fire Chief
SUBJECT: Contract Award - Replacement Fire Apparatus - \$3,232,945

The Fiscal Year 2019 Capital Improvements Plan budget includes funds for the purchase of two replacement ladder trucks and one replacement squad/rescue truck for the Fire Department.

The Fire Department, Fleet and Purchasing staff examined different options and determined the most efficient procurement method for this purchase is to use a cooperative purchasing contract issued by the Houston-Galveston Area Council (HGAC) to Atlantic Emergency Solutions for all three replacement units. The HGAC contract contains wording allowing other localities to purchase from the contract. By participating in the cooperative procurement action, staff believes the County will increase efficiency, reduce administrative expenses and benefit from an accelerated delivery process.

The HGAC Fire Service Apparatus cooperative contracts offer multiple vendors for various rescue and fire apparatus. Base bid items are listed on the specific product pages. Almost all contracts include a wide array of additional configurations, optional equipment and accessories that are available to allow localities to configure equipment/services to suit their unique requirements. These items were included with the contractor's bid/proposal response and are part of the recommended contract.

Working with the vendor, Fire Department technical staff, as well as members of the James City-Bruton Volunteer Fire Department researched the design, construction and field performance of various models, and ultimately designed three vehicles that will meet the Department's needs. All three vehicles will provide increased operational capabilities and safety features. The ladder trucks are intended for Fire Stations 1 and 3. The squad/rescue truck is intended for Fire Station 1. Upon delivery of the replacement units, the Fire Department will take the old units out of service. None of the former units are in a state to be used in a reserve capacity. The former units may be sold or used elsewhere by the County in a non-emergency capacity.

Fire Department and Purchasing staff negotiated a total price of \$3,343,669 for the three replacement units. Should the County choose to provide a 90% pre-payment of \$3,007,302, the vendor offers a pre-payment discount of \$110,724, reducing the total contract amount to \$3,232,945. The cost of the contract is within the funds allotted.

Staff recommends adoption of the attached resolution authorizing contract award to Atlantic Emergency Solutions in the amount of \$3,232,945 for three replacement fire units.

RTA/md
CA-ReplFireApp19-mem

Attachment

RESOLUTION

CONTRACT AWARD - REPLACEMENT FIRE APPARATUS - \$3,232,945

WHEREAS, funds are available in the Fiscal Year 2019 Capital Improvements Plan budget for the purchase of replacement fire apparatus including two ladder trucks and one squad/rescue truck; and

WHEREAS, cooperative procurement action is authorized by Chapter 1, Section 5, of the James City County Purchasing Policy and the Virginia Public Procurement Act and the Houston-Galveston Area Council issued a cooperative purchasing contract to Atlantic Emergency Solutions as a result of a competitive sealed Invitation for Bid; and

WHEREAS, Fire Department, Fleet and Purchasing staff determined the contract specifications meet the County's performance requirements for the fire apparatus, and negotiated a price of \$3,343,669 with Atlantic Emergency Solutions for two Pierce ladder trucks and a Pierce squad/rescue truck; and

WHEREAS, Atlantic Emergency Solutions has also offered a discount of \$110,724 in exchange for a 90% prepayment of the contract, bringing the discounted total price to \$3,232,945.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the County Administrator to execute a contract with Atlantic Emergency Solutions for two Pierce Velocity Ladders and a Pierce Velocity Heavy Duty Rescue vehicle in the amount of \$3,232,945.

Ruth M. Larson
Chairman, Board of Supervisors

ATTEST:		VOTES		
		<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
	MCGLENNON	_____	_____	_____
	ICENHOUR	_____	_____	_____
	SADLER	_____	_____	_____
	HIPPLE	_____	_____	_____
	LARSON	_____	_____	_____

Teresa J. Fellows
Deputy Clerk to the Board

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of October, 2018.

ITEM SUMMARY

DATE: 10/9/2018
TO: The Board of Supervisors
FROM: Ryan Ashe, Fire Chief
SUBJECT: Contract Award - Replacement Ambulance - \$259,653

ATTACHMENTS:

	Description	Type
☐	Memo	Cover Memo
☐	Resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Fire	Ashe, Ryan	Approved	9/21/2018 - 4:20 PM
Publication Management	Daniel, Martha	Approved	9/21/2018 - 4:39 PM
Legal Review	Kinsman, Adam	Approved	9/24/2018 - 8:27 AM
Board Secretary	Fellows, Teresa	Approved	9/24/2018 - 11:07 AM
Board Secretary	Purse, Jason	Approved	10/2/2018 - 1:58 PM
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 2:04 PM

MEMORANDUM

DATE: October 9, 2018
TO: The Board of Supervisors
FROM: Ryan T. Ashe, Fire Chief
SUBJECT: Contract Award - Replacement Ambulance - \$259,653

The Fiscal Year 2019 Capital Improvements Plan budget includes funds for the purchase of a replacement ambulance.

The Fire Department, Fleet and Purchasing staff examined different options and determined the most efficient procurement method for this purchase is to use a cooperative purchasing contract issued by the Houston-Galveston Area Council (HGAC) to FESCO Emergency Sales as a result of a competitive sealed Invitation to Bid. The HGAC contract contains wording allowing other localities to purchase from the contract.

The HGAC Fire Service Apparatus cooperative contracts offer multiple vendors for rescue and fire apparatus. Base bid items are listed on the specific product pages. Almost all contracts include a wide array of additional configurations, optional equipment and accessories that are available to allow localities to configure equipment/services to suit their unique requirements. These items were included with the contractor's bid/proposal response and are part of the recommended contract.

Fire Department technical staff researched the design, construction and field performance of the Horton ambulance, worked closely with FESCO Emergency Sales to design a vehicle that will meet the Department's needs and negotiated a price of \$259,653 for a replacement ambulance. The cost of the contract is within the funds allotted.

The new ambulance is intended for Fire Station 3. Final placement may differ based on call volume and the condition of other units at the time of delivery. The Fire Department will shift a current ambulance to a reserve status and take the oldest reserve unit out of service. The former ambulance may be sold or used elsewhere in the County in a non-emergency capacity.

Staff recommends adoption of the attached resolution authorizing contract award to FESCO Emergency Sales in the amount of \$259,653 for the Horton ambulance.

RTA/md
CA-ReplAmb19-mem

Attachment

RESOLUTION

CONTRACT AWARD - REPLACEMENT AMBULANCE - \$259,623

WHEREAS, funds are available through the Fiscal Year 2019 Capital Improvements Plan budget for the purchase of a replacement ambulance; and

WHEREAS, cooperative procurement action is authorized by Chapter 1, Section 5, of the James City County Purchasing Policy and the Virginia Public Procurement Act and the Houston-Galveston Area Council issued a cooperative purchasing contract to FESCO Emergency Sales as a result of a competitive sealed Invitation for Bid; and

WHEREAS, Fire Department, Fleet and Purchasing staff determined the contract specifications meet the County's performance requirements for an ambulance and negotiated a price of \$259,623 with FESCO Emergency Sales for a Horton medium-duty ambulance.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the County Administrator to execute a contract with FESCO Emergency Sales for a Horton ambulance in the amount of \$259,623.

Ruth M. Larson
Chairman, Board of Supervisors

ATTEST:

Teresa J. Fellows
Deputy Clerk to the Board

	VOTES		
	<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>
MCGLENNON	_____	_____	_____
ICENHOUR	_____	_____	_____
SADLER	_____	_____	_____
HIPPLE	_____	_____	_____
LARSON	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of October, 2018.

CA-ReplAmb19-res

ITEM SUMMARY

DATE: 10/9/2018
TO: The Board of Supervisors
FROM: William C. Porter, Interim County Administrator
SUBJECT: County Administrator's Report

Final Report from Mr. Porter.

ATTACHMENTS:

	Description	Type
☐	CA Report	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	10/2/2018 - 5:03 PM

M E M O R A N D U M

DATE: October 9, 2018
TO: The Board of Supervisors
FROM: William C. Porter, Interim County Administrator
SUBJECT: County Administrator's Report

The following is a summary of activities that took place September 5, 2018 through September 28, 2018:

September 5, 2018 (Wednesday)

- Met with Grace Boone, General Services (GS) Director; recycling
- Attended Hampton Roads Planning District Commission Chief Administrative Officers meeting
- Met with Betsy Fowler, Library Director
- Met with Grace Boone, GS Director

September 7, 2018 (Friday)

- Met with staff; Coffee with County Administrator
- Attended ribbon cutting ceremony at Naval Weapons Station
- State conference call with National Weather Service

September 10, 2018 (Monday)

- Attended emergency meeting at Emergency Operations Center (EOC)
- Virginia Peninsulas Public Service Authority Board Meeting - Curbside Recycling
- Virginia Department of Emergency Management conference call

September 11, 2018 (Tuesday)

- Met with Board Supervisors Ruth Larson and Sue Sadler; Sue Mellen, Financial and Management Services (FMS) Director and Adam Kinsman, County Attorney
- Attended agenda meeting
- Met with John Carnifax, Parks & Recreation Director
- State conference call and discussion of James City County timeline and actions for Hurricane Florence
- Attended Board of Supervisors (BOS) meeting

September 12, 2018 (Wednesday)

- Meeting at EOC
- Met with Patrick Page, Information Resources Management (IRM) Director
- State conference call
- Met with Amy Jordan, Economic Development Director
- Attended James Blair Middle School Dedication Ceremony

September 13, 2018 (Thursday)

- State conference call

September 14, 2018 (Friday)

- State conference call

County Administrator's Report

October 9, 2018

Page 2

September 17, 2018 (Monday)

- Met with new County employees
- Met with Paul Holt, Community Development Director
- Met with Sue Mellen, FMS Director
- Met with Patrick Teague, Human Resources (HR) Director
- Attended Lafayette High School Auxiliary Gym tour

September 18, 2018 (Tuesday)

- Met with Jason Purse, Assistant County Administrator and Patrick Teague, HR Director
- Conference call with Historic Triangle Chief Administrative Officers and Emergency Managers
- Attended Tourism Council meeting

September 19, 2018 (Wednesday)

- Attended Virginia Peninsula Regional Jail meeting
- Met with Rick Koehl, Capital Projects Coordinator; Jolly Pond Dam
- Met with Betsy Fowler, Library Director
- Met with Adam Kinsman, County Attorney

September 20, 2018 (Thursday)

- Met with Adam Kinsman, County Attorney
- Attended Hurricane Florence aftermath meeting

September 21, 2018 (Friday)

- Met Brad Rinehimer, Police Chief
- Attended mandatory James City County Harassment Training

September 24, 2018 (Monday)

- Attended Historic Triangle Collaborative meeting
- Met with Sue Mellen, FMS Director
- Met with Ryan Ashe, Fire Chief

September 25, 2018 (Tuesday)

- Attended agenda meeting
- Met with Rebecca Vinroot, Social Services Director
- Attended BOS meeting

September 26, 2018 (Wednesday)

- Met with Patrick Page, IRM Director
- Attended Greater Williamsburg Partnership meeting
- Met with Amy Jordan, Economic Development Director

WCP/md

CARpt-Oct18-mem

ITEM SUMMARY

DATE: 10/9/2018
TO: The Board of Supervisors
FROM: Michael Woolson, Secretary to the Chesapeake Bay and Wetlands Board
SUBJECT: Appointments to the Chesapeake Bay Board and Wetlands Board

Carry-over from Sept. 25 meeting

ATTACHMENTS:

Description	Type
-------------	------

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	9/13/2018 - 10:34 AM

ITEM SUMMARY

DATE: 10/9/2018
TO: The Board of Supervisors
FROM: Jason Purse, Assistant County Administrator
SUBJECT: Appointment to the Williamsburg Area Arts Commission

For discussion.

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	10/9/2018 - 10:56 AM

ITEM SUMMARY

DATE: 10/9/2018

TO: The Board of Supervisors

FROM: Adam R. Kinsman, County Attorney

SUBJECT: Consideration of the acquisition of real property for a public purpose, where discussion in an open meeting would adversely affect the negotiating strategy of the public body pursuant to Section 2.2-3711 (A)(3) of the Code of Virginia

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	10/9/2018 - 10:58 AM

ITEM SUMMARY

DATE: 10/9/2018
TO: The Board of Supervisors
FROM: Teresa J. Fellows, Deputy Clerk
SUBJECT: Adjourn until 4 p.m. on October 23, 2018 for the Work Session

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	9/25/2018 - 1:10 PM