

A G E N D A

JAMES CITY COUNTY BOARD OF SUPERVISORS

County Government Center Board Room

April 24, 2012

7:00 P.M.

A. CALL TO ORDER

B. ROLL CALL

C. MOMENT OF SILENCE

D. PLEDGE OF ALLEGIANCE - Ryan Springsteen, 4th-grade student at J. Blaine Blayton Elementary

E. PRESENTATIONS - None

F. PUBLIC COMMENT

G. BOARD REQUESTS AND DIRECTIVES

H. CONSENT CALENDAR

1. Minutes –
 - a. April 10, 2012, Regular Meeting
2. Reimbursement Grant Award – Purchase of Development Rights (PDR) Program – \$110,952
3. Contract Award – Furnishings for Buildings D and E Renovations – \$124,006.39
4. Dedication of Peleg's Way
5. Dedication of Streets in the Retreat Subdivision Phases One and Two
6. Section 8 Housing Choice Voucher Program Public Housing Agency (PHA) Plan

I. PUBLIC HEARING

1. FY 13-14 Budget

J. BOARD CONSIDERATIONS

1. School Contract
2. Resolution Urging the Undergrounding of the Proposed 500-kV Utility Line Underneath the James River

K. PUBLIC COMMENT

L. REPORTS OF THE COUNTY ADMINISTRATOR

M. BOARD REQUESTS AND DIRECTIVES

N. CLOSED SESSION

1. Consideration of a personnel matter(s), the appointment of individuals to County boards and/or commissions pursuant to Section 2.2-3711(A)(1) of the Code of Virginia
 - a. Clean County Commission
 - b. Board of Equalization
 - c. Planning Commission
2. Consideration of acquisition/disposition of a parcel/parcels of property for public use pursuant to Section 2.2-3711(A)(3) of the Code of Virginia
 - a. Purchase of Development Rights (PDR) Easement

O. ADJOURNMENT - to 6 p.m. on April 30, 2012

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 10TH DAY OF APRIL 2012, AT 7:00 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. CALL TO ORDER

B. ROLL CALL

Mary K. Jones, Chairman, Berkeley District
John J. McGlennon, Vice Chairman, Roberts District
W. Wilford Kale, Jr., Jamestown District
James G. Kennedy, Stonehouse District
James O. Icenhour, Jr., Powhatan District

Robert C. Middaugh, County Administrator
Leo P. Rogers, County Attorney

C. MOMENT OF SILENCE

D. PLEDGE OF ALLEGIANCE – Leuchann Johnson, Jr., a second-grade student at J.B. Blayton Elementary School led the Board and citizens in the Pledge of Allegiance.

E. PRESENTATIONS - None

F. PUBLIC COMMENT

1. Mr. Randy O'Neill, 109 Sheffield Road, Williamsburg, addressed the Board concerning the Virginia Recreation Trail Grant. Mr. O'Neill stated that he was pleased that the County was getting the grant, however, he expressed concerns regarding how this investment is going to impact the health of the community.

2. Ms. Sue Sadler, 9929 Mountain Berry Court, Toano, addressed the Board in welcoming Mr. Kale as the new Board Supervisor. Ms. Sadler expressed concern about fiscal and academic accountability in the school system and requested that the Board not raise taxes.

3. Mr. Richard Swanenburg, 4059 South Riverside, Lanexa, addressed the Board regarding the erosion problems at Little Creek Reservoir and Ivy Hill Road. He expressed concern on how a County-owned stadium was not properly being maintained.

4. Ms. Mary Lou Clark, 2035 Bush Neck Road, Williamsburg, addressed the Board regarding Jolly Pond Road and questioned when the road would be reopened.

5. Mr. John Pottle, 4233 Teakwood Drive, Williamsburg, gave an invocation to the Board.

6. Mr. Ed Oyer, 139 Indian Circle, Williamsburg, addressed the Board concerning pothole problems on Route 60.

7. Ms. Rosanne Reddin, 2812 King Rook Court, Williamsburg, addressed the Board on the characteristics of effective leadership.

G. BOARD REQUESTS AND DIRECTIVES

Mr. McGlennon stated that he attended a public hearing regarding the Dominion Virginia Power proposal of power lines crossing the James River. He stated that citizens expressed concern about the visual impact of 285-foot power lines crossing above the water and how this was going to affect property values. He requested staff prepare a resolution requesting that the lines cross under the James River.

Mr. Kennedy stated that at the last meeting he brought up questions and concerns about Neighbors Drive and asked staff to provide answers. He stated that he is still awaiting that information. Mr. Kennedy also expressed concern about center median issues in Toano. He stated that the grass is three feet high in some areas and requested that the Virginia Department of Transportation (VDOT) be contacted to address this concern.

Mr. Kale proposed a motion to elect Ms. Jones as Chair to the James City County Board of Supervisors for a term through August 31, 2012 and further proposed that on September 1, 2012, Mr. McGlennon would assume the chairmanship and Ms. Jones would become Vice Chair. He indicated that on September 1, 2012, Mr. McGlennon would assume the representation of the County for the Mayors and Chairs groups and that Ms. Jones would retain the County's representation on the Regional Planning District Commission and the Regional Transportation Planning Organization. He stated that the term would expire at the 2013 Reorganization meeting.

On a roll call vote, the vote was: AYE: McGlennon, Icenhour, Kale, (3). NAY: Kennedy, Jones (2).

Mr. Icenhour requested that the County Administrator contact VDOT regarding speed limits on Ironbound Road and in Seasons Trace. He indicated that the speed limit is 45 mph on Ironbound Road, which borders a neighborhood community and park. He indicated that he believes this is excessive and would like to request a speed study. He stated that Seasons Trace speed limit was increased from 25 mph to 35 mph as a result of a speed study. He indicated he thought that was excessive and would like VDOT to reevaluate the speed study.

Mr. Icenhour requested Mr. Middaugh to instruct staff to follow up on the concerns of Mr. Swanenberg in regard to the County-owned stadium issues. Mr. Icenhour requested that a commitment be received from the company that will be removing the tree from Jolly Pond Road so that the citizens can be informed as to when the road will be opened.

Ms. Jones thanked staff and VDOT for applying a slurry seal in the Deer Run neighborhood. She also thanked VDOT for infrastructure improvements in the Fernbrook neighborhood. Ms. Jones mentioned that she attended the AAA ribbon cutting ceremony on March 29, 2012. She stated that she appreciated AAA staying in James City County and investing in a new facility and creating more jobs. Ms. Jones also mentioned that she attended the Williamsburg Pottery opening on April 5, 2012. She stated that she appreciated its investment in James City County and wished both companies much success. Ms. Jones noted that Go Ape will be having its grand opening on April 11, 2012.

Ms. Jones stated that the Board has been following the Virginia Retirement System (VRS) discussion. She stated that the State will be providing localities the flexibility to phase in the five percent employee contribution. She indicated that the five percent employee contribution would be offset by pay compensation.

H. CONSENT CALENDAR

Mr. Kale requested that the March 7, 2012, Joint Meeting minutes be pulled from the calendar and handled as a separate issue.

Mr. McGlennon made a motion to approve the remainder of the Consent Calendar.

On a roll call vote, the vote was: AYE: McGlennon, Icenhour, Kale, Kennedy, Jones (5). NAY: (0).

Mr. McGlennon made a motion to approve the March 7, 2012, Joint Meeting minutes.

On a roll call vote, the vote was: AYE: McGlennon, Icenhour, Kennedy, Jones (4). NAY: (0). ABSTAIN: KALE (1).

1. Minutes –
 - a. March 7, 2012, Joint Meeting
 - b. March 27, 2012, Work Session
 - c. March 27, 2012, Regular Meeting
2. Virginia Recreational Trails Program (RTP) Grant - \$200,000

RESOLUTION

VIRGINIA RECREATIONAL TRAILS PROGRAM (RTP) GRANT - \$200,000

WHEREAS, funds are needed to assist with the construction of a trail from Freedom Park to the Blayton Elementary and Hornsby Middle Schools complex; and

WHEREAS, the Virginia Department of Conservation and Recreation (DCR) may fund a trail development project in James City County through the Federal Recreational Trails Program (RTP).

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

1. Any assistance received will be used for the specified trail at Freedom Park;
2. Match funding for the project will be available if the grant is approved;
3. Requests for payment will be made on a reimbursement basis in the format required;
4. Development will be in compliance with the National Environmental Policy Act, Endangered Species Act, Historic Preservation Act, and all other applicable State and Federal laws; and

5. Appropriate public comment opportunities will be provided for this application if selected for advancement as required for approval.

BE IT FURTHER RESOLVED that the Board of Supervisors of James City County, Virginia, hereby supports and authorizes application for the Virginia RTP Grant for Freedom Park.

3. Regional Air Service Enhancement (RAISE) Cooperation Agreement

RESOLUTION

REGIONAL AIR SERVICE ENHANCEMENT (RAISE) COOPERATION AGREEMENT

WHEREAS, the cities of Hampton, Newport News, Poquoson, and Williamsburg and the counties of Gloucester and York have entered into a Regional Air Service Enhancement (RAISE) Cooperation Agreement (the "Agreement"); and

WHEREAS, the County of James City (the "County") has been a party to the Agreement since its inception in 2008; and

WHEREAS, the Economic Development Authority of the County of James City (the "EDA") has agreed to contribute the entire \$26,186 required by the Agreement; and

WHEREAS, the Agreement still lists the County as a party and cannot now be changed because all the other localities have already executed the Agreement.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes the County Administrator to execute the RAISE Cooperation Agreement, provided that the funds required by the Agreement shall be paid in full by the EDA.

I. PUBLIC HEARING

1. Case No. Z-0002-2012 – Colonial Manor Proffer Amendment (Epstein Rest Home)

Ms. Leanne Reidenbach, Senior Planner II, advised the Board that the property owner is seeking to amend the proffers to convert from a congregate housing facility to an assisted and independent living facility and also increase the number of allowed units to 110. She indicated that the Special Use Permit (SUP) and Proffer Amendments are required at this time to change the use to Nursing Home and Facilities for the Residents and/or Care of the Aged. She noted that site work for the conversion would occur inside the building and there would be no changes to the exterior. She indicated that the existing parking lot could accommodate the increase and change in units without requiring any expansion. She indicated that the amendment will meet a need for affordable assisted living care and will help an existing business, located in the enterprise zone, adapt to changing market demands.

Ms. Jones opened the Public Hearing.

1. Mr. Ed Oyer, 139 Indian Circle, Williamsburg, expressed a favorable opinion about Colonial Manor.

Ms. Jones closed the Public Hearing and looked to the Board for discussion and/or motion.

Mr. Kennedy clarified that in an assisted living facility, the word “unit” equated to mean “bed.” Mr. Kennedy made a motion to approve the resolution and proffer amendment.

On a roll call vote, the vote was: AYE: McGlennon, Icenhour, Kale, Kennedy, Jones (5). NAY: (0).

RESOLUTION (1)

CASE NO. Z-0002-2012. COLONIAL MANOR PROFFER AMENDMENT

(EPSTEIN REST HOME)

WHEREAS, in accordance with §15.2-2204 of the Code of Virginia and Section 24-13 of the James City County Zoning Ordinance, a public hearing was advertised, adjacent property owners notified, and a hearing scheduled for Case No. Z-0002-2012 for amending the proffers for approximately 7.4 acres from R-5, Multi-Family Residential, with proffers, to R-5, Multi-Family Residential, with amended proffers; and

WHEREAS, the site can be further identified as Parcel No. (1-89) on James City County Real Estate Tax Map No. (52-3); and

WHEREAS, the Planning Commission of James City County, following its public hearing on March 7, 2012, recommended approval of Case No. Z-0002-2012, by a vote of 4-0.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, after a public hearing, does hereby approve Case No. Z-0002-2012 as described herein and accept the amended proffers.

RESOLUTION (2)

CASE NO. Z-0002-2012. COLONIAL MANOR PROFFER AMENDMENT

(EPSTEIN REST HOME)

WHEREAS, in accordance with §15.2-2204 of the Code of Virginia and Section 24-13 of the James City County Zoning Ordinance, a public hearing was advertised, adjacent property owners notified, and a hearing scheduled for Case No. Z-0002-2012 for amending the proffers for approximately 7.4 acres from R-5, Multi-Family Residential, with proffers, to R-5, Multi-Family Residential, with amended proffers; and

WHEREAS, the site can be further identified as Parcel No. (1-89) on James City County Real Estate Tax Map No. (52-3); and

WHEREAS, the Planning Commission of James City County, following its public hearing on March 7, 2012, recommended approval of Case No. Z-0002-2012, by a vote of 4-0.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, after a public hearing, does hereby approve Case No. Z-0002-2012 as described herein and accept the amended proffers.

2. Case No. ZO-0001-2012 – Addition of Resort Hotel Definition; Amendments to R-4, Residential Planned Community District; and Amendments to Special Regulations

Ms. Melissa Brown, Zoning Administrator, advised the Board that staff received a request from Mr. Vernon Geddy, of Geddy, Harris, Franck, & Hickman, LLP, to consider amending the definition of hotel to broaden the type of units that are permissible under the use designation of the ordinance. She stated that Xanterra Kingsmill, LLC applied to expand the resort. She stated that part of the proposal included additional hotel units developed as single-family detached structures and marketed as cottages to be added to their hotel offering. Currently, the definition of hotel does not permit the use of detached units as part of the hotel development. Ms. Brown stated that there is a benefit to the County to have a broader range of transient occupancies subject to hotel tax. Ms. Brown stated that this change was going to be recommended in the ordinance update process, but the department accelerated the request to help facilitate the Kingsmill business plan and its expansion. Ms. Brown advised the Board that Mr. Geddy was also present to answer any questions.

Mr. Kennedy inquired as to the safeguards to ensure that the cottages would not turn into long-term rentals.

Ms. Brown responded that requirements were built in the definition for the units to be maintained by the hotel facility even though they may be individually owned and that maid service would have to continue on a daily basis. She stated that the units cannot be used as a primary address for any of the occupants. She indicated that the cottages would not have any identifying numbers.

Mr. Icenhour questioned whether the 60-day consecutive limitation was unique to this or was it for all hotels.

Ms. Brown responded that it was unique to this. She stated that there is a similar requirement for campgrounds.

Mr. Kale questioned the County Attorney as to whether they should include the word “family” in Section 24-45(c) in order to prevent long-term rentals.

Mr. Rogers stated that the ordinance, as written, could be subject to abuse.

Mr. Kale asked Mr. Geddy if he had a concern if the Board adopted the ordinance with the understanding that the Board would come back and take a look at Section 24-45(c) to ensure that the County has closed all the potential loopholes.

Mr. Geddy responded that he would not have a problem.

Ms. Jones opened the Public Hearing.

As no one wished to speak to this matter, Ms. Jones closed the Public Hearing.

Mr. Icenhour made a motion to approve the Ordinance.

On a roll call vote, the vote was: AYE: McGlennon, Icenhour, Kale, Kennedy, Jones (5). NAY: (0).

Mr. Kale requested that the County Attorney take a look at Section 24-45(c) and if need be make minor changes as soon as possible.

Mr. Rogers advised Mr. Kale that he will send out a memorandum on the item.

3. Vacate Easement - 6692 Richmond Road

Mr. Adam Kinsman, Deputy County Attorney, advised the Board that the Williamsburg Pottery has requested the vacation of an easement upon which a former Williamsburg Area Transit Authority (WATA) stop was located. He stated that pursuant to a 2007 proffer, the Pottery was required to move the bus shelter approximately 165 feet southeast to accommodate a new roadway alignment. He indicated that the new location was approved by the County, VDOT, and WATA. He indicated that the bus shelter was moved and is now in operation, rendering the old easement surplus.

Ms. Jones opened the Public Hearing.

As no one wished to speak to this matter, Ms. Jones closed the Public Hearing.

Mr. Kennedy made a motion to approve the resolution.

On a roll call vote, the vote was: AYE: McGlennon, Icenhour, Kale, Kennedy, Jones (5). NAY: (0).

RESOLUTION

VACATE EASEMENT – 6692 RICHMOND ROAD

WHEREAS, the County of James City (the “County”) owns a 1,250-square-foot easement on a parcel of property located at 6692 Richmond Road and further identified as James City County Real Estate Tax Parcel No. 2430100024; and

WHEREAS, a Williamsburg Area Transit Authority bus shelter serving the Williamsburg Pottery Factory (the “Pottery”) was located upon the easement; and

WHEREAS, due to the reconstruction of the Pottery entrance roads and pursuant to a 2007 proffer requirement, the Pottery was required to relocate the bus shelter and dedicate a corresponding easement to the County; and

WHEREAS, the bus shelter has been relocated, rendering the easement upon which the former bus shelter was located as surplus and unnecessary.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, after conducting a public hearing, authorizes the County Administrator to sign any and all documents necessary to vacate the 1,250-square-foot easement on the parcel of property located at 6692 Richmond Road and identified as James City County Real Estate Tax Parcel No. 2430100024,

said easement being further identified as "Ex. 25' x 50' JAMES CITY COUNTY EASEMENT D.B. 727, PG. 817 TO BE VACATED" on that certain plat entitled "PLAT OF EASEMENT AND VACATION TO JAMES CITY COUNTY FOR BUS SHELTER RELOCATION AND VACATION OF A PORTION OF JCSA EXISTING VARIABLE WIDTH UTILITY EASEMENT" made by AES Consulting Engineers, dated February 3, 2012.

J. BOARD CONSIDERATIONS

1. Appropriation of Funds to Provide a Fire/EMS Very High-Frequency (VHF) Radio Paging System Expansion to Provide Coverage for all of James City County - \$88,000

Mr. Tal Luton, Fire Chief, addressed the Board on seeking funds to expand the current voice paging system. He stated that the system is used to notify the stations and volunteer members of incidents. He stated that members carry Motorola pagers that can be activated using a tone alert that can be operated in two modes: open mode in which a person can hear all radio traffic at all times and silent mode in which a person would only get an alert if the station gets a call. He stated that the current transmitter is located on a tower behind Berkeley Middle School. He further stated that the transmitter does not provide enough radio frequency coverage to reach all of James City County and that coverage is sporadic west of Toano, where most of volunteers reside. He stated that Motorola has provided the County with a proposal to install two new transmitters with the ability to simulcast transmission to two pager transmitters. He mentioned that one transmitter will be located at a tower on Owen-Brockway in Toano and one on a tower at Berkeley Middle School. He informed the Board that this proposal will expand coverage to include areas not currently covered.

Mr. Icenhour questioned the height of the tower at the Owen-Brockway site.

Chief Luton responded that the tower is 400 feet.

Mr. Icenhour made a motion to approve the resolution.

On a roll call vote, the vote was: AYE: McGlennon, Icenhour, Kale, Kennedy, Jones (5). NAY: (0).

RESOLUTION

APPROPRIATION OF FUNDS TO PROVIDE A FIRE/EMS VERY HIGH-FREQUENCY (VHF)

RADIO PAGING SYSTEM EXPANSION TO PROVIDE COVERAGE FOR ALL OF

JAMES CITY COUNTY - \$88,000

WHEREAS, the Fire Department utilizes a Motorola Radio Voice Paging System to notify fire stations, staff, and Volunteer Fire and EMS members of incidents including the type of incident and location; and

WHEREAS, the current system does not provide adequate coverage for the entire County, particularly in the western end of the County; and

WHEREAS, volunteer members have missed notification of emergency incidents on numerous occasions; and

WHEREAS, Motorola Radio Communications has proposed a solution that includes installation of a second paging transmitter in Toano.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the appropriation of funds.

2. Board of Supervisors Guidelines for Outside Communications with Applicants Requesting Legislative Approvals

Ms. Jones advised that the Board has deferred this matter until its next work session which will be held on May 22, 2012.

3. School Contract

Mr. Middaugh presented the proposed agreement between the County and the City of Williamsburg (City) for the next five-year period for the joint operation of the schools. He stated that the contract would run from July 1, 2012 to July 1, 2017. Mr. Middaugh stated that there were a few modifications to the existing agreement with one being the funding formula change. Mr. Middaugh explained that currently the formula takes a student count, effective September 30 of each year and establishes the City and the County a percentage of students and then a factor is applied to the City's percentage to inflate it a bit and that becomes the final number for the distribution of costs. He stated that they are proposing that the agreement change to a three-year average instead of the current one year. He stated that the purpose is to help smooth out any significant increases in population so that it is easier for the two jurisdictions to budget. He also stated that the current contract has a section of exclusion for children who do not have an address. He stated that they are requesting that the definition be expanded to include other non-permanent residences such as a hotels, motels, and campgrounds. Mr. Middaugh stated that the last contract change suggested would be how to deal with year-end surpluses. He stated that currently, the schools get everything over \$500,000 applied to capital projects. He stated that the schools get to keep the first \$500,000 and the remainder goes toward capital projects. He stated that the suggestion would be that all of the surpluses roll over to be part of next year's contribution unless the City and the County have approved a spending plan submitted by the school to the respective bodies. He stated the same approach would be used for capital project balances in excess of \$500,000. Mr. Middaugh stated that he and the City Manager of Williamsburg believe this is a fair contract.

Mr. Kennedy questioned that if there was any surplus left at the end of the year, does the City and the County have to both agree on how the money is spent.

Mr. Middaugh stated yes.

Mr. Kennedy questioned if the City, with ten percent of the budget, could dictate how 90 percent of the spending would occur.

Mr. Middaugh explained that if the County agreed and the City disagreed, the money would then roll to the respective parties. The County would get its 90 percent and the City would get its ten percent.

Mr. Kennedy questioned if the County would then give the 90 percent to the schools.

Mr. Middaugh stated that the way the contract is structured is that both parties have to agree on a spending plan for it to proceed. Mr. Middaugh stated that if both parties agreed, the schools get to spend the money and if both parties disagree, the money rolls back to the respective parties and the schools do not have it available.

Mr. Kennedy expressed concerns that he is uncomfortable with the current contract. He stated that he does not support it and does not agree with it. He does not believe it is a good deal for the County. He expressed concerns with the negotiation methodology. Mr. Kennedy also expressed concerns regarding the voting breakdown of the School Board. He stated that the City has 28.96 percent of the voting block; however, they contribute only 10 percent of the budget. He also expressed concerns about who would pay for children living in hotels and motels. Mr. Kennedy also expressed concerns about the step increases over three years. He believed this method does not benefit the County. Mr. Kennedy also stated that he has concerns about the funding of new construction. He stated he is concerned about ambiguity, especially in light of James Blair turning back into a school.

Mr. McGlennon stated that Mr. Kennedy raised some interesting points and wants further clarification to better understand the implications of transient and homeless children. He questioned the effect of the calculations on the ratio.

Mr. Middaugh stated that the students get paid for; however, they don't fall to any one jurisdiction. He stated that they get picked up in the whole budget.

Mr. McGlennon stated that the contract does not say how much money has to be allocated to the school; it says how that money is to be allocated between City and County. He questioned if the County decided that the level of the expenditure was excessive that the School Board requested and that the County could fund below that level. He questioned if the County Board would still retain the ability to determine the overall level of spending, regardless of what the School Board did.

Mr. Middaugh responded yes.

Mr. McGlennon stated that the development of the contract has gone very smoothly and that he prefers the method of distributing the costs based on a three-year rolling average. He stated that he has concerns with the money coming back to the County. He stated that the expiring contract allowed the School Board to actually keep the first half million dollars that was in surplus. He stated his concerns were not enough to delay the adoption of the contract; however, he stated that he wanted to monitor this to evaluate how well this is working over the course of this contract to determine if he wanted to continue it in the next contract.

Mr. Kennedy expressed concerns about spending just to keep the level of funding up. He stated that an incentive to save is a far better system than taking the money back.

Mr. Icenhour questioned that if there was a savings of a \$1 million under the new contract would the School Board need to meet with the two jurisdictions. He further asked if the County could have the ability to allow the schools to keep that \$1 million, would the County have a say in how it was spent.

Mr. Middaugh responded yes and that it is not limited to what it could be used for. He stated it could be used for VRS, capital, books, and buses.

Mr. Icenhour stated that this would give the County tremendous flexibility and as long as the County has a good working relationship, there is an incentive on the part of the School to come back and present the County with a viable plan on how they would like to spend the surplus money. He stated that he would like this to be monitored.

Mr. Middaugh stated that this is a change that is going to require the County to have an effective working relationship with the City Council and the School Board.

Mr. Icenhour questioned if there have ever been any mid-year contract adjustments in contract history.

Mr. John McDonald, Manager of Financial and Management Services, advised the Board that recently the City and County agreed on the percentage of equity in Blayton Elementary and Hornsby Middle Schools. He stated that the City gave up its equity positions so that the County could pledge them as collateral against the financing. He stated that was a mid-year adjustment to the contract.

Mr. Kale questioned if all monies at the end of a given year would be subjected to be returned to the localities unless the School Board makes a proposal.

Mr. Middaugh responded yes.

Mr. Kale asked that this matter be deferred until the next Board meeting.

Mr. Middaugh questioned Mr. McDonald as to when the contract has to be approved.

Mr. McDonald responded that the County has a contract through June 30; however, it does affect the budget.

Mr. Icenhour questioned Mr. McDonald if the \$500,000 has been in the contract for five years.

Mr. McDonald stated yes.

Mr. Icenhour questioned the history of surplus money.

Mr. McDonald responded that for the most part, the Schools have ended the year with unexpended money that they have been able to invest in capital spending.

Mr. Icenhour questioned the average amount of surplus.

Mr. McDonald responded that over the last couple of years, the amount has been in the million dollar range. Mr. McDonald advised the Board that the biggest challenge the County had was when the Governor eliminated the payment they had to make for a quarter to VRS and they were stuck with \$3 million. He stated that under the contract they could not put it aside for next year's VRS payment. He stated that they could not use it to balance an operating budget. He stated that under the contract they had to invest it in capital. He stated this was counter-productive. He stated that in exploring how to make it more flexible, the recommendation to create a separate spending plan for the unspent surplus was put on the table. He stated that they did not envision the City objecting to something that the County would agree to.

Mr. Kennedy questioned if the County took some of the money from the VRS payment and put it toward the auxiliary gym.

Mr. McDonald responded yes, and that the money went into capital projects.

Ms. Jones stated that she could support deferral of the contract. Ms. Jones questioned the County Attorney as to changing the percentage makeup of the City's representation. She questioned whether the City's Charter would have to be changed in order for this to be achieved.

Mr. Rogers responded that this was correct. He stated that it has been in the City's Charter since 1981.

Ms. Jones expressed her concern about being responsible to the taxpayers in the decisions that the Board makes.

Mr. Icenhour stated that he was comfortable with deferring the contract.

Ms. Jones stated that there was a motion on the floor and asked the County Administrator to call the role.

On a roll call vote, the vote was: AYE: McGlennon, Icenhour, Kale, Kennedy, Jones (5). NAY: (0).

K. PUBLIC COMMENT

1. Mr. Ed Oyer, 139 Indian Circle, Williamsburg, commented on the School Board surpluses. He also expressed concern about the high cost of education.

2. Mr. Richard Swanenburg, 4059 South Riverside, addressed the Board about environmental concerns of the Chickahominy River.

L. REPORT OF THE COUNTY ADMINISTRATOR

Mr. Middaugh advised the Board that the proposed County Budget will be coming later this week. He stated that the Board will be receiving it on Thursday, April 12, 2012. He stated that the media will be receiving it on Friday, April 13, 2012. He stated that the budget will also be available on the County website. He stated that a public hearing of the budget will be held on April 24 at 7 p.m.

Mr. Middaugh stated that the Board will be going into Closed Session to discuss acquisition of a property for public use.

M. BOARD REQUESTS AND DIRECTIVES

Mr. Kale thanked the Board for voting on the deferral of the school contract. He stated that this would allow him to get up to speed on the matter.

Mr. McGlennon informed the Board that he attended a ribbon cutting ceremony for a new restaurant, Oinkers, in the Roberts District. He also mentioned that he, along with Mr. Icenhour, attended the Teacher of the Year reception. He stated that Ms. Carol Myer from James River Elementary School was chosen as Elementary Teacher of the Year. Mr. Jamal Oweis of Hornsby Middle School was recognized as the Middle School Teacher of the Year, and Ms. Mary Lyons Hanks of Lafayette High School was recognized as the High School Teacher of the Year. Mr. McGlennon also mentioned that two elementary schools, Matthew Whaley and Rawls Byrd, had been recipients of national recognition.

N. CLOSED SESSION

Mr. McGlennon made a motion for the Board to go into Closed Session pursuant to Section 2.2-3711(A)(3) of the Code of Virginia to consider the purchase of a parcel(s) of property for public use.

On a roll call vote, the vote was: AYE: McGlennon, Icenhour, Kale, Kennedy, Jones (5). NAY: (0).

RESOLUTION

CERTIFICATION OF CLOSED MEETING

WHEREAS, the Board of Supervisors of James City County, Virginia, (Board) has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby certifies that, to the best of each member's knowledge: i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies; and ii) only such public business matters were heard, discussed, or considered by the Board as were identified in the motion, Section 2.2-3711(A)(3) of the Code of Virginia, consideration of the purchase of parcel(s) of property for public use.

O. ADJOURNMENT

At 9:28 p.m., Ms. Jones adjourned the Board until 7 p.m. on April 24, 2012.

Robert C. Middaugh
Clerk to the Board

MEMORANDUM COVER

Subject: Reimbursement Grant Award - Purchase of Development Rights (PDR) Program - \$110,952

Action Requested: Shall the Board approve the resolution that appropriates reimbursement grant funds awarded by the Virginia Department of Agriculture and Consumer Services (VDACS)?

Summary: The James City County Purchase of Development Rights Program (PDR) has been awarded a reimbursement grant in the amount of \$110,952, by the Office of Farmland Preservation, VDACS. This award is made pursuant to the Code of Virginia, § 3.2-201, which in part authorizes VDACS to allocate funds to localities for the purpose of purchasing agricultural easements. The grant's performance period will extend through December 31, 2013.


VDACS will reimburse the County up to 50 percent, not to exceed \$110,952, of the eligible costs incurred by the County in purchasing conservation easements on rural lands that meet qualifications established by VDACS. Eligible costs include the purchase price, Title Insurance premium, appraisal fees, property survey fees, and fees for legal services provided by outside counsel.

Staff recommends adoption of the attached resolution to appropriate funds.


Fiscal Impact: This grant requires no additional match, but the County provides financial support to the PDR Program, primarily through personnel, supplies, facilities, and related resources.

FMS Approval, if Applicable: Yes ☐ No ☐

Assistant County Administrator

Doug Powell 

County Administrator

Robert C. Middaugh 

Attachments:

1. Memorandum
2. Resolution

Agenda Item No.: H-2

Date: April 24, 2012

M E M O R A N D U M

DATE: April 24, 2012

TO: The Board of Supervisors

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

SUBJECT: Reimbursement Grant Award – Purchase of Development Rights (PDR) Program – \$110,952

The James City County Purchase of Development Rights (PDR) Program has been awarded a reimbursement grant in the amount of \$110,952 by the Office of Farmland Preservation, Virginia Department of Agriculture and Consumer Services (VDACS). This award is made pursuant to the Code of Virginia, § 3.2-201 which authorizes VDACS to allocate funds to localities for the purchase of agricultural conservation easements. These funds will be available for reimbursement to the County through December 31, 2013.

The Office of Farmland Preservation is authorized to reimburse the County for up to 50 percent, not to exceed \$110,952, of qualifying expenses incurred in purchasing a conservation easement(s) on rural land(s) that meet qualifications established by VDACS, as described in the attached Intergovernmental Agreement (IGA).

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

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

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

- Maintain funds in the Purchase of Development Rights (PDR) account equal to the grant allocation;
- Request reimbursement for conservation easements that have a primary purpose of preserving working farm and/or forest lands;

- Within one year from the date of the IGA, and for each subsequent year the IGA is in force, submit to VDACS a progress report that:
 1. Describes properties that the County has identified as prospects for the PDR program and the status of negotiations for the purchase of such conservation easements;
 2. Estimates the timeframes within which the County will execute contracts for any such purchases, close on such purchases and request reimbursement of reimbursable costs for those purchases from VDACS;
 3. Describe the measures the County has taken to educate various stakeholders within the County, including farmers, landowners, public officials, and the non-farming public about the County's PDR program;
 4. Describes the County's on-going program of monitoring and stewardship of the properties protected by conservation easements under this program; and
 5. Describes the measures the County's PDR Program undertakes to evaluate the effectiveness of the program and the process that is followed to make changes to the program based on the evaluation.
- Obtain title insurance on the County's purchased interest in a conservation easement;
- Submit a formal request to VDACS for reimbursement, including documentation, as outlined in the IGA; and
- Provide for VDACS review of proposed deeds of easement and make whatever changes to the proposed deed of easement, where applicable, that VDACS and/or its legal counsel deem necessary.

The County has used this grant once previously for the Cragg Easement and was reimbursed \$250,781.20.

Localities receiving these grants have approximately 18 months to apply for reimbursement. After that period, VDACS reallocates un-used funds to other eligible local PDR programs.

Staff recommends adoption of the attached resolution to appropriate reimbursed grant funds.


 Edward T. Overton, Jr.
 CONCUR:

Robert C. Middaugh

ETO/nb
 GA_PDRReimbur_mem

Attachments

RESOLUTION

REIMBURSEMENT GRANT AWARD – PURCHASE OF DEVELOPMENT RIGHTS (PDR)

PROGRAM – \$110,952

WHEREAS, the James City County Purchase of Development Rights (PDR) Program has been awarded a reimbursement grant in the amount of \$110,952 from the Office of Farmland Preservation, Virginia Department of Agriculture and Consumer Services, pursuant to the Code of Virginia, § 3.2-201; and

WHEREAS, the grant funds will reimburse James City County for up to 50 percent of eligible expenses, not to exceed \$110,952, incurred in purchasing one or more conservation easements on qualifying rural lands; and

WHEREAS, qualifying expenses include the easement purchase price, title insurance premium, property appraisal fees, property survey fees, and fees for outside legal counsel; and

WHEREAS, the grant requires no additional match.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the acceptance of reimbursements as a result of this grant and the appropriation of these reimbursements to the PDR Program.

Revenue:

Purchase of Development Rights Program	<u>\$110,952</u>
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Expenditure:

Purchase of Development Rights Program	<u>\$221,904</u>
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BE IT FURTHER RESOLVED that the Board of Supervisors authorizes the County Administrator to execute the Intergovernmental Agreement with the Virginia Department of Agriculture and Consumer Services.

Mary K. Jones
Chairman, Board of Supervisors

ATTEST:

Robert C. Middaugh
Clerk to the Board

Adopted by the Board of Supervisors of James City County, Virginia, this 24th day of April, 2012.

GA_PDRReimbur_res

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

This INTERGOVERNMENTAL AGREEMENT is entered into this 31th day of December, 2011, in the City of Richmond, Virginia, between the Virginia Department of Agriculture and Consumer Services ("VDACS") and James City County (collectively, "the parties") to provide mutually advantageous terms for cooperation between VDACS and James City County to implement VDACS' contribution of funds in support of James City County's purchase of agricultural conservation easements.

WHEREAS, the General Assembly, by Chapter 890 of the 2011 Acts of Assembly, has appropriated \$1,200,000 in the fiscal year ending June 30, 2012 to VDACS for the continuation of a state fund to match local government purchase of development rights program funds for the preservation of working farms and forest lands; and,

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

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

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

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

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

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

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

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

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

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

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

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

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

1. VDACS Responsibilities

- a. VDACS shall, within thirty (30) days of the date of execution of this INTERGOVERNMENTAL AGREEMENT, restrict \$110,952.46 (hereinafter "the allocation amount") in an account, from which VDACS shall withdraw funds only to pay contributions of funds that James City County is eligible to receive pursuant to this INTERGOVERNMENTAL AGREEMENT, except that upon the expiration of two (2) years from the date of this INTERGOVERNMENTAL AGREEMENT, or immediately upon James City County's failure to perform any of its obligations under the terms of this INTERGOVERNMENTAL AGREEMENT, VDACS shall have the right to withdraw any funds then remaining in such account and the right to redirect those funds to other localities that VDACS certifies as being eligible to receive matching funds and that enter into an intergovernmental agreement with VDACS to govern the distribution of matching funds for the purchase of agricultural conservation easements. The allocation amount from this and any prior INTERGOVERNMENTAL AGREEMENT shall not be considered to be a grant as that term is used in paragraph 1(b) of this INTERGOVERNMENTAL AGREEMENT.
- b. Upon James City County or any agent acting on behalf of James City County's recordation of a deed evidencing James City County's purchase of an agricultural conservation easement in the circuit court of the city or county where the Grantor's land is located and James City County's submission to VDACS of a completed claim for reimbursement, on a form prescribed by VDACS, together with the supporting documentation required under paragraph 2(e) of this INTERGOVERNMENTAL AGREEMENT, VDACS shall reimburse James City County fifty percent (50%) of the reimbursable costs that James City County actually incurred in the course of purchasing that agricultural conservation easement, limited to that portion of the allocation amount remaining in the account maintained by VDACS pursuant to paragraph 1(a) of this INTERGOVERNMENTAL AGREEMENT. The following shall not be considered to be reimbursable costs that James City County actually incurred and shall be subtracted from the total amount of reimbursable costs considered for reimbursement by VDACS in connection with any particular agricultural conservation easement transaction: grants made by the United States of America, the Virginia Department of Agriculture and Consumer Services (VDACS), the Virginia Department of Conservation and Recreation (DCR), the Virginia Outdoors Foundation (VOF), or any other governmental agency or political subdivision of the Commonwealth of Virginia; payments made by any other funding sources

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

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

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

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

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

2. James City County Responsibilities

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

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

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

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

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

3. Merger and Supersedure of Prior Agreement

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

4. Recertification

This INTERGOVERNMENTAL AGREEMENT pertains exclusively to VDACS' contribution of funds that the General Assembly has appropriated to VDACS through the fiscal year ending June 30, 2012. VDACS shall not contribute other funds in the future to James City County except upon VDACS' recertification of James City County's eligibility to receive such funds. VDACS may establish and communicate to James City County certain benchmarks of program development that VDACS will impose upon James City County as preconditions to James City County's recertification for future contributions.

5. Governing Law

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

6. Assignment

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


7. Modifications

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

8. Severability

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

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


 12-21-11

Matthew J. Long Date
Commissioner
Virginia Department of Agriculture &
Consumer Services

County Administrator Date

APPROVED AS TO FORM ONLY:

APPROVED AS TO FORM ONLY:

 12-19-11

Assistant Attorney General Date

County Attorney Date

MEMORANDUM COVER

Subject: Contract Award - Furnishings for Buildings D and E Renovations - \$124,006.39

Action Requested: Shall the Board approve the contract to FSI Office in the amount of \$124,006.39 for the Furnishings for Buildings D and E Renovations?

Summary: The General Services Department solicited competitive proposals for furnishings for Buildings D and E on February 23, 2012.

The Request for Proposals (RFP) was publicly advertised and seven proposals were received to include JMJ Furniture, Mega Office Furniture, FSI Office, Tactical Office Solutions, New Day Office, Virginia Correctional Enterprises, and Ball Office.

The Evaluation Committee composed of staff members from County Administration, County Attorney, James City Service Authority (JCSA), Building Safety and Permits, Records Management, and Engineering and Resource Protection, and the Purchasing Office reviewed the proposals and interviewed FSI Office, Tactical Solutions, and Mega Office Furniture. Based on the evaluation criteria listed in the RFP (the firm's understanding of the project; ability to provide satisfactory customer service and quality control as demonstrated by past experience; project approach; experience of proposed supervisory staff and price), the Evaluation Committee determined FSI Office was the most fully qualified firm and its proposal best suited the County's needs as defined in the RFP.


Funds are available in the Capital Improvements Program (CIP) for the award.

Staff recommends adoption of the attached resolution authorizing the award of contract for furnishings for Buildings D and E to Forms and Supply, Inc. (FSI Office) in the amount of \$124,006.39.


Fiscal Impact: Funded through the CIP budget.

FMS Approval, if Applicable: Yes ☐ No ☐

Assistant County Administrator

Doug Powell 

County Administrator

Robert C. Middaugh 

Attachments:

1. Memorandum
2. Resolution

Agenda Item No.: H-3

Date: April 24, 2012

AGENDA ITEM NO. H-3**MEMORANDUM**

DATE: April 24, 2012

TO: The Board of Supervisors

FROM: Doug Powell, Assistant County Administrator

SUBJECT: Contract Award – Furnishings for Buildings D and E Renovations – \$124,006.39

The General Services Department solicited competitive proposals for furnishings for Buildings D and E Renovations on February 1, 2012.

The Request for Proposals (RFP) was publicly advertised and seven proposals were received to include JMJ Corporation, Mega Office Furniture, FSI Office, Tactical Office Solutions, New Day Office, Virginia Correctional Enterprises, and Ball Office.

The Evaluation Committee composed of staff members from County Administration, County Attorney, James City Service Authority (JCSA), Building Safety and Permits, Records Management and Engineering and Resource Protection and the Purchasing Office reviewed the proposals and interviewed FSI Office, Tactical Solutions, and Mega Office Furniture. Based on the evaluation criteria listed in the RFP (the firm's understanding of the project; ability to provide satisfactory customer service and quality control as demonstrated by past experience; project approach; experience of proposed supervisory staff and price), the Evaluation Committee determined FSI Office was the most fully qualified firm and its proposal best suited the County's needs as defined in the RFP.

Funds are available in the Capital Improvements Program (CIP) for the award.

Staff recommends adoption of the attached resolution authorizing the award of the contract for furnishings for Buildings D and E to Forms and Supply, Inc. (FSI Office) in the amount of \$124,006.39.

Doug Powell

DP/nb
CA_BldgD-ERenev_mem

Attachment

RESOLUTION**CONTRACT AWARD – FURNISHINGS FOR BUILDINGS D AND E RENOVATIONS –**

\$124,006.39

WHEREAS a Request for Proposals (RFP) for furnishings to Buildings D and E renovations was publicly advertised and staff reviewed proposals from seven firms interested in performing the work; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby awards the \$124,006.39 contract for furnishings for Buildings D and E to FSI Office.

Mary K. Jones
Chairman, Board of Supervisors

ATTEST:

Robert C. Middaugh
Clerk to the Board

Adopted by the Board of Supervisors of James City County, Virginia, this 24th day of April, 2012.

CA_BldgD-ERenev_res

MEMORANDUM COVER

Subject: Dedication of Peleg's Way

Action Requested: Shall the Board approve the resolution that dedicates the street and associated right-of-way for Peleg's Way to the Virginia Department of Transportation (VDOT)?

Summary: The following submittal contains the necessary documents for requesting that a street identified as Peleg's Way in the Peleg's Point Subdivision be accepted into the State Secondary System. Included are the Board memorandum, Board resolution, a location map of the proposed road, and the VDOT Form AM-4.3.

Staff recommends adoption of the attached resolution.


Fiscal Impact: N/A

FMS Approval, if Applicable: Yes ☐ No ☐

Assistant County Administrator

Doug Powell DP

County Administrator

Robert C. Middaugh 

Attachments:

1. Memorandum
2. Resolution
3. Location map
4. VDOT Form AM-4.3

Agenda Item No.: _____

Date: April 24, 2012

MEMORANDUM

DATE: April 24, 2012

TO: The Board of Supervisors

FROM: Scott J. Thomas, Engineering and Resource Protection Director

SUBJECT: Dedication of Peleg's Way

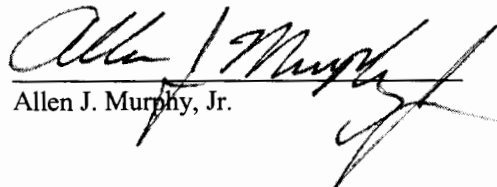
Attached is a resolution requesting acceptance of a street into the State Secondary Highway System. The street proposed for acceptance is Peleg's Way from the intersection of Benomi Drive to the temporary turn around which is a distance of .11 miles. These streets have been inspected and approved by representatives of the Virginia Department of Transportation (VDOT) as meeting the minimum requirements for secondary roadways. This section of road in Peleg's Point, Section 5, is the last road segment in active portions of Peleg's Point to be dedicated and taken into the VDOT Secondary System of State Highways.

VDOT's Secondary Street Acceptance Requirements (SSAR), effective March 2009, outline processes on how streets are designed, constructed, and officially accepted for maintenance as part of the secondary system of state highways. Upon the satisfactory completion of construction of streets, VDOT advises and coordinates with the local governing body of the street's readiness for acceptance through the use of VDOT's Form AM-4.3. As part of the initial acceptance process, the County Board of Supervisors must request, by resolution, that VDOT accept the street for maintenance as part of the secondary system of state highways. Administrative procedures outlined in the SSAR/24VAC30-92-70 list criteria for street acceptance and what information is required on the local resolution. Once the resolution is approved, the signed Form AM-4.3 with the resolution is then returned to VDOT. VDOT then officially notifies the locality of the street's acceptance into the secondary system of state highways and the effective date of such action. This notification serves as start of VDOT maintenance responsibility. As part of the process, the County will hold an appropriate amount of subdivision or public improvement surety for the roadway, as required by local ordinances, until the acceptance process is complete. Also, within 30 days of the local governing body's request (resolution), VDOT requires a maintenance surety to be posted by the developer to guarantee performance of the street for one year from the date of acceptance.

Staff recommends adoption of the attached resolution.


Scott J. Thomas

CONCUR:


Allen J. Murphy, Jr.

SJT/gb
PelegsWay-Ded_mem

Attachments

RESOLUTION

DEDICATION OF PELEG'S WAY

WHEREAS, the street described on the attached AM-4.3, fully incorporated herein by reference, is shown on plats recorded in the Clerk's Office of the Circuit Court of James City County; and

WHEREAS, the Residency Administrator for the Virginia Department of Transportation advised the Board that the streets meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation; and

WHEREAS, the County and the Virginia Department of Transportation entered into an agreement on July 1, 1994, for comprehensive stormwater detention which applies to this request for addition.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby requests the Virginia Department of Transportation to add the streets described in the attached Additions Form AM-4.3 to the secondary system of State highways, pursuant to § 33.1-229 of the Code of Virginia, and the Department's Subdivision Street Requirements.

BE IT FURTHER RESOLVED, the Board guarantees a clear and unrestricted right-of-way, as described and any necessary easements for cuts, fills, and drainage.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Residency Administrator for the Virginia Department of Transportation.

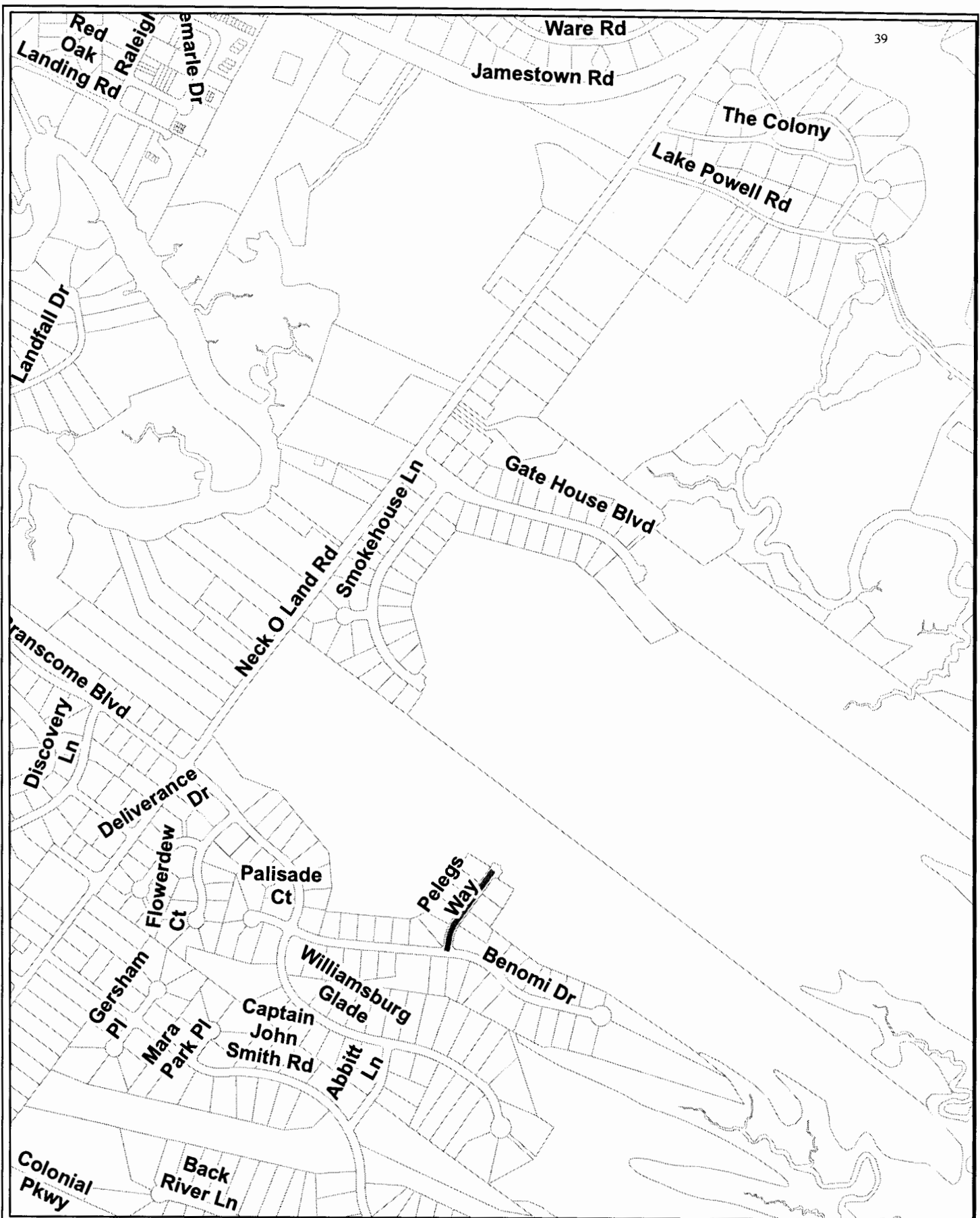
Mary K. Jones
Chairman, Board of Supervisors

ATTEST:

Robert C. Middaugh
Clerk to the Board


Adopted by the Board of Supervisors of James City County, Virginia, this 24th day of April, 2012.

PelegsWay-Ded_res



**DEDICATION OF STREETS IN THE RETREAT
PHASES I AND II**

Legend

 Streets to be Dedicated
1 inch = 700 feet



In the County of James City

37

By resolution of the governing body adopted April 24, 2012

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes in the secondary system of state highways.

A Copy Testee

Signed (County Official): _____

Report of Changes in the Secondary System of State Highways

Project/Subdivision Peleg's Point, Section Five

Type Change to the Secondary System of State Highways: Addition

The following additions to the Secondary System of State Highways, pursuant to the statutory provision or provisions cited, are hereby requested; the right of way for which, including additional easements for cuts, fills and drainage, as required, is hereby guaranteed:

Reason for Change: New subdivision street

Pursuant to Code of Virginia Statute: §33.1-229

Street Name and/or Route Number

◆ Peleg's Way, State Route Number 1820

Old Route Number: 0

● From: Route 1460 Benomi Drive

To: Temporary turn around, a distance of: 0.11 miles.

Recordation Reference: Doc. 050014087

Right of Way width (feet) = 50

MEMORANDUM COVER

Subject: Dedication of Streets in The Retreat Subdivision Phases One and Two

Action Requested: Shall the Board approve the resolution that dedicates the streets and associated right-of-way for The Retreat Subdivision Phases One and Two to the Virginia Department of Transportation (VDOT)?

Summary: The following submittal contains the necessary documents for requesting that the streets in Phases One and Two of The Retreat Subdivision be accepted into the State Secondary System. Included are the Board memorandum, Board resolution, a location map of the proposed roads, and the VDOT Form AM-4.3.

Staff recommends adoption of the attached resolution.


Fiscal Impact: N/A

FMS Approval, if Applicable: Yes ☐ No ☐

Assistant County Administrator

Doug Powell DP

County Administrator

Robert C. Middaugh 

Attachments:

1. Memorandum
2. Resolution
3. Location map
4. VDOT Form AM-4.3

Agenda Item No.: H-5

Date: April 24, 2012

MEMORANDUM

DATE: April 24, 2012

TO: The Board of Supervisors

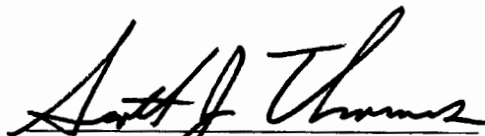
FROM: Scott J. Thomas, Engineering and Resource Protection Director

SUBJECT: Dedication of Streets in the Retreat Subdivision Phases One and Two

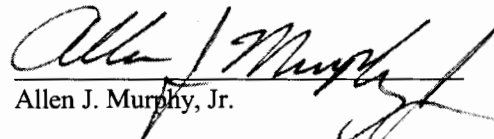
Attached is a resolution requesting acceptance of streets into the State Secondary Highway System. The streets proposed for acceptance are entirely located within Phases One and Two of The Retreat Subdivision within James City County.

Virginia Department of Transportation (VDOT)'s Secondary Street Acceptance Requirements (SSAR), effective March 2009, outline processes on how streets are designed, constructed and officially accepted for maintenance as part of the secondary system of state highways. Upon the satisfactory completion of construction of streets, VDOT advises and coordinates with the local governing body of the street's readiness for acceptance through the use of VDOT's Form AM-4.3. As part of the initial acceptance process, the County Board of Supervisors must request, by resolution, that VDOT accept the street for maintenance as part of the secondary system of state highways. Administrative procedures outlined in the SSAR/24VAC30-92-70 list criteria for street acceptance and what information is required on the local resolution. Once the resolution is approved, the signed Form AM-4.3 with the resolution is then returned to VDOT. VDOT then officially notifies the locality of the street's acceptance into the secondary system of state highways and the effective date of such action. This notification serves as start of VDOT maintenance responsibility. As part of the process, the County will hold an appropriate amount of subdivision or public improvement surety for the roadway, as required by local ordinances, until the acceptance process is complete. Also, within 30 days of the local governing body's request (resolution), VDOT requires a maintenance surety to be posted by the developer to guarantee performance of the street for one year from the date of acceptance.

Staff recommends the adoption of the attached resolution.


Scott J. Thomas

CONCUR:


Allen J. Murphy, Jr.

SJT/gb
Retreat-DedSts_mem

Attachments

RESOLUTION

DEDICATION OF STREETS IN THE RETREAT SUBDIVISION PHASES ONE AND TWO

WHEREAS, the streets described on the attached AM-4.3, fully incorporated herein by reference, are shown on plats recorded in the Clerk's Office of the Circuit Court of James City County; and

WHEREAS, the Residency Administrator for the Virginia Department of Transportation advised the Board that the streets meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation; and

WHEREAS, the County and the Virginia Department of Transportation entered into an agreement on July 1, 1994, for comprehensive stormwater detention which applies to this request for addition.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby requests the Virginia Department of Transportation to add the streets described in the attached Additions Form AM-4.3 to the secondary system of State highways, pursuant to § 33.1-229 of the Code of Virginia, and the Department's Subdivision Street Requirements.

BE IT FURTHER RESOLVED, the Board guarantees a clear and unrestricted right-of-way, as described and any necessary easements for cuts, fills, and drainage.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Residency Administrator for the Virginia Department of Transportation.

Mary K. Jones
Chairman, Board of Supervisors

ATTEST:

Robert C. Middaugh
Clerk to the Board

Adopted by the Board of Supervisors of James City County, Virginia, this 24th of April, 2012.

Retreat-DedSts_res

In the County of James City

By resolution of the governing body adopted April 24, 2012

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes in the secondary system of state highways.

A Copy Testee

Signed (County Official): _____

Report of Changes in the Secondary System of State Highways

Project/Subdivision The Retreat, Phases One and Two

Type Change to the Secondary System of State Highways: Addition

The following additions to the Secondary System of State Highways, pursuant to the statutory provision or provisions cited, are hereby requested; the right of way for which, including additional easements for cuts, fills and drainage, as required, is hereby guaranteed:

Reason for Change: New subdivision street

Pursuant to Code of Virginia Statute: §33.1-229

Street Name and/or Route Number

◆ Centennial Drive, State Route Number 1165

Old Route Number: 0

● From: Route 1164 Whispering Drive

To: Route 1168 Candle Light Court, a distance of: 0.17 miles.

Recordation Reference: Document 050022635

Right of Way width (feet) = 50 feet

Street Name and/or Route Number

◆ Centennial Drive, State Route Number 1165

Old Route Number: 0

● From: Route 1166 Manorwood Way

To: Route 1167 Serenity Lane, a distance of: 0.16 miles.

Recordation Reference: Document 020023583, PB. 88, Pg. 12

Right of Way width (feet) = 50 feet

Street Name and/or Route Number

◆ Centennial Drive, State Route Number 1165

Old Route Number: 0

● From: Route 1164 Whispering Drive

To: Route 1166 Manorwood Way, a distance of: 0.24 miles.

Recordation Reference: Document 020023583, PB. 88, Pg 10-13

Right of Way width (feet) = 50 feet

Street Name and/or Route Number

- ◆ Whispering Drive, State Route Number 1164

Old Route Number: 0

- From: Route 1165 Centennial Drive

To: Cul de sac, a distance of: 0.39 miles.

Recordation Reference: Document 990018570, Bk. 74, Pg. 44-46

Right of Way width (feet) = 50 feet

Street Name and/or Route Number

- ◆ Centennial Drive, State Route Number 1165

Old Route Number: 0

- From: Route 1168 Candle Light Court

To: Cul de sac, a distance of: 0.19 miles.

Recordation Reference: Document 050022635

Right of Way width (feet) = 50 feet

Street Name and/or Route Number

- ◆ Morning Dew Court, State Route Number 1169

Old Route Number: 0

- From: Route 1165 Centennial Drive

To: Cul de Sac, a distance of: 0.12 miles.

Recordation Reference: Document 050022635

Right of Way width (feet) = 50 feet

Street Name and/or Route Number

- ◆ Whispering Drive, State Route Number 1164

Old Route Number: 0

- From: Route 601 Barnes Road

To: Route 1165 Centennial Drive, a distance of: 0.12 miles.

Recordation Reference: Document 990018570, Bk. 74, Pg. 44-46

Right of Way width (feet) = 50 feet

Street Name and/or Route Number

- ◆ Centennial Drive, State Route Number 1165

Old Route Number: 0

- From: Route 1167 Serenity Lane

To: Cul de sac, a distance of: 0.13 miles.

Recordation Reference: Document 020023583, PB. 88, Pg 10-13

Right of Way width (feet) = 50 feet

Street Name and/or Route Number

- ◆ Serenity Lane, State Route Number 1167

Old Route Number: 0

- From: Route 1165 Centennial Drive

To: Cul de sac, a distance of: 0.13 miles.

Recordation Reference: Document 020023583, PB. 88, Pg 12

Right of Way width (feet) = 50 feet

Street Name and/or Route Number

- ◆ Candle Light Court, State Route Number 1168

Old Route Number: 0

- From: 1165 Centennial Drive

To: Cul de sac, a distance of: 0.16 miles.

Recordation Reference: Document 050022635

Right of Way width (feet) = 50 feet

Street Name and/or Route Number

- ◆ Manorwood Way, State Route Number 1166

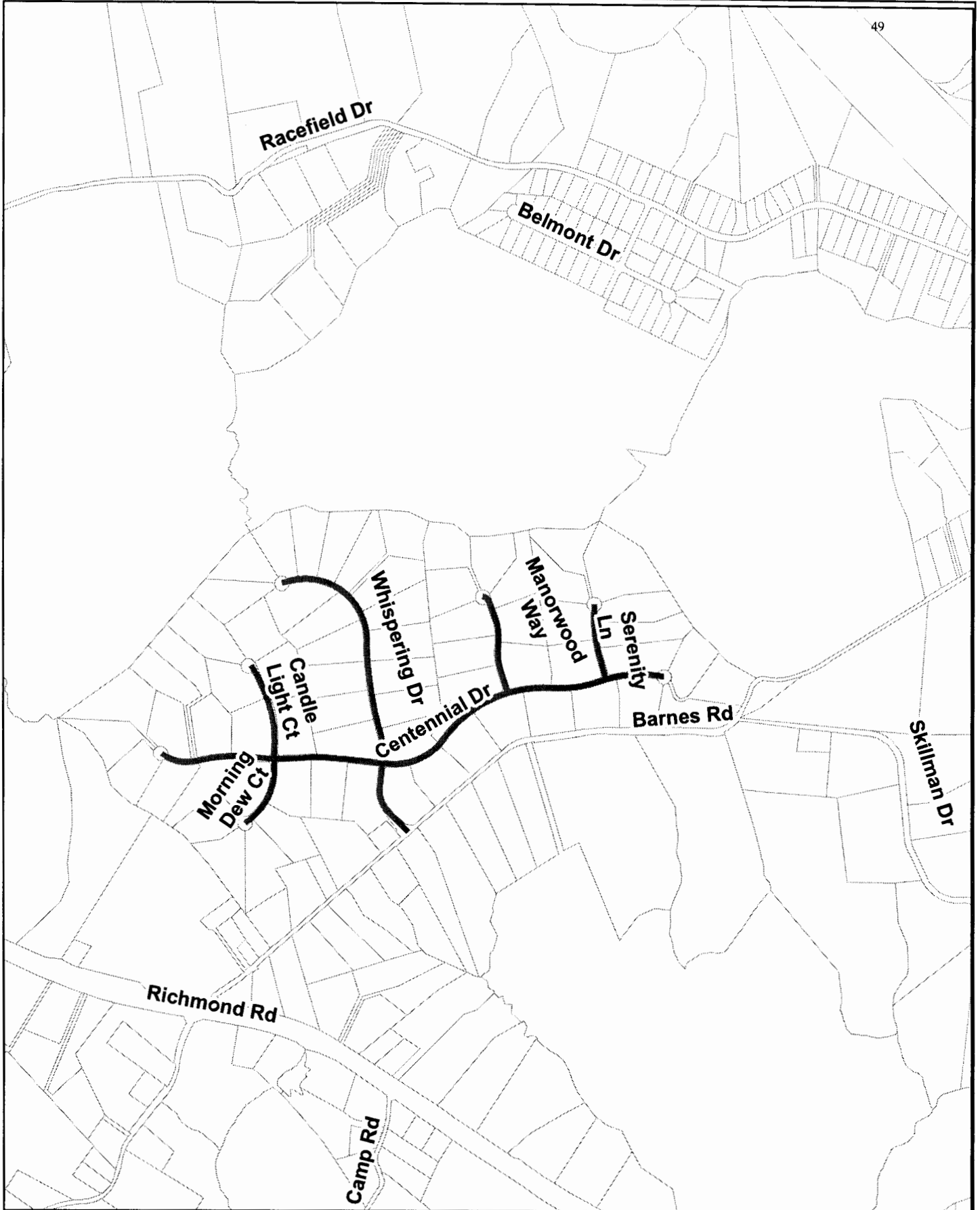
Old Route Number: 0

- From: Route 1165 Centennial Drive

To: Cul de sac, a distance of: 0.17 miles.


Recordation Reference: Document 020023583,PB. 88, Pg 12

Right of Way width (feet) = 50 feet



**DEDICATION OF STREETS IN THE RETREAT
PHASES I AND II**

Legend

 Streets to be Dedicated

1 inch = 1,000 feet



MEMORANDUM COVER

Subject: Section 8 Housing Choice Voucher Program Public Housing Agency (PHA) Plan

Action Requested: Shall the Board approve the resolution that authorizes submission of the Public Housing Agency (PHA) Plan and the Chairman to execute the PHA Certifications of Compliance with the PHA Plans and Related Regulations and Civil Rights Certification forms?

Summary: The James City County Office of Housing and Community Development (OHCD) is the designated PHA responsible for the operation of the Housing Choice Voucher Program (Section 8) within James City County.


Federal statutes and U.S. Department of Housing and Urban Development regulations require the preparation and submittal of a PHA Five-Year and Annual Plan by PHAs operating the Section 8 program. Execution and inclusion of the PHA Certifications of Compliance with PHA Plans and Related Regulations and Civil Rights Certification forms as part of the PHA Plan submittal package are required.

Staff recommends approval of the attached resolution and execution of the PHA Certifications of Compliance with PHA Plans and Related Regulations and Civil Rights Certification forms by the Chairman.


Fiscal Impact: N/A

FMS Approval, if Applicable: Yes ☐ No ☐

Assistant County Administrator

Doug Powell 

County Administrator

Robert C. Middaugh 

Attachments:

1. Memorandum
2. Resolution
3. PHA Five-Year and Annual Plan
4. PHA Certifications of Compliance with PHA Plans and Related Regulations
5. Civil Rights Certification

Agenda Item No.: H-6

Date: April 24, 2012

MEMORANDUM

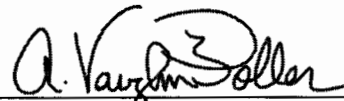
DATE: April 24, 2012
TO: The Board of Supervisors
FROM: A. Vaughn Poller, Housing and Community Development Administrator
SUBJECT: Section 8 Housing Choice Voucher Program Public Housing Agency (PHA) Plan

The James City County Office of Housing and Community Development (OHCD) is the designated Public Housing Agency (PHA) responsible for operation of the Section 8 Housing Choice Voucher Program within James City County. OHCD has prepared the required PHA Five-Year Plan for Fiscal Years 2013-2017, including the Annual Plan for FY 2013 ("PHA Plan"). The PHA plan includes information required by U.S. Department of Housing and Urban Development (HUD) regulations, including the agency's mission, goals, and objectives, as well as information regarding OHCD's current Section 8 Housing Choice Voucher programs and policies.

OHCD currently has 146 of 154 vouchers in use. In addition, OHCD administers 29 vouchers for families who have moved into the area. There are 8 vouchers not in use due to continued decreases in program funding, and 67 on the waiting list. OHCD currently receives a total of \$1,169,460 in program funding and fees.

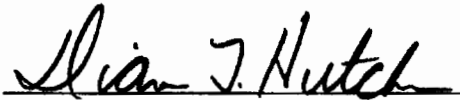
Staff has prepared the PHA Plan, provided opportunities for public review and comment, and submitted the Plan to the Virginia Department of Housing and Community Development (VDHCD) for certification that the PHA Plan is consistent with the Consolidated Plan of the Commonwealth of Virginia. The Plan has been available in the OHCD office for review, has been posted on the website, and advertised public meeting was held on April 16 to receive comments.

Staff recommends that the Board of Supervisors adopt the attached resolution to authorize submission of the PHA Plan to HUD and to authorize the Chairman to execute the attached PHA Certifications of Compliance with the PHA Plans and Related Regulations.



A. Vaughn Poller

CONCUR:



Diana F. Hutchens

AVP/gb
PHAVoucherPro_mem

Attachments

RESOLUTION

SECTION 8 HOUSING CHOICE VOUCHER PROGRAM

PUBLIC HOUSING AGENCY (PHA) PLAN

WHEREAS, the James City County Office of Housing and Community Development (OHCD) is designated as the Public Housing Agency, VA041, and authorized to operate the Section 8 Housing Choice Voucher Program within James City County; and

WHEREAS, the Quality Housing and Work Responsibility Act of 1998 created the Public Housing Agency ("PHA") Five-Year and Annual Plan requirement; and

WHEREAS, OHCD has prepared the Steamlined Five-Year PHA Plan for Fiscal Years 2013-2017, including Annual Plan for FY 2012 ("PHA Plan") and provided opportunities for public review and comment in accordance with U.S. Department of Housing and Urban Development (HUD) regulations.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the submission of the PHA Plan to HUD and the Chairman of the Board of Supervisors to execute the PHA Certifications of Compliance with the PHA Plans and Related Regulations form.

Mary K. Jones
Chairman, Board of Supervisors

ATTEST:

Robert C. Middaugh
Clerk to the Board

Adopted by the Board of Supervisors of James City County, Virginia, this 24th day of April, 2012.

PHAVoucherPro_res

PHA 5-Year and Annual Plan	U.S. Department of Housing and Urban Development Office of Public and Indian Housing	OMB No. 2577-0226 Expires 4/30/2011
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1.0	PHA Information PHA Name: James City County Office of Housing and Community Development PHA Code: VA041 PHA Type: <input type="checkbox"/> Small <input checked="" type="checkbox"/> High Performing <input type="checkbox"/> Standard <input type="checkbox"/> HCV (Section 8) PHA Fiscal Year Beginning: (MM/YYYY): 07/2011					
2.0	Inventory (based on ACC units at time of FY beginning in 1.0 above) Number of PH units: Number of HCV units: 154					
3.0	Submission Type <input checked="" type="checkbox"/> 5-Year and Annual Plan <input type="checkbox"/> Annual Plan Only <input type="checkbox"/> 5-Year Plan Only					
4.0	PHA Consortia <input type="checkbox"/> PHA Consortia: (Check box if submitting a joint Plan and complete table below.)					
	Participating PHAs	PHA Code	Program(s) Included in the Consortia	Programs Not in the Consortia	No. of Units in Each Program	
					PH	HCV
	PHA 1:					
	PHA 2:					
	PHA 3:					
5.0	5-Year Plan. Complete items 5.1 and 5.2 only at 5-Year Plan update.					
5.1	Mission. State the PHA's Mission for serving the needs of low-income, very low-income, and extremely low income families in the PHA's jurisdiction for the next five years: <i>To promote and support the provision of affordable, decent, safe, and sanitary housing for all county residents and to upgrade housing conditions, public facilities and services, land development patterns, and environmental quality in low- and moderate-income neighborhoods.</i>					
5.2	Goals and Objectives. Identify the PHA's quantifiable goals and objectives that will enable the PHA to serve the needs of low-income and very low-income, and extremely low-income families for the next five years. Include a report on the progress the PHA has made in meeting the goals and objectives described in the previous 5-Year Plan. 1. Improve the quality of assisted housing. Maintain/improve voucher management (SEMAP score). 2. Increase assisted housing choices. Provide voucher mobility counseling and conduct outreach efforts to potential voucher landlords. 3. Expand the supply of assisted housing. Leverage private or public funds to create additional housing opportunities. 4. Promote self-sufficiency and asset development of assisted households. Provide or attract supportive services to improve assistance recipients' employability and attract supportive services to increase independence for the elderly or families with disabilities.					
6.0	PHA Plan Update (a) Identify all PHA Plan elements that have been revised by the PHA since its last Annual Plan submission. NONE (b) Identify the specific location(s) where the public may obtain copies of the 5-Year and Annual PHA Plan. For a complete list of PHA Plan elements, see Section 6.0 of the instructions. Copies are available at the PHA's main administrative office located at 5320 Palmer Lane, Suite 1A, Williamsburg, VA 23188, and James City County Office of Housing and Community Development's page on James City County's web site, www.jamescitycountyva.gov .					
7.0	Hope VI, Mixed Finance Modernization or Development, Demolition and/or Disposition, Conversion of Public Housing, Homeownership Programs, and Project-based Vouchers. Include statements related to these programs as applicable.					
8.0	Capital Improvements. Please complete Parts 8.1 through 8.3, as applicable.					
8.1	Capital Fund Program Annual Statement/Performance and Evaluation Report. As part of the PHA 5-Year and Annual Plan, annually complete and submit the <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> , form HUD-50075.1, for each current and open CFP grant and CFFP financing.					
8.2	Capital Fund Program Five-Year Action Plan. As part of the submission of the Annual Plan, PHAs must complete and submit the <i>Capital Fund Program Five-Year Action Plan</i> , form HUD-50075.2, and subsequent annual updates (on a rolling basis, e.g., drop current year, and add latest year for a five year period). Large capital items must be included in the Five-Year Action Plan.					

8.3	Capital Fund Financing Program (CFFP). <input type="checkbox"/> Check if the PHA proposes to use any portion of its Capital Fund Program (CFP)/Replacement Housing Factor (RHF) to repay debt incurred to finance capital improvements.
9.0	Housing Needs. Based on information provided by the applicable Consolidated Plan, information provided by HUD, and other generally available data, make a reasonable effort to identify the housing needs of the low-income, very low-income, and extremely low-income families who reside in the jurisdiction served by the PHA, including elderly families, families with disabilities, and households of various races and ethnic groups, and other families who are on the public housing and Section 8 tenant-based assistance waiting lists. The identification of housing needs must address issues of affordability, supply, quality, accessibility, size of units, and location. Approximately two-thirds of renters in the James City County earning below 30% of AMI and half of those earning between 30% and 50% of AMI pay more than 30% of their income for housing. With a shortage of approximately 1,485 affordable units, increasing the supply of affordable units, along with maintaining the quality and accessibility of current units, will be essential to meeting the needs of voucher holders. Maintenance is becoming difficult for property owners under current economic conditions, especially rising utility costs. There is also a need for more affordable housing for seniors as evidenced by the only income restricted independent senior living community in the County which currently has a waiting list of 56. There are currently 67 applicants on the County's voucher waiting list. Of that total, 10 (15%) are elderly and 17 (26%) are families with disabilities. Fifty-six families on the waiting list have extremely low income and ten very low income.
9.1	Strategy for Addressing Housing Needs. Provide a brief description of the PHA's strategy for addressing the housing needs of families in the jurisdiction and on the waiting list in the upcoming year. Note: Small, Section 8 only, and High Performing PHAs complete only for Annual Plan submission with the 5-Year Plan. James City County continues to support developments applying for low income housing tax credits. Additionally, the County has applied for and received Community Development Block Grants to support housing rehabilitation and construction. Application for a 202 grant for additional housing for the elderly is also under consideration.
10.0	Additional Information. Describe the following, as well as any additional information HUD has requested. (a) Progress in Meeting Mission and Goals. Provide a brief statement of the PHA's progress in meeting the mission and goals described in the 5-Year Plan. Progress has been made in the following areas: James City County met its goal of voucher management improvement by receiving a score of 100 on the most-recent SEMAP. The PHA has been rated as a high performing agency, and our goal is to maintain that standard of excellence. By providing counseling to voucher holders considering moves to other jurisdictions and giving presentations at monthly meetings of local landlords on being/becoming a Section 8 landlord, more/improved assisted housing options are available for voucher holders. (b) Significant Amendment and Substantial Deviation/Modification. Provide the PHA's definition of "significant amendment" and "substantial deviation/modification" The James City County Office of Housing shall define "significant amendment" and "substantial deviation/modification" as: (1) revision to rent or admissions policies or the organization of the waiting list, and (2) any change with regard to homeownership program.
11.0	Required Submission for HUD Field Office Review. In addition to the PHA Plan template (HUD-50075), PHAs must submit the following documents. Items (a) through (g) may be submitted with signature by mail or electronically with scanned signatures, but electronic submission is encouraged. Items (h) through (i) must be attached electronically with the PHA Plan. Note: Faxed copies of these documents will not be accepted by the Field Office. (a) Form HUD-50077, <i>PHA Certifications of Compliance with the PHA Plans and Related Regulations</i> (which includes all certifications relating to Civil Rights) (b) Form HUD-50070, <i>Certification for a Drug-Free Workplace</i> (PHAs receiving CFP grants only) (c) Form HUD-50071, <i>Certification of Payments to Influence Federal Transactions</i> (PHAs receiving CFP grants only) (d) Form SF-LLL, <i>Disclosure of Lobbying Activities</i> (PHAs receiving CFP grants only) (e) Form SF-LLL-A, <i>Disclosure of Lobbying Activities Continuation Sheet</i> (PHAs receiving CFP grants only) (f) Resident Advisory Board (RAB) comments. Comments received from the RAB must be submitted by the PHA as an attachment to the PHA Plan. PHAs must also include a narrative describing their analysis of the recommendations and the decisions made on these recommendations. (g) Challenged Elements (h) Form HUD-50075.1, <i>Capital Fund Program Annual Statement/Performance and Evaluation Report</i> (PHAs receiving CFP grants only) (i) Form HUD-50075.2, <i>Capital Fund Program Five-Year Action Plan</i> (PHAs receiving CFP grants only)

PHA Certifications of Compliance with PHA Plans and Related Regulations	U.S. Department of Housing and Urban Development Office of Public and Indian Housing Expires 4/30/2011
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**PHA Certifications of Compliance with the PHA Plans and Related Regulations:
Board Resolution to Accompany the PHA 5-Year and Annual PHA Plan**

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X 5-Year and/or Annual PHA Plan for the PHA fiscal year beginning 7/1/12, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA certifies that there has been no change, significant or otherwise, to the Capital Fund Program (and Capital Fund Program/Replacement Housing Factor) Annual Statement(s), since submission of its last approved Annual Plan. The Capital Fund Program Annual Statement/Annual Statement/Performance and Evaluation Report must be submitted annually even if there is no change.
4. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Board or Boards in developing the Plan, and considered the recommendations of the Board or Boards (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
5. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
6. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
7. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identify any impediments to fair housing choice within those programs, address those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and maintain records reflecting these analyses and actions.
8. For PHA Plan that includes a policy for site based waiting lists:
 - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2006-24);
 - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
 - Adoption of site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
 - The PHA shall take reasonable measures to assure that such waiting list is consistent with affirmatively furthering fair housing;
 - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
9. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
10. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
11. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.

12. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.
13. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
14. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
15. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
16. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
17. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
18. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
19. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
20. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
21. The PHA provides assurance as part of this certification that:
 - (i) The Resident Advisory Board had an opportunity to review and comment on the changes to the policies and programs before implementation by the PHA;
 - (ii) The changes were duly approved by the PHA Board of Directors (or similar governing body); and
 - (iii) The revised policies and programs are available for review and inspection, at the principal office of the PHA during normal business hours.
22. The PHA certifies that it is in compliance with all applicable Federal statutory and regulatory requirements.

James City County Office of Housing and Community
Development

VA041

PHA Name

PHA Number/HA Code

☒ 5-Year PHA Plan for Fiscal Years 20¹³ - 20¹⁷

☒ Annual PHA Plan for Fiscal Years 20¹² - 20¹³

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Mary Jones	Chairman, Board of Supervisors
Signature	Date
	April 24, 2012

Civil Rights Certification

Annual Certification and Board Resolution

Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioner, I approve the submission of the Plan for the PHA of which this document is a part and make the following certification and agreement with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing.

James City County Office of Housing and
Community Development

VA041

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official Mary Jones	Title Chairman, Board of Supervisors
Signature	Date April 24, 2012

AGENDA ITEM NO. _____

MEMORANDUM

DATE: April 24, 2012

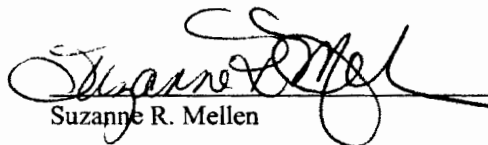
TO: The Board of Supervisors

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

SUBJECT: FY 2013-2014 County Budget

The purpose of the Public Hearing is to invite public comment on any aspect of the proposed FY 2013-2014 Budget, with the expectation that those public comments would become part of the agenda for the upcoming budget work sessions.

No action is expected of the Board at this meeting, but any questions would be helpful as we prepare for the budget work sessions. The budget work sessions are scheduled for Monday, April 30 at 7 p.m. and Wednesday, May 2 at 4 p.m. Staff expects to ask the Board to adopt the budget, as amended during the Budget Work Sessions at its meeting on May 8, 2012.



Suzanne R. Mellen

SRM/tlc
Fy11-12budget_mem

MEMORANDUM COVER

Subject: School Contract

Action Requested: Shall the Board approve the resolution to adopt the Joint School Contract?

Summary: The attached memo and resolution were deferred from your April 10, 2012 meeting. No changes have been made. This memorandum jointly transmits to the James City County Board of Supervisors and the City of Williamsburg City Council. The negotiated contract for the joint operation of schools between James City County and the City of Williamsburg has a contract period from the start of the Fiscal Year 2013 to the end of the Fiscal Year 2017.

The negotiated contract uses the previous five-year period contract for the joint operation of the schools as a base and modifies the agreement in a few areas.


The principal change to the agreement is the funding formula found in Section 1, Operational Costs. The proposed contract changes the allocation of funding between the County and the City from a single-year student count with a multiplier applied to a three-year average for student count with a multiplier applied. Maintaining the same level of multiplier, 1.14, that was in effect at the end of the last contract is recommended.

This contract is jointly recommended for approval of both legislative bodies. The contract is fair to both parties and provides more flexibility in dealing with fiscal matters in the future. This contract will enable the County and the City to continue the excellent working relationship experienced in the joint operation of the School system. Through the collaborative efforts of the County and the City, both communities enjoy a healthy and high quality school system. Both the County and the City should be very proud of this relationship as it is somewhat unique in the Commonwealth.

Fiscal Impact:

FMS Approval, if Applicable: Yes ☒ No ☐

Assistant County Administrator

Doug Powell 

County Administrator

Robert C. Middaugh 

Attachment:

1. Memorandum

Agenda Item No.: J-1

Date: April 24, 2012

SchoolCont_cvr

MEMORANDUM

DATE: April 10, 2012

TO: The Board of Supervisors

FROM: Jackson C. Tuttle, City Manager, City of Williamsburg
Robert C. Middaugh, County Administrator

SUBJECT: School Contract

This memorandum jointly transmits to the James City County Board of Supervisors and the City of Williamsburg City Council. The negotiated contract for the joint operation of schools between James City County and the City Williamsburg has a contract period from the start of the Fiscal Year 2013 to the end of the Fiscal Year 2017.

The negotiated contract uses the previous five-year period contract for the joint operation of the schools as a base and modifies the agreement in a few areas.

The principal change to the agreement is the funding formula found in Section 1, Operational Costs. The proposed contract changes the allocation of funding between the County and the City from a single-year student count with a multiplier applied to a three-year average for student count with a multiplier applied. Maintaining the same level of multiplier, 1.14, that was in effect at the end of the last contract is recommended. In fact the multiplier has a long history from the time the contract was based upon a local tax generating capacity formula. We agree that for the next five years continuing the existing 1.14 multiplier is fair to both parties.

The change to a three-year average for student counts is suggested as a more fair allocation method of School operating expenses than the previous one year count. By utilizing a three-year average, each party will have the ability to phase in student count increases rather than having to reflect that increase in one year alone. This change will allow the allocation of funds to be more level and not subject either party to large increases in any one year. In this year of the contract, the City will be able to benefit since their school count increased by 88 children, which represents a substantial percentage increase. In future years it is anticipated that the County will also be able to benefit from the three-year average, as typically the County has been the entity which has experienced growth in the student population. This model has been used successfully for several years in the allocation of funds at the regional jail, in which the County and the City are participants.

Also in Section 1 of the contract, a change to clarify those students that are exempted from the funding formula has been recommended. The original contract language exempted from the student count a facility that accommodated transient residency of children. Children who reside in hotels, motels, campgrounds, or some other type of nonresidential property have been added to the definition in order to have the definition be more inclusive and clear. It is always been the intent of the parties to exclude this category of child from the funding formula. In the fall of 2011, this added exemption would have resulted in excluding 15 children from the funding formula, a relatively minor impact.

Also in Section 1 of the contract a change has been recommended to deal with unexpended funds at year end. Current contract language is recommended to be deleted and changed to reflect that unexpended funds will become part of the appropriated funds for the next fiscal year, unless a specific spending plan and by the

School Board is approved by the County and the City. Further in the agreement, this same approach and logic is applied to a change recommended for any outstanding capital project balances in excess of \$500,000. This change in language is suggested both as a means to allow the Schools as well as the City and the County to have some measure of flexibility associated with spending. The change will allow a greater range of spending approvals to be provided by the County and the City to recognize changed circumstances or conditions.

Capital expenditures will be allocated by the same formula as operating costs except for the costs for a new school. The cost sharing for any additional school in the five years covered by this contract will be negotiated at that time between the City and the County.

There is also some minor language cleanup suggested to reflect the names of schools which were not known at the time of the last contract negotiation.

This contract is jointly recommended for approval of both legislative bodies. The contract is fair to both parties and provides more flexibility in dealing with fiscal matters in the future. This contract will enable the County and the City to continue the excellent working relationship experienced in the joint operation of the School system. Through the collaborative efforts of the County and the City, both communities enjoy a healthy and high quality school system. Both the County and the City should be very proud of this relationship as it is somewhat unique in the Commonwealth.

Jackson C. Tuttle

Robert C. Middaugh

RCM/nb
SchoolCont_mem

RESOLUTION #
JOINT RESOLUTION TO AMEND THE RESTATED
CONTRACT FOR THE JOINT OPERATION OF SCHOOLS,
CITY OF WILLIAMSBURG AND COUNTY OF JAMES CITY

DATE OF DOCUMENT: ~~March 27, 2007~~ _____, 2012

PREAMBLE

By Agreement dated October 9, 1980, the County School Board of James City County, Virginia, and the County of James City, parties of the first part and the School Board of the City of Williamsburg, Virginia and the City of Williamsburg, Virginia, parties of the second part entered into a restated contract for the operation of a joint school system, hereinafter referred to as the "Restated Contract."

By Resolution dated October 9, 1980, the City of Williamsburg (hereinafter referred to as "City") and the County of James City (hereinafter referred to as "County") and their respective school boards amended the funding formula as set forth in the Restated Contract.

By Resolution dated February 27, 1989, the City of Williamsburg and County of James City and their respective school boards, further amended the Restated Contract to provide that James City County would fully pay all costs of constructing three schools as described therein and that the County would have all ownership equity in such schools.

By Resolution dated December 12, 1991, by the City, December 16, 1991, by the County, and December 17, 1991, by the School Boards, (hereinafter referred to as "1991 Resolution") the parties

further amended the Restated Contract by repealing in its entirety the October 9, 1980, Restated Contract and substituting therefore new provisions for all aspects of the contract.

By Resolution dated April 11, 1996, by the City and April 30, 1996, by the County (hereinafter referred to as the "1996 Resolution"), the parties amended the Restated Contract.

By Resolution dated October 9, 2001, by the County, and October 11, 2001, by the City (hereinafter referred to as the "2001 Resolution,"), the parties amended the restated contract.

By Resolution dated November 14, 2006, by the County and November 9, 2006, by the City (hereinafter referred to as the "2006 Amendment"), the parties amended the restated contract.

By Resolution dated March 27, 2007, by the County, and April 12, 2007, by the City (hereinafter referred to as the "2007 Amendment,"), the parties amended the restated contract.

By Resolution dated _____, 2012, by the County, and _____, 2012, by the City (hereinafter referred to as the "2012 Amendment,"), the parties amended the restated contract.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that effective July 1, 2007~~12~~, the funding formula of the *Restated Contract* is amended as follows:

1. Operational Costs. Beginning Fiscal Year 2007~~12~~/2008~~13~~, City's contribution toward annual operational costs of the joint school system shall be:

- a. A portion of the total operational costs jointly approved by County and City for each fiscal year which portion shall be equivalent to the percentage of City students enrolled in the joint system determined as hereinafter set forth times an add-on factor that varies by year as follows:

<u>Year</u>	<u>Factor</u>
FY 2008 13	1.15 14
FY 2009 14	1.15 14
FY 2010 15	1.15 14
FY 2011 16	1.14
FY 2012 17	1.14

- b. For the purposes of calculating the percentage of City students under subparagraph a above, the average school division daily membership shall be computed as of September 30 of the preceding fiscal year which date is here defined as the “determination date.” The percentage thus obtained, *and the percentage determined for the two preceding fiscal years shall be averaged and the average* shall be used in applying the formula to the next fiscal year; provided, certain City/County student populations will be excluded from the funding formula set forth in 1a above as follows:

- Nonresidents (children living in other localities)
- Residents of halfway houses, group homes, detention centers, mental hospitals, or other institutions with no home address in either the City or County.
- Children for whom the school division cannot assign a home address in City or County.
- *Children who reside in hotels, motels, campgrounds, or some other type of non-residential property.*

Both City and County shall be entitled to review all pertinent school enrollment records to verify such calculations. Should either City or County, after reviewing such records wish to contest the accuracy of the calculation for any year, it must elect to do so by December 31 immediately following the September 30 calculation cutoff date. The contesting party shall give written notice to the other on or before December 31 specifying the basis of its disagreement. Upon receipt of such notice, the parties shall meet together as soon as is reasonable practicable and shall in good faith attempt to resolve the dispute. Should such efforts fail, each party shall appoint a certified public accountant as its arbitration representative. Such representatives shall choose an attorney at law duly licensed to practice in Virginia as a third arbitrator. The decision of the arbitrators shall bind both parties. Each party shall compensate its own accountant and the fees of the attorney shall be equally shared by the parties.

“Operational Costs” are all costs of operating the joint school system other than Capital Project Costs and shall include, but not be limited to: Administration, operation of school plants, routine maintenance of school plants, instructional costs, F.I.C.A. taxes and other employer funded employment benefits, repair and replacement of furnishing and equipment.

c. ~~The School board shall be permitted to retain and determine the use of any year-end surplus operating funds up to an amount equal to \$500,000. Any operating funds that exceed that amount shall be dedicated to, the Capital Budget for the following year for projects appearing in the adopted five-year capital improvement programs of both the City and the County. Based on § 22.1-100 of the Code of Virginia, local school funds unexpended in any year shall become a part of the appropriated funds of the City and County for the School Board for the following year. However, based on a spending plan submitted by the School Board, unexpended local funds at year-end may be appropriated by the City and County for school purposes beyond those previously funded.~~

d. City and County shall pass through any and all of their shares of the State Sales Tax for schools to the schools. The School Board shall determine how such funds shall be used.

e. City and County shall have a responsibility to their respective citizens to assure that funding provided to the school system is spent wisely and efficiently in achieving quality of education for the students.

The funding formula calculated for operational costs in Section 1, above, shall be used to determine the funding by City and County for all Capital Project Costs approved by their respective governing bodies, ~~except that the City's share of funding for the fourth middle school, ninth elementary school, and any school additions primarily of classroom space shall be three and one quarter percent (3 1/4%) of the Capital Project costs. The foregoing notwithstanding, if any new school other than the fourth middle school and the ninth elementary school are to be contracted for during the five-year term of this agreement, none of which are currently contemplated by the parties, the City and County shall negotiate their respective participation at that time.~~

"Capital Project Costs" shall include: (a) All costs of land acquisition; all costs of land lease having a term of at least ten (10) years, including but not limited to rents and lease negotiation fees and costs; (b) all construction costs of new buildings including all architectural, engineering, consultation and other design and development costs related thereto; (c) all costs of equipping new buildings, building additions and renovations and other structures or facilities; (d) all construction costs for major renovations of and/or additions to existing buildings, structures and facilities, including all architectural, engineering, consultation and other design and development costs related thereto ("major" being defined for purposes of subsections (d), (e), and (f) as an expenditure in excess of \$50,000); (e) all major studies such as engineering, feasibility, etc., related to existing or proposed school facilities, sites, properties, equipment,

etc., (f) all costs for acquisition of major equipment and mechanical systems whether new or replacement;
 (g) expansion of existing school bus fleet.

City and County agree, for any School capital project with an estimated cost of \$1 million or more, to appropriate funds to the project in two phases:

Phase 1 shall include site acquisition and sufficient engineering and design services to produce reliable cost estimates. Constructability, peer review and value engineering reports shall be reviewed and critically evaluated. The expected capital improvement impact of any required school attendance zone redistricting shall also be evaluated during Phase 1. This includes identification of additional buses or design changes to existing school facilities to meet new zone requirements.

Phase 2 shall come at the conclusion of Phase 1 and shall result in an appropriation of sums sufficient for construction.

Any capital project balance not to exceed \$500,000 may be retained by the School Board if these funds are invested in a capital project included in the adopted five-year capital improvement programs of both City and County. Project balances exceeding \$500,000 shall be ~~returned to the City and County in the same proportion as they were contributed~~ *considered in the same way as unexpended local funds in the operating budget, paragraph 1(c) of this agreement.*

FURTHER RESOLVED that paragraphs 3 through 6 of the Restated Contract are hereby amended and restated as follows:

3. Termination. Either the Williamsburg City Council or the James City County Board of Supervisors may elect to terminate this contract at any time by giving written notice to the other. Unless City and County shall agree otherwise, termination shall become effective at the close of the school year next following the school year during which notice was given.

In the event of termination, the City shall have one hundred percent (100%) equity in all school facilities located within the City's corporate limits and the County shall have one hundred percent (100%) equity in all school facilities located in the County; provided, however, that the non-situs locality shall have an equity interest in any real property located in the other locality which was used for school purposes, equal to all capital contributions made by the non-situs locality for the erection or improvement of buildings on such real property subsequent to July 1, 1997; provided, however, that City's capital contributions made under the provisions of this contract attributed to the construction of Matoaka Elementary School, *Hornsby Middle School, and Blayton Elementary School* and the unnamed fourth middle and ninth elementary schools shall be considered as an increase in City's equity position in Warhill High School or any other currently operating school buildings chosen by City. City relinquishes all equity interest in Matoaka Elementary School, *Hornsby Middle School, and Blayton Elementary School* and the unnamed fourth middle and ninth elementary schools effective November 1, 2006.

In event that any building previously used for educational purposes under this contract ceases to be used as such, and is declared surplus by a resolution of the School Board, then full ownership of such building, the land upon which it is located, together with all other related facilities, shall vest in the locality in which the building is located; provided, however, that the non-situs locality shall have an equity interest in such building and land, equal to all capital contributions made by the non-situs locality for the erection or improvement of such building subsequent to July 1, 1997.

“Facilities” shall include all real and personal property located at a school site. School-owned real property not identified with a specific school site and owned as of June 30, 2002, shall be distributed 26% to City and 74% to County. Real property acquired after June 30, 2002, shall be distributed based on the proportional funding at the time the acquisition/construction is made. Personal property not identified with a specific school site shall be distributed between City and County on a formula that represents the average operating budget funding percentage as calculated using the five most recent annual budgets. Such non school site property includes, but is not limited to, central administration and operations real and personal property, school buses, vehicles and equipment not used primarily at a particular school.

In applying the above percentages to non school site property, the current values of such properties shall be determined as follows:

Real Property - Fair market value based on comparable sales and highest and best use.

School Buses - As shown in most recent issue of valuation booklet for school buses, “Yellow Book” published by Yellow School Buses, P.O. Box 261, Los Angeles, CA 90078 or if out of publication, as determined by other mutually agreeable method.

Other Personal - Acquisition cost depreciated over five (5) years with ten percent (10%) salvage value.

4. School Board Membership. Effective July 1, 1993, City’s School Board shall consist of two (2) members and County’s School Board shall consist of five (5) members. The two School Boards shall serve as one Board for all decisions regarding operation of the joint school system including the hiring and firing of the superintendent.

5. Review of Contract. The Restated Contract as here amended shall be reviewed by City and County prior to the fiscal year beginning July 1, 2012~~7~~, and every fifth (5th) year thereafter. Each review shall commence not later than January of the previous fiscal year. The parties intend that any subsequent amendments to the Restated Contract shall result from the regularly scheduled reviews, and each party represents to the other its intent to withhold requests for further amendments until the time of such scheduled reviews unless urgent necessity dictates otherwise.

6. Effective Date of Amendments. All future amendments to the Restated Contract as here amended shall become effective on the July 1 following the fiscal year in which the parties reach written agreement as to such amendment.

IN WITNESS WHEREOF, Pursuant to resolution duly adopted, the City of Williamsburg, Virginia, on this ____ day of _____, 2012; the County of James City on the ____ day of _____, 2012.

COUNTY OF JAMES CITY

By: _____
Chairman

ATTEST:

Clerk

CITY OF WILLIAMSBURG

By: _____
Mayor

ATTEST:

Clerk

SchoolContract-March2012_res

MEMORANDUM COVER

Subject: Urging the Undergrounding of the Proposed 500 kV Utility Line Underneath the James River

Action Requested: Shall the Board adopt the resolution that urges the undergrounding of the proposed 500 kV utility line underneath the James River?

Summary: Dominion Virginia Power has proposed an alternative route for the proposed 500 kV utility line, known as the Surry-Skiffes Creek Alternative. This route travels over approximately 14,500 linear feet of the James River, reaches land in the County at the BASF property, crosses Route 60, and runs adjacent to the Whispering Pines mobile home park.

At its last meeting, the Board requested that staff prepare a resolution urging the undergrounding of the proposed 500 kV utility line underneath the James River if the Surry-Skiffes Creek Alternative is selected. The attached resolution also expresses concern that the proposed towers not adversely affect industrial parcels of economic significance.

Staff recommends approval of the attached resolution.

Fiscal Impact:

FMS Approval, if Applicable: Yes ☐ No ☐

Assistant County Administrator

Doug Powell 

County Administrator

Robert C. Middaugh 

Attachments:

1. Memorandum
2. Resolution

Agenda Item No.: J-2

Date: April 24, 2012

AGENDA ITEM NO. J-2**MEMORANDUM**

DATE: April 24, 2012
TO: The Board of Supervisors
FROM: Robert C. Middaugh, County Administrator
SUBJECT: Urging the Undergrounding of the Proposed 500 kV Utility Line Underneath the James River

Dominion Virginia Power has proposed an alternative route for the proposed 500 kV utility line, known as the Surry-Skiffes Creek Alternative. This route travels over approximately 14,500 linear feet of the James River, reaches land in the County at the BASF property, crosses Route 60, and runs adjacent to the Whispering Pines mobile home park.

At its last meeting, the Board requested that staff prepare a resolution urging the undergrounding of the proposed 500 kV utility line underneath the James River if the Surry-Skiffes Creek Alternative is selected. The attached resolution also expresses concern that the proposed towers not adversely affect industrial parcels of economic significance.

Staff recommends approval of the attached resolution.

Robert C. Middaugh

RCM/nb
500kVEITranLn_mem

Attachment

RESOLUTION

URGING THE UNDERGROUNDING OF THE PROPOSED 500 kV UTILITY

LINE UNDERNEATH THE JAMES RIVER

- WHEREAS, Virginia Electric and Power Company, d/b/a/ Dominion Virginia Power (Dominion), has proposed an alternative route for a new 500 kV electric transmission line, known as the Surry-Skiffes Creek Alternative; and
- WHEREAS, the Surry-Skiffes Creek route travels over approximately 14,500 linear feet of the James River, reaches land in James City County at the BASF property, crosses Route 60, and runs adjacent to the existing Whispering Pines mobile home park; and
- WHEREAS, the James River is part of the Captain John Smith Chesapeake National Historic Trail, the nation's first all water national historic trail; and
- WHEREAS, the James River is also designated as a Virginia Scenic River and as an "America's Founding River," designations that recognize the importance of the river in the nation's history and as a scenic and tourism resource that should be protected; and
- WHEREAS, the James River is on the Nationwide Rivers Inventory (NRI), a listing of river segments that are believed to possess one or more "outstandingly remarkable" natural or cultural values judged to be of more than local or regional significance; and
- WHEREAS, a 1979 Presidential Directive requires all federal agencies to seek to avoid or mitigate actions that would adversely affect one or more NRI segments; and
- WHEREAS, the visual impact of the power lines crossing the James River will be a significant detriment to the visual and historic nature of the river; and
- WHEREAS, putting the electrical transmission lines on towers across the James River will have a detrimental impact on tourism, tourist attractions, existing and proposed transient occupancy along the James River, and property values of nearby waterfront properties; and
- WHEREAS, installing the electrical transmission lines under the James River will not only eliminate the adverse impacts it will also provide a safer and better long-term solution to providing electrical power Dominion customers; and
- WHEREAS, the transmission line in James City County crosses several industrial parcels of economic significance to the County, which access might be adversely affected by the transmission line tower placement and preclude VDOT acceptance of roads to access the industrial parcels; and
- WHEREAS, the visual impact on residential development should be minimized to the extent feasible.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby urges Dominion to place the proposed Surry-Skiffes Creek electrical transmission lines underground for that portion which crosses the James River.

BE IT FURTHER RESOLVED that the Board of Supervisors of James City County, Virginia, hereby urges Dominion to locate any transmissions line towers in the County in such a manner to both allow appropriate access to impacted parcels and the ability to have parcel access roads accepted in the VDOT system.

BE IT FURTHER RESOLVED that the Board of Supervisors directs the County Administrator and County Attorney to intervene on behalf of James City County in the State Corporation Commission permitting process to all appropriate actions to see that the Dominion 500 kV electric transmission line is built under the James River.

Mary K. Jones
Chairman, Board of Supervisors

ATTEST:

Robert C. Middaugh
Clerk to the Board

Adopted by the Board of Supervisors of James City County, Virginia, this 24th day of April, 2012.

500kVEITranLn_res

RESOLUTION

CERTIFICATION OF CLOSED MEETING

WHEREAS, the Board of Supervisors of James City County, Virginia, (Board) has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby certifies that, to the best of each member's knowledge: i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies; and ii) only such public business matters were heard, discussed, or considered by the Board as were identified in the motion, Section 2.2-3711(A)(1) of the Code of Virginia, consideration of a personnel matter(s), the appointment of individuals to County boards and/or commissions.

Mary K. Jones
Chairman, Board of Supervisors

ATTEST:

Robert C. Middaugh
Clerk to the Board

Adopted by the Board of Supervisors of James City County, Virginia, this 24th day of April,
2012.

042412ex_res

RESOLUTION

CERTIFICATION OF CLOSED MEETING

WHEREAS, the Board of Supervisors of James City County, Virginia, (Board) has convened a closed meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby certifies that, to the best of each member's knowledge: i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the closed meeting to which this certification resolution applies; and ii) only such public business matters were heard, discussed, or considered by the Board as were identified in the motion, Section 2.2-3711(A)(3) of the Code of Virginia, consideration of acquisition/disposition of a parcel/parcels of property for public use.

Mary K. Jones
Chairman, Board of Supervisors

ATTEST:

Robert C. Middaugh
Clerk to the Board

Adopted by the Board of Supervisors of James City County, Virginia, this 24th day of April, 2012.

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