

A G E N D A
JAMES CITY COUNTY BOARD OF SUPERVISORS
REGULAR MEETING
County Government Center Board Room
101 Mounts Bay Road, Williamsburg, VA 23185
May 24, 2016
6:30 PM

A. CALL TO ORDER

B. ROLL CALL

C. MOMENT OF SILENCE

D. PLEDGE OF ALLEGIANCE

1. Pledge Leader - Savannah and Madison Porter, 2nd grade students at Clara Byrd Baker Elementary School and residents of the Berkeley District

E. PUBLIC COMMENT - Until 7 p.m.

F. PRESENTATIONS

G. CONSENT CALENDAR

1. Minutes Adoption - January 23, 2016 Budget Retreat, April 26, 2016 Regular Meeting, and May 2, 2016 Budget Work Session
2. Memorandum of Understanding with the James City County Treasurer
3. Contract Award - Norge Elementary School Best Management Practice Modifications - \$205,000 - Stonehouse District
4. Contract Award - Clara Byrd Baker Elementary School Stormwater Retrofits - \$339,260 - Berkeley District
5. FY 2016 CMAQ Incentive Program- \$45,200

H. PUBLIC HEARING(S)

1. Resolution Authorizing a Right-of-Way and Easement Agreement with Dominion Virginia Power - 191 Clark Lane - Powhatan District
2. Lease for Olde Towne Medical and Dental Center - Powhatan District

I. BOARD CONSIDERATION(S)

J. BOARD REQUESTS AND DIRECTIVES

K. REPORTS OF THE COUNTY ADMINISTRATOR

1. County Administrator's Report

L. PUBLIC COMMENT

M. CLOSED SESSION

N. ADJOURNMENT

1. Adjourn until 6:30 pm on June 14, 2016 for the Regular Meeting

ITEM SUMMARY

DATE: 5/24/2016

TO: The Board of Supervisors

FROM: Teresa J. Fellows, Administrative Coordinator

SUBJECT: Pledge Leader - Savannah and Madison Porter, 2nd grade students at Clara Byrd Baker Elementary School and residents of the Berkeley District

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	5/10/2016 - 3:42 PM

ITEM SUMMARY

DATE: 5/24/2016

TO: The Board of Supervisors

FROM: Teresa J. Fellows, Administrative Coordinator

SUBJECT: Minutes Adoption - January 23, 2016 Budget Retreat, April 26, 2016 Regular Meeting, and May 2, 2016 Budget Work Session

ATTACHMENTS:

	Description	Type
▣	012316 Budget Retreat	Minutes
▣	042616 Regular Meeting	Minutes
▣	050216 Budget Work Session	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	5/17/2016 - 12:52 PM

MINUTES
JAMES CITY COUNTY BOARD OF SUPERVISORS
BUDGET RETREAT
County Government Center Board Room
101 Mounts Bay Road, Williamsburg, VA 23185
January 23, 2016
8:30 AM

A. CALL TO ORDER

B. ROLL CALL

John J. McGlennon, Vice Chairman, Roberts District
Ruth M. Larson, Berkeley District
Kevin D. Onizuk, Jamestown District
P. Sue Sadler, Stonehouse District
Michael J. Hipple, Chairman, Powhatan District

Bryan J. Hill, County Administrator
Suzanne R. Mellen, Director of Financial and Management Services

C. PRESENTATIONS

1. Presentation FY 17

Mr. Hill briefed the Board about some slight changes to the agenda for the meeting. The order in which items are presented to the Board have changed slightly from the previously listed agenda in order to create a more fluid exchange and dialogue.

2. Water

Mr. Doug Powell, General Manager of James City County Service Authority (JCSA), briefed the Board on the current status of water supply. His briefing contained information about the status of the Department of Environmental Quality Permit, as well as the Virginia Department of Health Permit.

Mr. Powell's briefing moved into long-term planning of JCSA water supply needs. The options that were presented were to purchase water from Newport News Water Works or to build a new water facility.

Mr. Hill interjected that he wanted the briefing to include the long-term water needs, due to the length of time that it takes for the permitting process if the Board of Supervisors decided to pursue a new water plant. He stated that a permit to build a water facility, along with construction and debt management in association with the new water facility, could possibly take up to ten years to complete.

Mr. Powell continued his presentation with a briefing on the financial status of the JCSA in regards to the long-term revenues and expenditures and how those items are a portion of the overall bond rating of the County.

Mr. Hill closed this portion of the meeting by explaining that the budget retreat is to provide information to the Board of Supervisors so that the members would have

information about items and topics that will be presented to the Board over the coming weeks and months.

3. Financial Update/Debt Portfolio

Ms. Suzanne Mellen, Director of Financial and Management Services, briefed the Board regarding the costs associated with building a new water plant. She continued to show a longer-term projection of how the County's debt service is being handled. This portion of the briefing included information on the current debt amount and the rate at which it is being paid off. Projections were also shown for the debt that will be incurred as a result of the fourth middle school and if the County takes debt in order to pay for a water plant.

Ms. Mellen stated that if the County needs to take out a bond in order to pay for a water plant for JCSA, the JCSA would pay those funds back to the County over time.

Ms. Mellen continued to show the FY 15 budget surplus of about \$2.4 million and where the overage was generated. There is also a surplus expected for the current fiscal year of approximately \$1.2 million. She continued her presentation with a portion covering the changes of revenues historically over the past several years, along with a projection for the current fiscal year.

The Board agreed to take a brief break.

4. Review of the Five Strategic Initiatives

Mr. Hill opened the discussion of the Five Strategic Initiatives.

Mr. John Horne, Director of General Services, gave a presentation on County Appearance. This presentation included information on the Clean County Commission, road landscaping, parks and James City County sites. He continued his briefing with information about a ten-year capital maintenance study for existing facilities. Mr. Horne moved on to a portion that included Capital Improvement Projects, specifically stormwater management projects.

Ms. Larson asked that a meeting be held in the Berkeley District about stormwater management.

Mr. Russell Seymour, Director of the Office of Economic Development, gave a presentation on the current status of Economic Development within James City County. His briefing explained the current status of business moving into the County. Mr. Seymour stated that the biggest obstacle facing the County, in an economic development stance, is the availability of space for the manufacturing businesses that the County is attracting.

Mr. Paul Holt, Director of Planning, presented a status update on transportation issues within the County to include current projects, upcoming projects and projects that will need to be addressed in the future.

5. Education

Ms. Mellen, provided the Board with information about the current status of education funding for the Williamsburg-James City County (WJCC) school system. She continued the discussion by explaining the current shortfall for the school system for the fiscal year. The topic of the fourth middle school project was discussed amongst the members. The Board suggested that there be a joint meeting between the Board of Supervisors, the

WJCC School Board and the City of Williamsburg to further discuss the status of the WJCC budget.

Ms. Mellen provided information to the Board about the projected increases in the General Fund for the FY 18 and how that increase relates to increases in expenses for the WJCC school system.

6. Goals of the Board

A motion to Postpone was made by Mr. McGlennon and the motion result was Passed.

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

Ayes: McGlennon, Larson, Onizuk, Sadler, Hipple

The Board agreed to postpone this discussion item until a work session on February 9, 2016, at 3 p.m.

D. BOARD DISCUSSIONS/GUIDANCE

E. ADJOURNMENT

1. Adjourn until 6:30 p.m. on January 26, 2016, for the Regular Meeting

A motion to Adjourn was made by Ms. Larson and the motion result was Passed.

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

Ayes: McGlennon, Larson, Onizuk, Sadler, Hipple

At 12:02 p.m., Mr. Hipple adjourned the Board.

Bryan J. Hill
County Administrator

MINUTES
JAMES CITY COUNTY BOARD OF SUPERVISORS
REGULAR MEETING
County Government Center Board Room
101 Mounts Bay Road, Williamsburg, VA 23185
April 26, 2016
6:30 PM

A. CALL TO ORDER

B. ROLL CALL

John J. McGlennon, Vice Chairman, Roberts District
Ruth M. Larson, Berkeley District
Kevin D. Onizuk, Jamestown District
P. Sue Sadler, Stonehouse District
Michael J. Hipple, Chairman, Powhatan District

Bryan J. Hill, County Administrator
Adam R. Kinsman, County Attorney

C. MOMENT OF SILENCE

D. PLEDGE OF ALLEGIANCE

Pledge Leader – Justin Warner, a 5th grade student at James River Elementary School and resident of the Roberts District.

E. PUBLIC COMMENT

1. Ms. Rosanne Reddin, 4700 President's Court, addressed the Board about the eight arms of government programs.
2. Mr. Paul Van Riper, 161 Waterton, addressed the Board about the County planning process.
3. Ms. Betty Walker, 101 Locust Street, addressed the Board about the Federal Reserve Bank.
4. Mr. Howard Ware, 46 Whitakers Mill, addressed the Board about the County planning process.
5. Mr. Chris Henderson, 101 Keystone, addressed the Board about the strategic planning process and the cutting of the medians prior to the upcoming golf tournament.

Mr. Hipple recessed the Board until 7 p.m.

F. PRESENTATIONS

G. CONSENT CALENDAR

A motion to Approve was made by Ruth Larson and the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0
Ayes: McGlennon, Larson, Onizuk, Sadler, Hipple

1. Minutes Adoption - March 8, 2016, Regular Meeting
2. Contract Award - Community Video Center HVAC Replacement - \$300,228
3. Dedication of Battery Boulevard

H. PUBLIC HEARING(S)

1. Williamsburg Indoor Sports Complex (WISC) Pool Addition

A motion to Approve was made by Kevin Onizuk and the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0
Ayes: McGlennon, Larson, Onizuk, Sadler, Hipple

Mr. John Carnifax, Director of Parks and Recreation, addressed the Board giving a summary of the memorandum included in the Agenda Packet.

Ms. Larson asked about the specifics of the pool proposed.

Mr. Carnifax stated that WISC is still in the design phase of the project because they did not want to get too far down that path if the lease of additional land was not going to be approved.

General discussion ensued about the needs of lane space for the high school swim teams and the competitive teams.

Mr. McGlennon questioned if the new facility would have to comply with parking regulations.

Mr. Carnifax stated yes, staff has looked at the available parking. The nice thing about swim practices is that they happen during the early morning hours and not typically when other sports are happening.

Mr. McGlennon questioned if the topography is adequate without any environmental concerns.

Mr. Carnifax stated that WISC has sent over some preliminary plans to the Engineering and Resource Protection Division for its review and has received their comments.

As there were no other questions for staff, Mr. Hipple opened the Public Hearing.

1. Mr. Chris Henderson, 101 Keystone, questioned the stormwater implications and how the utilities will be handled.

As there were no other registered speakers, Mr. Hipple closed the Public Hearing.

Mr. McGlennon stated that as he understands this item, the Board is voting tonight to authorize the lease of the additional land to WISC. The Board is not approving a building plan or site plan at this time, and any building will have to go through the same process as any other private sector business wishing to build.

Mr. Hill stated correct.

2. FY 17-18 County Budget

Ms. Suzanne Mellen, Director of Financial and Management Services, introduced the video presentation on the Budget. She stated that no action is required this evening. There are two Budget work sessions scheduled for 4 p.m. on May 2 and 4, and it is expected that the Board will adopt the County Budget and JCSA Budget at the May 10 Board meeting.

As there were no questions for staff, Mr. Hipple opened the Public Hearing.

1. Ms. Karlene Jennings, Chair of the Williamsburg Area Arts Commission, 4453 Eagle Brook Drive, addressed the Board giving an update on the activities of the Commission over the past year and presenting their funding request for FY 17.
2. Mr. Frank Polster, 420 Hempstead Road, addressed the Board in support of the Stormwater Capital Improvements Program 2017-2021 and thanked the Board for its continued funding for stormwater improvement projects.
3. Ms. Judy Fuss, 3509 Hunters Ridge, addressed the Board in support of the presented budget, the budget process and urged the Board to not skew the budget by adding in another project at the eleventh hour.
4. Ms. Kathy Woollum, President of the Lafayette Athletic Boosters, 121 Tayside, addressed the Board about the need for an auxiliary gym at Lafayette High School (LHS). With the demolition of James Blair and the construction of the new middle school on that site, the athletes of Lafayette will lose access to the James Blair gym and practice fields.
5. Ms. Bambi Walters, 5112 Shoreline Court, addressed the Board about the need for an auxiliary gym at LHS and its inclusion in the FY 17 County Budget.
6. Mr. David Jarmon, 3646 South Square, addressed the Board about the budget planning process, especially the School's disjointed budgetary process and indifference to establishing a coordinated and cooperative process with its funders, the City and the County.
7. Ms. Lisa Ownby, 10 Whitaker Court, addressed the Board in support of including an auxiliary gym at LHS in the FY 17 County Budget.
8. Ms. Suzie Yeats, 6 Menife Court, addressed the Board in support of including an auxiliary gym at LHS in the proposed budget and to rectify the inequality between the three high schools.
9. Ms. Kristan Holm, 107 Leeds, addressed the Board about the inequality between the three high schools and asked that the LHS auxiliary gym be included in the proposed budget.
10. Mr. Randall Holm, 107 Leeds, addressed the Board stating that there seems to be little disagreement that LHS needs an auxiliary gym, but now it needs to make it into the budget and receive funding. The sense of urgency is real with the imminent demolition of James Blair.

11. Mr. Jay Everson, 103 Branscome Boulevard, addressed the Board stating that he is surprised that the LHS issues were not included in the recent bonding issue. He stated that the improvement project at Norge Elementary School should not be pushed back in order to do the auxiliary gym, it is all a matter of fund allocation.
12. Mr. Brian Erwin, 107 Gullane, addressed the Board about the scheduling challenges that LHS student athletes experience due to not having gym space and having to utilize facilities around the community. He asked for the LHS auxiliary gym be included in the budget.
13. Ms. Lisa Lucas, 103 Muirfield, addressed the Board in support of the inclusion of the LHS auxiliary gym in the upcoming budget.
14. Mr. Tinsley Goad, 118 Ferncliff Drive, addressed the Board in support of the inclusion of the LHS auxiliary gym in the upcoming budget. He stated that this is not a new issue, it has been kicked down the road for many, many years.
15. Mr. Chris Henderson, 101 Keystone, addressed the Board stating that there is a lack of equity between the taxpayers who live in neighborhoods with strong Homeowners Associations (HOAs) and are paying for stormwater programs in neighborhoods that do not have HOAs. He urged the Board to create special taxing districts for areas without HOAs to deal with the stormwater issues instead of forcing all taxpayers to pay for them.
16. Ms. Danielle Morgan, 3908 Grove Gate Lane, addressed the Board in support of the inclusion of the LHS auxiliary gym in the upcoming budget.
17. Commander Tommy Neville, 204 Blackheath, addressed the Board in support of the auxiliary gym at LHS and stated that this situation has been 18 years coming. It is time to rectify the inequity between the high schools and give the LHS students the facilities they deserve.

As there were no other registered speakers, Mr. Hipple closed the Public Hearing.

Mr. Hipple stated that no action is required of the Board this evening. There are budget work sessions scheduled for May 2 and 4 at 4 p.m. He thanked the parents and students for their participation in the process and their comments this evening. He stated this is not a situation that the Board takes lightly and they do hear the support and the need that is being voiced. He stated that there is a communication issue between the three parties involved, the City, the County and the Williamsburg-James City County School Board. We are pushing for the School Liaison Committee to meet regularly and the Chairs and Administrators will meet regularly as well.

Mr. McGlennon stated that it has always been his practice to go through a Budget process and evaluate the evidence given and then listening to the citizens. He thanked the parents and students that came to speak this evening for the passion and concern for their students and for their very articulated arguments presented. He stated that he hopes that everyone will remember that LHS offers an outstanding education to all the students in that district.

Mr. Onizuk thanked everyone for coming out tonight and becoming involved in the process. He has stated that he believes the LHS auxiliary gym is a sooner than later project, but no decision will be made this evening. This is part of the budget process.

Ms. Sadler thanked the parents and students for coming tonight to express their support for their school and athletes. She stated that the Board has a lot to take in consideration with the budget, but she believes that they need to be a little more flexible with the budget.

Ms. Larson thanked the parents and the students for their participation tonight. She verified that there will be a plan in place for the students at LHS in the fall.

Mr. Hill has asked the Superintendent for help with crafting a plan, and he is hopeful that he will receive some insight and information very soon.

I. BOARD CONSIDERATION(S)

J. BOARD REQUESTS AND DIRECTIVES

Mr. McGlennon recognized the recent loss of Ms. Rose Gross, a long-time fixture in the Electoral Board Office and Voter Registration. He stated that the community will miss her and her commitment to making sure everyone had the opportunity to cast their vote.

The Board generally discussed their activities and appearances throughout the community over the past few weeks.

K. REPORTS OF THE COUNTY ADMINISTRATOR

1. County Administrator's Report

Mr. Hill announced that the James RiverFest will be held on Saturday, April 30 from 10 a.m.-3 p.m. at the James City County Marina. He also announced the free First-Time Homebuyers Class will be held on May 17 and May 19 from 6-9 p.m. at the Law Enforcement Center Community Room. Please call the Office of Housing and Community Development for more information.

Mr. Hill discussed some changes coming to the Hampton Roads Planning District Commission. He also stated that the next Board work session to discuss the Strategic Plan would be the end of May.

L. PUBLIC COMMENT

M. CLOSED SESSION

N. ADJOURNMENT

1. Adjourn until 4 p.m. on May 2, 2016 for the Budget Work Session

A motion to Adjourn was made by John McGlennon and the motion result was Passed.

AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0
Ayes: McGlennon, Larson, Onizuk, Sadler, Hipple

At 8:59 p.m., Mr. Hipple adjourned the Board.

Bryan J. Hill
County Administrator

MINUTES
JAMES CITY COUNTY BOARD OF SUPERVISORS
BUDGET WORK SESSION
County Government Center Board Room
101 Mounts Bay Road, Williamsburg, VA 23185
May 2, 2016
4:00 PM

A. CALL TO ORDER

B. ROLL CALL

John J. McGlennon, Vice Chairman, Roberts District
Ruth M. Larson, Berkeley District
Kevin D. Onizuk, Jamestown District
P. Sue Sadler, Stonehouse District
Michael J. Hipple, Chairman, Powhatan District

Bryan J. Hill, County Administrator
Suzanne R. Mellen, Director, Financial and Management Services

C. BOARD DISCUSSIONS

1. General Budget Discussion

Mr. Hill noted that the budget process had originally proposed three work sessions, but the first was cancelled. Overall a budget of \$193 million for FY 17 was proposed. He stated that he had received questions from the Board pertaining to the Community Action Agency, Virginia Municipal League, First Night, Virginia Arts Festival, Jamestown/Yorktown Foundation and the Greater Williamsburg Chamber and Tourism Alliance funding requests. He was prepared to answer those questions today, and representatives from the Williamsburg Area Transit Authority (WATA) were present to discuss their request as well.

WATA Executive Director Todd Tyree introduced himself and asked what specific questions the Board had. Mr. McGlennon asked about the overall priorities of WATA and the nature of the proposed route changes. Mr. Tyree stated that the budget request changes were focused on pay inequities with other similar transit agencies. He noted that two transit lines were stressed. The blue line, which runs along Richmond Road towards Wal-Mart and is a backbone of ridership in the County, currently has a deviation to the Human Services Building on Olde Towne Road. That deviation causes increased speed in order to stay on the one-hour route times. Putting this stop on a different route would allow for safer travel times while still keeping the one-hour loop needs. He also noted that there were opportunities for additional demonstration routes that could connect Quarterpath in the City of Williamsburg and the County Mounts Bay Complex could be viable in the future.

Mr. McGlennon asked about route running times and whether those hours of operation could be extended.

Mr. Tyree stated that they were exploring extension along some of the larger routes, including the retail areas that would run until 11 p.m. He noted that WATA already ran double routes in some instances, but that they would look at making sure those benefitted the highest use times.

Mr. McGlennon asked if WATA was talking with larger employers, such as Busch Gardens or hotels and restaurants.

Mr. Tyree noted that they were working towards building those relationships.

Mr. McGlennon asked if WATA had a sense of the cost changes for these initiatives.

Mr. Tyree noted that those factors were driven by labor costs, fuel and general operational costs, but that no specifics had been identified to this point.

Mr. Hipple asked about the route that went to Surry.

Mr. Tyree stated that there is a route that includes a ferry crossing that uses a separate funding system. There is a rural grant program that is utilized in this instance.

Mr. Hipple asked about these areas receiving extended service times as well.

Mr. Tyree noted the request and said they would look into a cost estimate.

Rebecca Vinroot, Director of Community Services, spoke about the funding matrix for outside agencies. She noted that not all requests get funded. The County focuses on those agencies that are filling a need in the County and those that are not being duplicated by other agencies. There is also a focus on those unmet needs that would need to be taken over by the County should that service not be provided by the outside agencies.

The services are prioritized through a standard application that charts how the service has changed over time and what the outcomes are. This leads to a prioritization of services, and Community Services makes a recommendation to FMS/Administration and then the agencies are told about recommendations.

Mr. McGlennon asked if any new agencies were recommended for funding this year.

Ms. Vinroot noted that two new agencies applied, but they did not get funded. Overall some funding amounts changed based on the services provided, but Community Services tried to maintain similar levels of funding.

Ms. Sadler noted that it's important that the agencies realize that this process is not about the value of the overall agency, but rather the role of the County to fund a service that would otherwise fall back on the County to provide.

Ms. Larson asked if Community Services was willing to sit down with the agencies regarding their funding requests.

Ms. Vinroot noted that they had already done that for this cycle and typically they are involved in helping them fill out the application to their benefit in future budget requests.

Mr. Onizuk noted that Historic Virginia Land Conservancy is the new name of the Williamsburg Land Conservancy.

Mr. Hill introduced Ms. Jody Puckett, Director of Communications, to discuss three tourism requests. He noted that this money was located in the Tourism Opportunity Fund rather than the General Fund.

Ms. Puckett stated that the Virginia Arts Festival asked for \$20,000. During the review process, County staff asked about the benefit to James City County (JCC), and how many outside dollars would be added to the tax base. The County generally doesn't want to duplicate other funding from other agencies. Since this program is also funded by the Arts Commission, who JCC also funds, there would be duplication in this instance. They wanted to expand to three ticketed events. Two of the events would be located at the

Williamsburg Winery, but would be smaller chamber music events. Staff was not sure what form the third event would take. Festival Williamsburg will be under tent in the City of Williamsburg.

Ms. Puckett spoke about First Night, noting that they asked for \$15,000. They also receive funding from agencies the County funds. Nationwide, these events are increasingly funded by private donations. This \$15,000 would help fund expansion into New Town. Historically, this event pulls more local interest than tourism dollars.

Mr. McGlennon asked about other funding sources.

Ms. Puckett indicated that the Rotary Club, Williamsburg Area Arts Commission, Williamsburg Community Foundation, Junior Women's Club and Chamber of Commerce were funders.

Ms. Puckett then spoke about the Jamestown/Yorktown Foundation and its request for money for a new Pocahontas exhibit. She stated that the budget included flat funding this year, which would include all of the existing programs they undertake.

Mr. Onizuk noted that typically operating costs come from the state. Additional funding from JCC should be used for new initiatives like the canoe exhibit or proposed Pocahontas features.

Mr. McGlennon was supportive of new initiatives as they provide reasons for additional people to visit the area.

Ms. Larson asked whether First Night was requesting funding in order to expand into New Town specifically, or if they would be bringing events there regardless.

Ms. Puckett stated that they wouldn't be adding anything unless the funding was increased.

Mr. Hipple expressed concern that this would be a one-day event. The Jamestown/Yorktown program would operate over a longer timeframe. He also expressed concern over a decline in interest in First Night.

Mr. McGlennon asked if we had any information about the decline, as he was under the impression that the decline had reversed recently.

Ms. Puckett noted that they were receiving more income from ticket sales, but tickets were also more expensive now.

Mr. McGlennon asked what the "tourism activities" line item in the budget supported.

Ms. Puckett stated that the County was looking at Jamestown Event Park events, similar to Bountiful Brews and Bites. She stated that the County was looking at an upcoming concert series. This would likely require some infrastructure improvements at the park.

Mr. Hill noted that the County had made a significant effort to make sure infrastructure was maintained. He noted the upcoming turf replacement at the Warhill Sports Complex was a way to promote sports tourism. This would also be the location of the Virginia Department of Transportation mowing funds.

Mr. Hipple stated that he would like to see money go into our list of possible upgrades.

Mr. McGlennon noted they were increasing Christmas in Williamsburg funding by \$45,000.

Mr. Hill stated this increase was part of the full \$145,000 they requested.

Mr. Hipple asked where were we at in FY 15 for this funding, \$150,000? We have been keeping the interest up for these new events to bring people into the County. If there is a new opportunity, then that might make sense.

Ms. Mellen stated they had additional funding in the 2007 timeframe. Recently, it has been closer to \$100,000.

Mr. Onizuk said that with a good idea \$100,000 is a good investment. The more we put into our facilities in the area, the more people get delivered down there too.

Mr. Hill confirmed that \$100,000 is where we are with this request, but if they come back with additional ideas we can consider more in the future.

Ms. Larson said the Chamber is the one that is doing new things and bringing new partnerships. If we are putting money anywhere let's talk to them as well.

Mr. McGlennon and Mr. Onizuk agreed that the strength of the idea will get the money. Mr. Hipple said we need to look to other counties as well to their funding of these projects.

Ms. Mellen stated that some additional language was added to pages F11 and F13 to add clarity to the debt services discussion.

Mr. Hill noted that there had been some mention of using the proposed Capital Improvements Project road funds for the Lafayette auxiliary gym. He further noted that on October 27, 2015, the Board of Supervisors appropriated money for Olde Towne Road turn lane improvements, and the proposed Skiffe's Creek connector would all require this money. If the funding is moved the six-year plan gets moved as well. That could push projects out multiple years.

Mr. McGlennon supported leaving in the road money. Business friendly initiatives require infrastructure. We need to do our part since limited resources are available. We need to make sure that we have a diverse tax base so more does not fall on residences/tax payers.

Mr. Hipple agreed. He noted the Transportation Planning and Organization states that matching funds are a necessity. In order to move these projects forward, we have to put away money now.

Mr. Onizuk noted that rural counties are going to have significant transportation needs, and will be at a disadvantage. James City County will have the ability to participate in these transportation projects, but it is unfortunate that the state government is not doing more to support these initiatives.

Mr. Hipple agreed and noted that the County should think about speaking about these unfunded mandates when we go up to Legislative Day next year.

Ms. Sadler asked if it would be beneficial to work as a region to carry that message forward.

Ms. Larson stated that having economic development pad ready sites is important and that includes having transportation infrastructure available.

Mr. Hill noted that Hampton Roads Transportation Accountability Committee is set up for cities who have taxing authority and counties are at a decided disadvantage. We have to rely on House Bill 2 funding.

After concluding there was no additional discussion on road funds, Mr. Hill stated that there had been some question of removing Virginal Municipal League (VML) funding from the budget.

Ms. Sadler asked if the Virginia Association of Counties and the VML covered similar things. If they do then VML funding might be considered redundant. This could save \$21,000 a year.

Ms. Larson asked if VML provided lobbying help to the County. Mr. Hill noted that the County likes to be connected on a statewide level and this is just another avenue to get information. Staff would be okay with removing it if requested.

Ms. Larson confirmed that we would be able to opt in future years if we needed to.

Mr. McGlennon echoed Mr. Hill's sentiments about being actively involved, but that if it was not providing enough benefit it could make sense to pull the funding.

Mr. Hipple confirmed that a majority of the Board wished to remove the funding.

Mr. Hill noted that much thought had been put into Lafayette auxiliary gym issue by staff. He noted he used the Superintendent's Capital Improvements Plan (CIP) from December 2015, in putting together this budget. Norge Elementary School was included in that plan and we believe this should stay in our budget plan. HVAC includes a one-year design and one-year installation need. If you remove it that could mean a three-year wait.

Mr. Onizuk stated that the Board set out last year with a plan for our CIP budget that focused on preventative maintenance. The budget proposed a five-year funding plan dealing with the most pressing school items, as proposed at that time. The Board proceeded, on good faith that the schools provided us with the most accurate information about their needs. It turns out, only a year later, that at least one major item was missing. The Lafayette auxiliary gym is needed as soon as possible. It's frustrating, given our current strategic planning process, that this need has only been championed this budget cycle. In future years, we will have to look at the facility and capacity needs of all of the schools. Funding this gym is a priority this year, but without a comprehensive look at facilities, this gym cannot be properly weighed against the rest of the community and school needs.

Mr. Onizuk stated that we are in the position of having to fund this project this coming year, which may result in the County taking on additional debt. He stated that it was his hope that the Board would not be put in this position again. The reformation of the school liaison committee is an important step. We need to be more engaged in the discussion with respect to upcoming challenges faced by the schools. It is my hope that this committee will help with this issue.

Ms. Mellen spoke about the CIP and how there were two possible ways to fund the gym. The first was delaying preventative maintenance. A number of projects could be pushed back in order to fund the gym in the next fiscal year.

Ms. Mellen stated that the second option would be borrowing the full amount authorized by the Board for the James Blair project. The Board authorized borrowing for that project up to \$26.75 million. Typically, we build in additional money to the authorization to provide flexibility. There's usually no need to use the entire amount. It was never our intention for this project to go over \$25.5 million. She also noted that it would not be significantly changing our debt service plan. If we borrow more, it would still require an appropriation of funds.

Mr. Hill noted that he made a statement during the community budget meetings that we were borrowing \$25.5 million for James Blair and the County would not be going higher for that project. This would be the Board's decision to incur additional debt.

With respect to the first option of deferring maintenance items, Ms. Sadler agreed that Norge Elementary School is a priority. The thought of little children there without air conditioning or heat is enough that we need to keep Norge Elementary School in.

Mr. Onizuk asked where the full cost of \$2.5 million would come from.

Mr. Hill stated that the \$1.2 million would come from additional County borrowing and the other \$1.25 comes from the schools. He stated that we have their commitment for this portion and an additional \$200,000 from the city.

Mr. Onizuk reiterated his desire that this does not happen again.

Ms. Larson stated that the gym issue was supposed to be solved many years ago. There were discussions about a community gym between Warhill and Lafayette High Schools. Money has been cut from a lot of projects during the recession.

Ms. Sadler stated that this was a part of the reason she requested James Blair voting to be deferred.

Mr. McGlennon noted that James Blair certainly raised the issue of Lafayette High School needs, but those facilities did not solve the problem either.

Ms. Larson raised concerns about school facility planning in general.

Mr. Hill stated that we are in Phase 2 of 5 of this strategic planning process. I think we will have a lot of this information. This is why the Superintendent is on the Strategic Planning Group. We have a community gym plan in house.

Ms. Larson asked about the cost for this community gym,

Mr. Hill responded between \$6-8 million. This would include three courts and a stage among other things.

Ms. Mellen reiterated that this additional money would just be for the gym, and does not include any of the other Lafayette High School improvements.

Mr. Onizuk agreed they need to plan. The County has looked at our needs and has a plan. We need the schools to have a good long-term plan.

Ms. Sadler asked what has been spread out.

Ms. Mellen referenced Clara Byrd Baker Elementary School, that Stonehouse Elementary School has a portion moved (bus loop canopy) and the division combined has projects (various sidewalk and maintenance items).

Board members discussed the differences in debt between borrowing for the school with a one-time amount versus spreading the maintenance projects over the five-year CIP.

Ms. Mellen noted that borrowing more money at one time helps keep the cost down over the life of the debt.

Mr. Onizuk noted that deferring maintenance projects could mean that the damage gets worse and the cost of the improvements could become more.

Mr. Hipple stated that we are still seeing reasonable construction costs, but those costs are sure to rise as we move into the future.

Mr. Onizuk stated his support for borrowing, as long as we work diligently with the schools moving forward.

Ms. Larson asked if we were comfortable with this auxiliary gym cost.

Mr. Hill stated that he had heard anywhere from \$1.8 - \$3 million.

Mr. Adam Kinsman, County Attorney, provided clarity on how the Board of Supervisors should proceed with authorizing additional borrowing of maximum dollar amount with a motion.

Mr. Hipple noted that the Lafayette High School gymnasium is a large project that has been in and out of various school CIPs. A project of this size and expense is not one that should appear and reappear. For example, replacement of the Norge Elementary School HVAC system has been planned for a long time in this budget and is no surprise.

He further stated that capital projects need to be evaluated and planned long before they appear in front of this body. The County is going through a strategic plan and it is his hope that the schools will do the same. Because of the fortunate timing of the fourth middle school bond issuance, he is willing to fund the gymnasium even though this is a last minute addition to this CIP and this budget. This cannot become the norm and is a one-time fix. If this happens again, he will ask that the Board completely rethink how we fund the schools.

Mr. Onizuk made a motion to support authorizing County staff to borrow maximum amount to fund James Blair as well as the Lafayette auxiliary gym.

The Board voted 5-0 to approve the borrowing of the \$26.75 million.

Mr. Hipple noted that everything that was brought up by the Board of Supervisors had been discussed. He recommended cancelling the May 4 work session.

Ms. Larson thanked all of the parents and citizens for their support of Lafayette High School. She encouraged the schools to work closely with the Board, and preferred projects be done correctly the first time.

Mr. Onizuk also thanked Ms. Mellen, Mr. Hill and all of the Financial Management Services staff on a well thought out budget. He noted that their work made his job much easier.

Ms. Mellen noted that a new resolution and errata sheet would be prepared for the May 10 meeting.

Mr. McGlennon moved to cancel the May 4 work session. The Board unanimously approved the motion.

D. CLOSED SESSION

E. ADJOURNMENT

Adjourn until 6:30 p.m. on May 10, 2016, for the Regular Meeting

A motion to Adjourn was made by Mr. McGlennon and the motion result was Passed.

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

Ayes: McGlennon, Larson, Onizuk, Sadler, Hipple

Bryan J. Hill
County Administrator

ITEM SUMMARY

DATE: 5/24/2016

TO: The Board of Supervisors

FROM: Adam R. Kinsman, County Attorney

SUBJECT: Memorandum of Understanding with the James City County Treasurer

ATTACHMENTS:

	Description	Type
▣	MOU with JCC Treasurer Memo	Cover Memo
▣	MOU with JCC Treasurer Resolution	Resolution
▣	MOU with JCC Treasurer-Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Attorney	Kinsman, Adam	Approved	5/2/2016 - 4:48 PM
Publication Management	Burcham, Nan	Approved	5/2/2016 - 4:50 PM
Legal Review	Kinsman, Adam	Approved	5/2/2016 - 5:24 PM
Board Secretary	Fellows, Teresa	Approved	5/6/2016 - 12:01 PM
Board Secretary	Purse, Jason	Approved	5/16/2016 - 8:35 AM
Board Secretary	Fellows, Teresa	Approved	5/16/2016 - 11:55 AM

MEMORANDUM

DATE: May 24, 2016
TO: The Board of Supervisors
FROM: Adam R. Kinsman, County Attorney
SUBJECT: Memorandum of Understanding with the James City County Treasurer

Constitutional Officers in James City County, Virginia, have a history of, by agreement with the County, providing their employees access to the County's personnel policies when consistent with the Code of Virginia.

The attached agreements memorialize the relationship between the County and the Treasurer's Office in relation to personnel policies. This agreement is necessary due to the recent election of Treasurer Jenni Tomes. The agreement will be effective June 1, 2016, and will run through the end of Ms. Tomes' term as Treasurer and any subsequent elections.

ARK/ab
MOUJCCTreas-mem

Attachments

RESOLUTION

MEMORANDUM OF UNDERSTANDING WITH THE JAMES CITY COUNTY TREASURER

WHEREAS, the James City County Treasurer and Board of Supervisors of James City County, Virginia, desire a Memorandum of Understanding (MOU) to set forth the parameters of the relationship between the County and the Treasurer; and

WHEREAS, the Treasurer and Board of Supervisors of James City County, Virginia, believe it to be in the best interests of the Treasurer's employees that they be on the County's pay plan and subject to certain of the County's personnel policies.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the County Administrator to execute the MOU dated June 1, 2016, by and between the Treasurer and the County of James City, Virginia.

Michael J. Hipple
Chairman, Board of Supervisors

ATTEST:

Bryan J. Hill
Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 24th day of May, 2016.

MOUJCCTreas-res

COMPENSATION PLAN AND PERSONNEL POLICIES AGREEMENT WITH TREASURER

WHEREAS, The County of James City, Virginia (the "County") and the James City County Treasurer (the "Treasurer") are desirous of entering into an agreement setting forth their understanding as it pertains to compensation plans, personnel policies, and exclusion from the County's grievance procedure as set forth in Section 15.2-1507 of the Code of Virginia, 1950, as amended.

NOW, THEREFORE, this agreement is made and entered into this ____ day of May, 2016, by and between the County and the Treasurer.

WITNESSETH

That for and in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. The County agrees to include the employees in full- or part-time regular, other, temporary, and on-call positions of the Office of the Treasurer in the County's personnel policies (the "Personnel Policies and Procedures Manual"). In addition, employees of the Treasurer's Office who are classified and compensated by the Compensation Board of the Commonwealth of Virginia shall follow the County Personnel Policies and Procedures Manual. Unless specifically stated, this Agreement shall not apply to the Treasurer herself.
2. The County and the Treasurer agree that by virtue of the execution of this Agreement, all employees named in Paragraph 1 above shall be included under the County's compensation plan and personnel policies, except as qualified in Paragraph 3 below. The compensation plan shall include salary and all considerations relevant thereto and any and all benefits set forth thereunder.
3. The inclusion of such employees in the County's compensation plan and personnel policies shall constitute inclusion in the County's grievance procedure, Chapter 8 of the Personnel Policies and Procedures Manual; however, the Treasurer may act in the place of the County Administrator and shall implement any remedy that may be ordered by a grievance panel for the purposes of Section 8.14, Rules for Grievance Panel Hearing, and Section 8.16, Implementation of Remedy, and any amendments thereto.
4. The inclusion of such employees in the County's compensation plan and personnel policies shall not change the status of such employees as employees of a constitutional officer.

The term of this agreement shall commence from the first day of June, 2016, and shall terminate at the end of the Treasurer's term, including any subsequent elections.

This agreement may only be modified by a writing signed by the County and the Treasurer.

COUNTY ADMINISTRATOR

TREASURER

by: _____
Bryan J. Hill

by: _____
Jennifer D. Tomes

Approved as to Form:

County Attorney

ITEM SUMMARY

DATE: 5/6/2016

TO: The Board of Supervisors

FROM: Darryl E. Cook, Stormwater Engineer

SUBJECT: Contract Award - Norge Elementary School Best Management Practice
Modifications - \$205,000 - Stonehouse District

ATTACHMENTS:

	Description	Type
▣	Cover Memo	Cover Memo
▣	Resolution	Resolution
▣	Exhibit	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
Stormwater	Geissler, Fran	Approved	5/11/2016 - 11:00 AM
General Services	Horne, John	Approved	5/11/2016 - 2:14 PM
Publication Management	Boles, Amy	Approved	5/11/2016 - 2:26 PM
Legal Review	Kinsman, Adam	Approved	5/16/2016 - 1:18 PM
Board Secretary	Fellows, Teresa	Approved	5/16/2016 - 1:20 PM
Board Secretary	Purse, Jason	Approved	5/16/2016 - 1:28 PM
Board Secretary	Fellows, Teresa	Approved	5/17/2016 - 12:52 PM

MEMORANDUM

DATE: May 24, 2016

TO: The Board of Supervisors

FROM: Darryl Cook, Stormwater Engineer

SUBJECT: Contract Award - Norge Elementary School Best Management Practice Modifications - \$205,000

This project will repair and restore the function of the primary stormwater management facility at Norge Elementary School. As part of a construction project at the school in 1993 - 1994, an infiltration stormwater management facility was installed. This facility has failed and this project will remove the infiltration facility, modify a second infiltration facility that was installed in 2009 and install a constructed wetlands stormwater facility at the school.

The intent of the project is to improve water quality treatment for the school's stormwater runoff, which will reduce the nutrient load in the Chesapeake Bay. The school is located in the Lower James River watershed on a tributary stream of Yarmouth Creek. The nutrient reductions achieved will be credited toward James City County's Municipal Separate Storm Sewer System permit obligations as presented in the County's Chesapeake Bay Total Maximum Daily Load Action Plan.

The project improvements are located at the site of the existing stormwater management facility, which is off the end of the school's bus loop on the northwest (right) side of the school. The restored facility will treat runoff from the majority of the school site.

The project was publicly advertised and the following bids were considered for contract award:

<u>Firm</u>	<u>Amount</u>
R. J. Smith Construction, Inc.	\$491,474.45
Henry S. Branscome, LLC	\$325,407.15
David A. Nice Builders, Inc.	\$205,000.00

David A. Nice Builders, Inc. has done satisfactory work for James City County in the past and was determined to be the lowest qualified, responsive and responsible bidder. Previously authorized Stormwater Capital Maintenance funds are available to fund this project.

Staff recommends approval of the attached resolution authorizing the contract award to David A. Nice Builders, Inc. in the amount of \$205,000 for completion of the Norge Elementary School Stormwater Best Management Practice modifications.

DC/ab
CA-NorgeElem-mem

Attachment

RESOLUTION

CONTRACT AWARD - NORGE ELEMENTARY SCHOOL

BEST MANAGEMENT PRACTICE MODIFICATIONS - \$205,000

WHEREAS, this project repairs a failing stormwater management facility and supports the County's Chesapeake Bay Total Maximum Daily Load Action Plan; and

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

WHEREAS, previously authorized Stormwater Capital Maintenance budget funds are available to fund this project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the contract award in the amount of \$205,000 with David A. Nice Builders, Inc. for the Norge Elementary School Best Management Practice Modifications project.

Michael J. Hipple
Chairman, Board of Supervisors

ATTEST:

Bryan J. Hill
Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 24th day of May, 2016.

CA-NorgeElem-res

Norge Elementary School BMP Modifications



This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of ± records, information, and data obtained from various sources, and James City County is not responsible for its accuracy or how current it may be. If discrepancies are found, please contact the Real Estate Assessment Division of James City County, Mapping/GIS Section.



1 inch = 200 feet

0 100 200 Feet



ITEM SUMMARY

DATE: 5/24/2016

TO: The Board of Supervisors

FROM: Barry Moses, Capital Projects Coordinator

SUBJECT: Contract Award - Clara Byrd Baker Elementary School Stormwater Retrofits - \$339,260 - Berkeley District

ATTACHMENTS:

	Description	Type
▣	mem	Cover Memo
▣	res	Resolution
▣	Attachment	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Capital Projects	Moses, Barry	Approved	5/6/2016 - 4:32 PM
General Services	Horne, John	Approved	5/9/2016 - 7:32 AM
Publication Management	Burcham, Nan	Approved	5/9/2016 - 8:14 AM
Legal Review	Kinsman, Adam	Approved	5/9/2016 - 8:36 AM
Board Secretary	Fellows, Teresa	Approved	5/9/2016 - 12:24 PM
Board Secretary	Purse, Jason	Approved	5/16/2016 - 8:34 AM
Board Secretary	Fellows, Teresa	Approved	5/16/2016 - 11:54 AM

MEMORANDUM

DATE: May 24, 2016

TO: The Board of Supervisors

FROM: Barry E. Moses, Capital Projects Engineer

SUBJECT: Contract Award - Clara Byrd Baker Elementary School Stormwater Retrofits - \$339,260

This project will upgrade and modernize the stormwater management infrastructure at the Clara Byrd Baker Elementary School and correct two existing erosion problems onsite. The original school building was completed in 1989 and the outdated, and in some places failed, stormwater infrastructure has caused instability in two intermittent streams onsite. The school has one primary stormwater management facility, designed using standards in place almost 30 years ago, that has outlived its useful life and is not effective in controlling the school's stormwater runoff. Three small infiltration facilities were installed along with minor site improvements in 1993. Two of the three infiltration trenches have failed.

The intent of the project is to improve water quality for the school, which will reduce the nutrient load in the Powhatan Creek and the Chesapeake Bay. The school is located in the Powhatan Creek Tidal Mainstem watershed. The nutrient reductions achieved will be credited toward James City County's Municipal Separate Storm Sewer System permit obligations as presented in the County's Chesapeake Bay Total Maximum Daily Load Action Plan.

The project improvements are located mostly on the perimeter of the site. One large bioretention facility (Location No. 1 on attachment) will be constructed that will treat runoff from the majority of the school site. A second large bioretention facility will be installed at the rear of the school (Location No. 2). Most of the runoff from the failed detention facility (Location No. 3) has been diverted to the large bioretention facility at Location No. 1. However, the failed stormwater structures and erosion in the facility will be repaired so that it may treat the runoff from the access road and portions of the frontage on Ironbound Road. Work at Location Nos. 4 and 5 consist of minor drainage repairs to provide adequate drainage from the bus loop and bus parking area.

A two-step Invitation for Bids was publicly advertised. Step one required the submittal of a Technical Bid Form to demonstrate that the bidder has projects of similar size and type. The second step was to open the Bid Form if the technical bid requirements were met.

Two Technical Bid Forms were received and both were determined to be qualified after evaluation. The following two firms submitted bids and were considered for contract award:

<u>Firm</u>	<u>Amount</u>
Henry S. Branscome, LLC	\$658,245.24
David A. Nice Builders, Inc.	\$339,260.00

David A. Nice Builders has done satisfactory work for James City County in the past and was determined to be the lowest qualified, responsive and responsible bidder. The bid amount of \$339,260 is consistent with the project estimate, and previously authorized Capital Improvements Program funds and Stormwater Local Assistance Funds are available to fund this project.

Contract Award - Clara Byrd Baker Elementary School Stormwater Retrofits - \$339,260

May 24, 2016

Page 2

Staff recommends approval of the attached resolution authorizing the contract award to David A. Nice Builders, Inc. for completion of the Clara Byrd Baker Elementary School Stormwater Retrofits.

BEM/nb

CA-CBBRetrofts-mem

Attachments

RESOLUTION

CONTRACT AWARD - CLARA BYRD BAKER ELEMENTARY SCHOOL

STORMWATER RETROFITS - \$339,260

WHEREAS, this project supports the County's Chesapeake Bay Total Maximum Daily Load Action Plan; and

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the contract award in the amount of \$339,260 with David A. Nice Builders, Inc. for the Clara Byrd Baker Elementary School Stormwater Retrofits project.

Michael J. Hipple
Chairman, Board of Supervisors

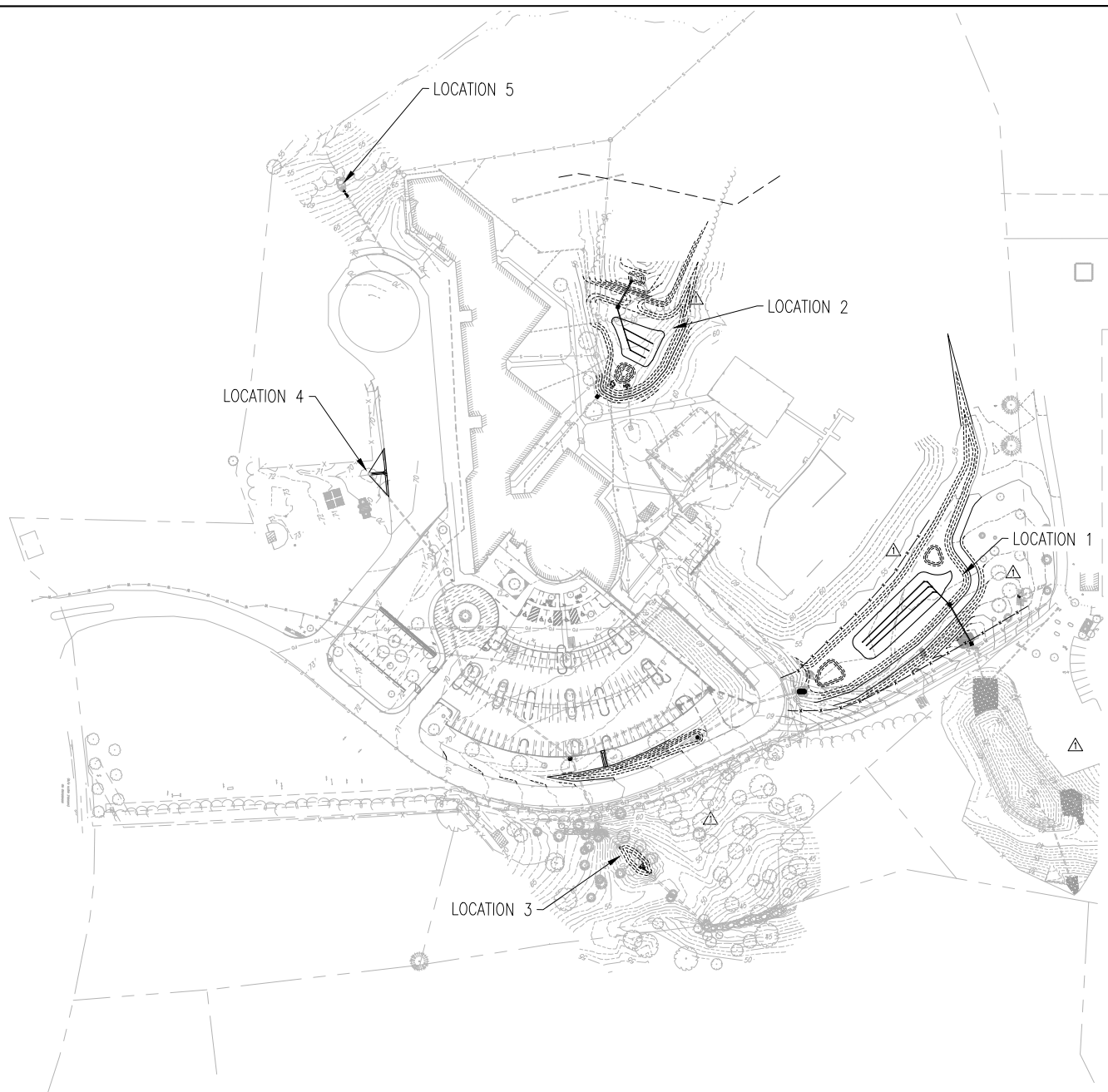
ATTEST:

Bryan J. Hill
Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 24th day of May, 2016.

CA-CBBRetrofts-res



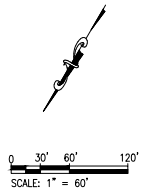
REVISIONS		
▲	REVISED PER ADDENDUM 1	4/2016

**JCC GENERAL SERVICE
STORMWATER
107 TEWNING ROAD
WILLIAMSBURG, VIRGINIA 23188**



CLARA BYRD BAKER
ELEMENTARY SCHOOL
STORMWATER
FACILITY DESIGN

GRAPHIC SCALES



SIGNATURE



Whitman, Requardt & Associates, LLP
11870 Merchants Walk, Suite 100, Newport News, Virginia 23606

PROPOSED DRAINAGE,
EROSION & SEDIMENT CONTROL
AND SHEET INDEX

DRAWING NO.

G-4

Scale: 1" = 60'

Date: DEC. 2015	Sheet 4 of 17
-----------------	---------------

Des: NLS	Drawn: GSL	Check: MBH
----------	------------	------------

ITEM SUMMARY

DATE: 5/24/2016

TO: The Board of Supervisors

FROM: William Stewart, Director, Fleet and Equipment Division

SUBJECT: FY 2016 CMAQ Incentive Program- \$45,200

This item, if approved, would allow reimbursement from the CMAQ program for the costs of converting 8 vehicles to use propane fuel.

ATTACHMENTS:

	Description	Type
▣	memorandum	Cover Memo
▣	resolution	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
General Services	Horne, John	Approved	5/11/2016 - 2:19 PM
Publication Management	Boles, Amy	Approved	5/11/2016 - 2:38 PM
Legal Review	Kinsman, Adam	Approved	5/16/2016 - 1:19 PM
Board Secretary	Fellows, Teresa	Approved	5/16/2016 - 1:20 PM
Board Secretary	Purse, Jason	Approved	5/16/2016 - 1:28 PM
Board Secretary	Fellows, Teresa	Approved	5/17/2016 - 12:53 PM

M E M O R A N D U M

DATE: May 24, 2016

TO: The Board of Supervisors

FROM: William (Buddy) Stewart, Director, Fleet and Equipment Division

SUBJECT: FY 16 Congestion Mitigation and Air Quality Incentive Program - \$45,200

The James City County Fleet and Equipment Division has the opportunity to participate in the Congestion Mitigation and Air Quality (CMAQ) Incentive Program funded by the Federal Highway Administration and the Virginia Department of Transportation. This program is intended to reduce air pollution and greenhouse gases associated with government fleet vehicles. In this case, the program will reimburse the County's cost of the conversion of eight vehicles to use propane fuel. At current fuel pricing, cost savings related to these conversions will be modest. Higher cost of unleaded fuel will result in increased savings.

The attached resolution appropriates these funds to the Special Projects Fund.

Staff recommends approval of the attached resolution.

WS/nb
FYCMAQIncent-mem

Attachment

RESOLUTION

FISCAL YEAR 2016 CONGESTION MITIGATION AND

AIR QUALITY INCENTIVE PROGRAM - \$45,200

WHEREAS, the James City County Fleet and Equipment Division has the opportunity to participate in the Congestion Mitigation and Air Quality (CMAQ) Incentive Program funded by the Federal Highway Administration and the Virginia Department of Transportation (VDOT); and

WHEREAS, this program reimburses state and local governments in specific air quality non-attainment, ozone attainment and/or maintenance areas for costs related to the transition to alternative fuels such as natural gas or propane autogas; and

WHEREAS, participation in this program would fund the conversion of eight currently owned County vehicles.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the appropriation to the Special Projects Fund for FY 16 purposes described above:

Revenues:

FY 16 CMAQ Incentive Program	
Federal Highway Administration	\$36,160
FY 16 CMAQ Incentive Program	
VDOT State Transportation Funding	<u>9,040</u>
Total	<u>\$45,200</u>

Expenditure:

FY 16 CMAQ Incentive Program	<u>\$45,200</u>
------------------------------	-----------------

Michael J. Hipple
Chairman, Board of Supervisors
VOTES

ATTEST:

Bryan J. Hill
Clerk to the Board

MCGLENNON
LARSON
ONIZUK
SADLER
HIPPLE

Adopted by the Board of Supervisors of James City County, Virginia, this 24th day of May, 2016.

FY16CMAQIncent-res

ITEM SUMMARY

DATE: 5/24/2016

TO: The Board of Supervisors

FROM: Adam R. Kinsman, County Attorney

SUBJECT: Resolution Authorizing a Right-of-Way and Easement Agreement with Dominion Virginia Power - 191 Clark Lane - Powhatan District

Resolution to convey a right-of-way and utility easement to Virginia Electric and Power Company/Dominion Virginia Power on County-owned property located at 191 Clark Lane.

ATTACHMENTS:

	Description	Type
▣	Authorizing a Right-of-Way and Easement Agreement with Dominion Virginia Power - 191 Clark Lane Memo	Cover Memo
▣	Authorizing a Right-of-Way and Easement Agreement with Dominion Virginia Power - 191 Clark Lane Resolution	Resolution
▣	Dominion Right of Way Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Attorney	Kinsman, Adam	Approved	5/2/2016 - 10:10 AM
Publication Management	Burcham, Nan	Approved	5/2/2016 - 10:12 AM
Legal Review	Kinsman, Adam	Approved	5/2/2016 - 4:49 PM
Board Secretary	Fellows, Teresa	Approved	5/6/2016 - 12:01 PM
Board Secretary	Purse, Jason	Approved	5/16/2016 - 8:35 AM
Board Secretary	Fellows, Teresa	Approved	5/16/2016 - 11:55 AM

MEMORANDUM

DATE: May 24, 2016

TO: The Board of Supervisors

FROM: Adam R. Kinsman, County Attorney

SUBJECT: Resolution Authorizing a Right-of-Way and Easement Agreement with Dominion Virginia Power - 191 Clark Lane

Attached for your consideration is a resolution authorizing the County Administrator to execute those agreements and other such documents necessary to convey a right-of-way and utility easement to Virginia Electric and Power Company/Dominion Virginia Power on County-owned property located at 191 Clark Lane. The parcel is designated on the County's Real Estate Tax Map as Parcel No. 3220100113.

The requested easement is approximately 130 feet in length and 15 feet in width. The easement is on a parcel which the County has used as a Best Management Practice for the Mooretown Road improvement project.

Staff recommends approval of the attached resolution.

ARK/ab
ROWEaseDVP-mem

Attachment

RESOLUTION

AUTHORIZING A RIGHT-OF-WAY AND EASEMENT AGREEMENT WITH

DOMINION VIRGINIA POWER - 191 CLARK LANE

WHEREAS, James City County (the "County") owns property at 191 Clark Lane, designated as Parcel No. 3220100113 on the County Real Estate Tax Map (the "Property"); and

WHEREAS, Dominion Virginia Power requires a right-of-way and overhead utility easement from the Properties, approximately 130 feet in length and 15 feet in width along a portion of Clark Lane; and

WHEREAS, the Board of Supervisors, following a public hearing, is of the opinion that it is in the public interest to convey a right-of-way and utility easement to Dominion Virginia Power.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the County Administrator to execute those agreements and other such documents necessary to convey the right-of-way and utility easement to Dominion Virginia Power on the Properties.

Michael J. Hipple
Chairman, Board of Supervisors

ATTEST:

Bryan J. Hill
Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 24th day of May, 2016.

ROWEaseDVP-res



Right of Way Agreement

This Underground Distribution Easement Agreement (this "Agreement") is made and entered into as of _____, 2016 by and between ("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business as Dominion Virginia Power, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, GRANTOR grants and conveys unto GRANTEE the perpetual right, privilege and non-exclusive easement on the property described herein, for the distribution and transmission of electricity and internal communications related thereto (the "Easement") which shall include the right to lay, construct, operate and maintain one or more lines of underground conduits and cables and the right to install, operate and maintain certain aboveground facilities associated with the underground electric distribution system.
2. The portion of the GRANTOR's property encumbered by the Easement shall be referred to herein as the "Right-of-Way." The Right-of-Way shall extend across the lands of the GRANTOR situated in James City County, Virginia, as more fully described on Plat Number 17-15-5247 (the "Plat"), attached to and made a part of this Agreement. The location and width of the boundaries of the Right-of-Way is shown in broken lines on the Plat, the width of the Right-of-Way shall be fifteen (15') feet.
3. All facilities constructed hereunder shall remain the property of GRANTEE. GRANTEE shall have the right to inspect, reconstruct, remove, repair, improve, relocate (within the boundaries of the Right-of-Way), and make such changes, alterations, substitutions, additions to or extensions of the GRANTEE's facilities as GRANTEE may from time to time deem advisable.
4. GRANTEE shall have the right to keep the Right-of-Way clear of all obstructions which would interfere with its exercise of the rights granted hereunder and/or endanger the safe and proper operation of GRANTEE's facilities. Subject to the foregoing, GRANTEE shall repair damage caused by GRANTEE to roads, fences or other improvements on GRANTOR's property provided, however, GRANTOR gives written notice thereof to GRANTEE within sixty (60) days after such damage occurs.
5. GRANTOR may use the Right-of-Way for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with GRANTEE's exercise of any of its rights hereunder and/or endanger the safe and proper operation of GRANTEE's facilities.

Prepared by and after recording return to:
Dominion Virginia Power 902 G St, Hampton, VA 23661

(Page 1 of 3 pages)
DVPID No(s). 17-15-5247
Tax Map. 3220100113

6. GRANTEE shall have the right of ingress to and egress from the Right-of-Way over such private roads and/or lands of Grantor as may now or hereafter exist within the property boundaries of GRANTOR

7. GRANTOR represents that it has the right to convey the rights and privileges granted hereunder; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the easement granted hereunder; and that GRANTOR shall execute such further assurances thereof as may be reasonably required.

8. This Right of Way Agreement is binding upon the successors and assigns of the parties hereto.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all of these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

WITNESS the following signatures and seals:

Corporate Name: County of James City

APPROVED AS TO FORM:

By (Signature): _____

(Name)

Name: Bryan Hill

(Title)

Its: County Administrator

State of _____ City/County of _____

The foregoing instrument was acknowledged before me this ____ day of _____,
_____.

by Bryan Hill, County Administrator
(Name of officer or agent) (Title of officer or agent)

of County of James City, a(n) Virginia corporation,
(Name of corporation) (State of incorporation)

on behalf of the corporation.

Notary Public (Print Name)

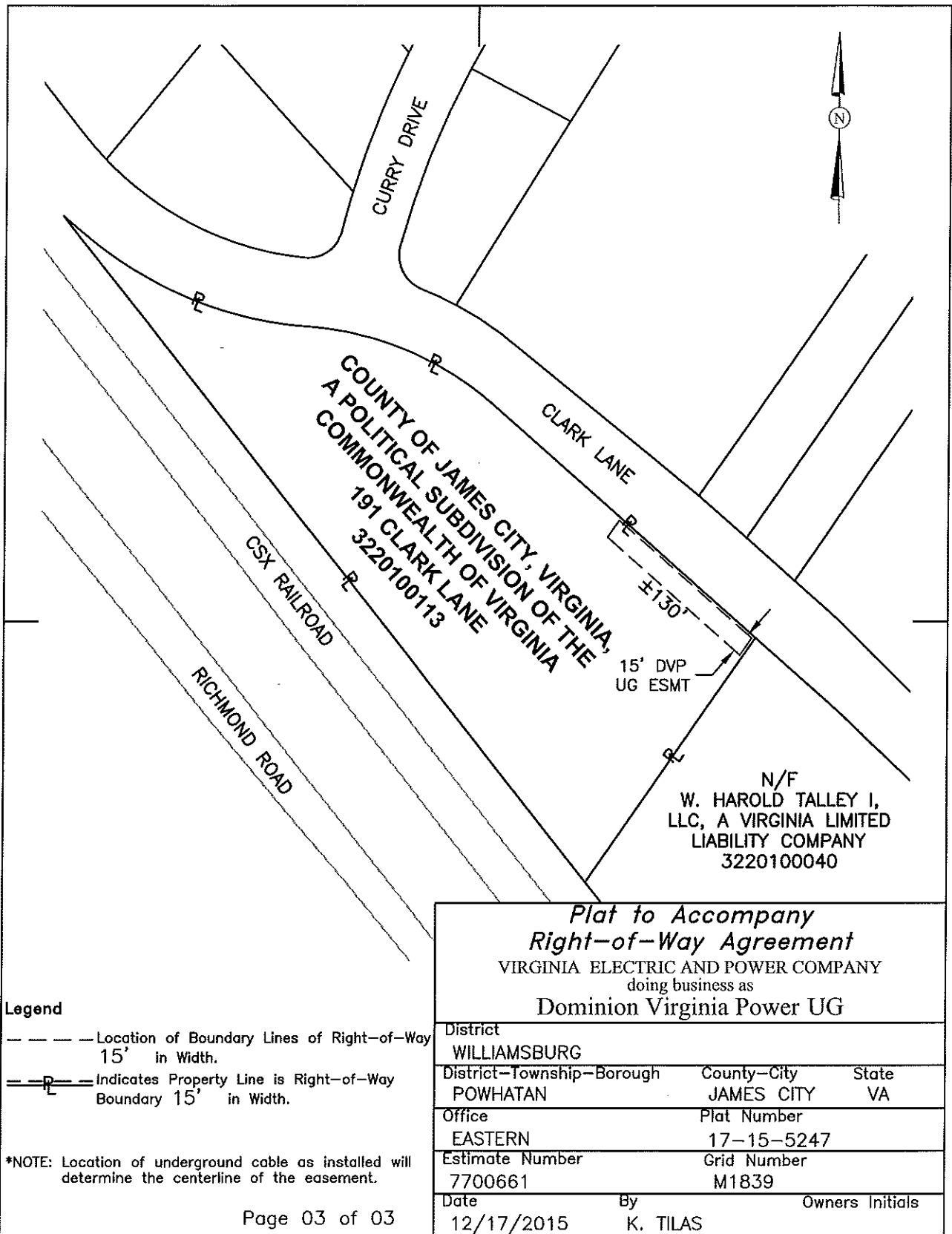
Notary Public (Signature)

Virginia Notary Reg. No. _____ My Commission Expires _____

(Page 2 of 3 pages)

Form No. 741794 (Sep 2015)

© 2016 Dominion Resources Services, Inc.



ITEM SUMMARY

DATE: 5/24/2016

TO: The Board of Supervisors

FROM: Rebecca Vinroot, Director of Community Services

SUBJECT: Lease for Olde Towne Medical and Dental Center - Powhatan District

ATTACHMENTS:

	Description	Type
▣	Memo	Cover Memo
▣	Resolution	Resolution
▣	Lease for OTMDC	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Community Services	Vinroot, Rebecca	Approved	5/3/2016 - 1:06 PM
Publication Management	Burcham, Nan	Approved	5/3/2016 - 1:32 PM
Legal Review	Kinsman, Adam	Approved	5/5/2016 - 4:41 PM
Board Secretary	Fellows, Teresa	Approved	5/6/2016 - 12:01 PM
Board Secretary	Purse, Jason	Approved	5/16/2016 - 8:35 AM
Board Secretary	Fellows, Teresa	Approved	5/16/2016 - 11:54 AM

MEMORANDUM

DATE: May 24, 2016
TO: The Board of Supervisors
FROM: Rebecca Vinroot, Director of Community Services
SUBJECT: Lease for Olde Towne Medical and Dental Center

The Williamsburg Area Medical Assistance Corporation, a Virginia nonprofit corporation, currently leases approximately 10,000 square feet of space in the Human Services Building for the operations of the Olde Towne Medical and Dental Center (OTMDC). The five-year lease expires on June 30, 2016.

The lease has been reviewed by Dr. William Mann, Executive Director of OTMDC, as well as County Attorney, Adam Kinsman, and revisions have been made as needed for a new lease to be executed effective July 1, 2016 - June 30, 2021.

Staff respectfully recommends that the new lease be approved for signature by the County Administrator, Bryan J. Hill.

RV/nb
OTMDCLease-mem

Attachment:

1. Lease for OTMDC, effective July 1, 2016

RESOLUTION

LEASE FOR OLDE TOWNE MEDICAL AND DENTAL CENTER

WHEREAS, the Olde Towne Medical and Dental Center provides primary and preventative health care to residents of James City County; and

WHEREAS, the lease of a portion of the Human Services Building will assist the Olde Towne Medical and Dental Center in providing medical care to James City County residents.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the County Administrator is authorized and directed to execute those documents necessary to effect a lease renewal between James City County and the Williamsburg Area Medical Assistance Corporation for the operation of the Olde Towne Medical and Dental Center.

Michael J. Hipple
Chairman, Board of Supervisors

ATTEST:

VOTES

AYE NAY ABSTAIN

MCGLENNON

LARSON

ONIZUK

SADLER

HIPPLE

Bryan J. Hill
Clerk to the Board

Adopted by the Board of Supervisors of James City County, Virginia, this 24th day of May, 2016.

OTMDCLease-res

LEASE

THIS LEASE, is made as of the 1st day of July, 2016, by and between the County of James City, Virginia, ("Landlord") and the Williamsburg Area Medical Assistance Corporation, a Virginia nonprofit corporation ("Tenant").

WITNESSETH:

Landlord, for and in consideration of the payment of the rent and performance of the covenants and agreements hereinafter mentioned, demises and leases unto Tenant, and the Tenant lets from the Landlord, a portion of the following real property, with improvements thereon, ("Premises") commonly known as the James City County Human Services Building located at 5249 Olde Towne Road, James City County, Virginia. The entire Human Services Building consists of approximately 29,000 square feet. Tenant shall occupy approximately 10,000 square feet of the left wing of the Premises as more particularly shown on the diagram attached as Exhibit A.

1. Lease Term. This Lease shall commence on the 1st day of July, 2016 ("commencement date"), and continue for a term of five (5) years. During the term of this Lease, the Premises are to be continuously used by Tenant to operate Olde Towne Medical and Dental Center. Tenant shall pay an annual base rent, as set forth below for each year of the term, in equal monthly installments on or before the end of each month beginning after the commencement date.

<u>Year</u>	<u>Annual Rent</u>	<u>Quarterly Payment</u>
July 2016 -June 2017	\$97,396	\$8,116.33
July 2017 -June 2018	101,292	8,441.00
July 2018 -June 2019	105,344	8,778.67
July 2019 -June 2020	109,558	9,129.83
July 2020 -June 2021	113,940	9,495.00

2. Rent.

(a) Tenant covenants, without any previous demand therefor, to pay the specified rent at the times and in the manner herein provided. The Landlord shall receive the rents and all sum or sums which shall or may become payable hereunder by the Tenant free from all taxes, charges, expenses, damages and deductions of every kind or sort whatsoever.

(b) The parties hereto agree that no brokerage fee or other commission is due to any other person, firm, or corporation in connection with the performance and execution of this Lease.

3. Utilities. Landlord shall provide reasonable utilities such as water, sewer, heat, and electricity. Tenant shall be responsible for telephone costs and other such services.

4. Maintenance. Landlord shall be responsible for keeping the premises and all plumbing, heating, air conditioning, electrical, and mechanical devices and appliances in good repair and working order. Landlord shall provide reasonable janitorial services for the Premises.

5. Compliance with Insurance. Tenant agrees to use the Premises in a clean, orderly and sanitary manner. The Tenant covenants not to do, permit to be done or omit to do any action which will contravene the policy or policies of insurance on the Premises, increase the rate of such insurance or create a hazard which makes the procurement of insurance acceptable to the Landlord impossible. Upon notice from Landlord, Tenant agrees to immediately remove any item from the Premises and/or to desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as materially affecting the insurance risk.

6. Alterations. Tenant further covenants that it will not make any alterations or changes of any kind to the Premises without first securing the written consent of the Landlord, after submission of the plans therefore, and any such alterations or changes as shall be permitted in writing shall be made at Tenant's expense, and will, at the expiration of the term of this Lease, or the sooner termination, become the property of the Landlord. The Tenant will, in making any such alterations or changes, fully comply with all federal and state laws, county ordinances, and any regulations thereto, as well as the requirements of the Association of Fire Underwriters, or similar governing insurance body, all at Tenant's expense. Tenant covenants, at its own expense, to promptly comply with and do all such things required by notice served upon it in relation to the Premises or any part thereof, from any of the departments of James City County, the Commonwealth of Virginia or the United States, if the same shall be caused by the Tenant's use or occupancy of the Premises, or any alteration, addition or change thereof made by Tenant. Tenant covenants that no liens shall attach to the Premises by virtue of any repairs, alterations or changes made by Tenant and that if any such lien is filed Tenant will cause the same to be removed within thirty (30) days.

7. Signs, etc. The Tenant shall have the right, from time to time, during the term hereby granted, to erect, display, paint, maintain, alter, change or remove signs on the interior of the building. All such signs shall be approved by the Landlord. Said signs shall remain the property of Tenant and shall be removed by it upon the termination of the term hereby granted. Any damage caused by the installation, presence, or removal of such signs shall be repaired by Tenant. Tenant shall not erect, alter, change or remove any exterior sign without the expressed written consent of Landlord.

8. Assignment and Subletting. Tenant shall not sell, assign, transfer, pledge or encumber any of its rights under this Lease, nor shall Tenant sublet the Premises or any part thereof without the expressed written consent of the Landlord.

9. Equipment. Tenant may, at any time during the continuance of the term of this Lease remove from the Premises all equipment not permanently affixed to the building which Tenant may have installed at its own expense on the Premises, and if not removed during such period, such items shall become the property of the Landlord. Tenant agrees to repair any damage which may be done to the Premises resulting from the removal of said equipment. Except as herein provided, all alterations and improvements become the property of the Landlord upon termination of the Lease.

10. Default.

(a) If any rent or any part thereof shall be unpaid on the date of payment by the terms hereof and remain so for a period of ten (10) days after Landlord shall have given to Tenant notice in writing of such default, then and in such case it shall and may be lawful for Landlord, at Landlord's option, by summary proceedings or by any other appropriate legal action or proceedings to terminate the term of this Lease and to enter into the Premises, or any part thereof and expel Tenant or any person or persons occupying the Premises, and so to repossess and enjoy the Premises as in Landlord's former estate. Should the term of this Lease at any time be terminated under the terms and conditions hereof, or in any other way, Tenant hereby covenants and agrees to surrender and deliver the Premises peaceably to Landlord immediately upon the termination of the term hereof. In the event payment is not made when due, Tenant shall pay a late payment fee in the amount of ten percent (10%) of the rent due.

(b) It is mutually agreed that if Tenant shall be in default in performing any of the terms or provisions of this Lease, other than the provisions requiring the payment of rent, Landlord shall give to Tenant notice in writing of such default, and if Tenant fails to cure such default within fifteen (15) days after receipt of such notice, or if the default is of such character as to require more than fifteen (15) days to cure and Tenant shall fail to use reasonable diligence in curing such default after service of such notice, then and in any such event Landlord may cure such default for the account of and at the cost and expense of Tenant, and the full amount so expended by Landlord shall immediately be owing by Tenant to Landlord.

(c) In the event of any default by Tenant under this Lease or the abandonment of the Premises by Tenant, the Landlord shall have the following remedies:

(1) The rent shall become due and be paid up to the time of such reentry, dispossession and/or expiration, together with such expenses as Landlord may incur for legal expenses, attorney's fees, brokerage, and/or putting the Premises in good order, or for preparing the same for re-rental;

(2) Landlord shall make reasonable efforts to relet the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant reasonable concessions in order to mitigate any damages caused in the event of an early termination of the Lease; and/or

(3) The failure of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the deficiency such expenses as Landlord may incur in connection with reletting, such as legal expenses, attorney's fees, brokerage and for keeping the Premises in good order or for preparing the same for reletting. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises.

(d) The mention in this Lease of any particular remedy, shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise excepting in the event of a condemnation.

11. Waiver.

(a) Any waiver of any covenant or condition of this Lease shall extend to the particular case only, and only in the manner specified and shall not be construed as applying to or in any way waiving any further or other rights hereunder. The exercise of any of the options aforesaid shall not be construed as a waiver of any right to recover actual damages for any breach in an action at law, or to restrain any breach or threatened breach in equity or otherwise.

(b) The receipt by Landlord of rent with knowledge of the breach shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant, unless such waiver be in writing signed by Landlord or Tenant respectively. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed in accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

12. Notices. All notices provided under this Lease shall be in writing, sent postage prepaid, certified mail return receipt requested, and addressed to the parties as follows, unless otherwise directed in writing:

Landlord: James City County, Attention: Director of Community Services, 5249 Olde Towne Road, James City County, Virginia 23188.

Tenant: Williamsburg Area Medical Assistance Corporation, Attention: Executive Director, 5249 Olde Towne Road, James City County, Virginia 23188.

Any notice so given shall be held conclusively to have been given when hand delivered or two business days after the date of such mailing, as evidenced by the postal receipt obtained by the sender.

13. Grounds Maintenance. Landlord shall provide for the removal of ice, snow and debris from the sidewalks, driveways and parking area servicing the Premises.

14. Mechanic's Liens. The Tenant agrees to and shall indemnify and save the Landlord free and harmless against liability, loss, damage, costs and expenses, including attorney's fees, on account of claims and claims of liens of laborers or material men or others for work performed or materials or supplies furnished for the Tenant or persons claiming under the Tenant. If the Tenant shall be in default in paying any charge for which a mechanic's lien claim and suit to foreclose the lien have been filed, and shall not have given the Landlord security to protect the Premises and the Landlord against attorney's fees incurred in connection therewith, shall be immediately due and owing from the Tenant to the Landlord.

15. Entry by Landlord. The Landlord may (but shall not be required to) enter the Premises, at all reasonable times during business hours or at any other time in case of emergency, to inspect the premises or to make any repairs deemed necessary by the Landlord to comply with any laws, ordinances, orders, regulations or requirements of any governmental authority or the recommendation of any insurer.

16. Waste. The Tenant shall use the Premises with due care and shall not permit or suffer any waste with respect to the Premises.

17. Nuisance. Tenant covenants that it will not do, or omit to do, or permit to be done or omitted, anything the doing or omission of which (as the case may be) shall be or result in a nuisance.

18. Agency. The Landlord appoints the County's Director of Community Services, as its agent to administer and enforce this Lease.

19. Miscellaneous.

(a) The covenants herein shall be binding upon, and the rights hereunder shall extend to and bind and inure to the benefit of the parties, their personal representatives, successors and assigns.

(b) The captions and headings herein are for convenience and reference only and shall not be used to construe or interpret this Lease.

(c) The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provisions or the validity and enforceability of the remainder of this Lease.

(d) Tenant agrees to join Landlord in the grant of any easements, right-of-ways, or the like which do not affect the Premises, or, if reasonable, and the granting of same does not adversely affect Tenant's business.

(e) This Lease shall be construed according to the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, being duly authorize, the parties have caused this Lease to be executed.

Landlord:

County of James City, Virginia

BY: _____

Bryan J. Hill, County Administrator

APPROVED AS TO FORM:

County Attorney

Tenant: Williamsburg Area Medical Assistance Corporation

BY: _____
Executive Director

ITEM SUMMARY

DATE: 5/24/2016

TO: The Board of Supervisors

FROM: Bryan J. Hill, County Administrator

SUBJECT: County Administrator's Report

ATTACHMENTS:

	Description	Type
▣	052416 CA Report	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	5/10/2016 - 3:44 PM

M E M O R A N D U M

DATE: May 24, 2016

TO: The Board of Supervisors

FROM: Bryan J. Hill, County Administrator

SUBJECT: County Administrator's Report

The following is a summary of activities that took place May 4, 2016 through May 17, 2016:

May 4, 2016 (Wednesday)

- Attended Hampton Roads Planning District Commission, Chief Administrative Officers meeting
- Radio: Sports Roundup recording

May 6 2016 (Friday)

- Met with Ryan Ashe, Fire Chief and Jason Purse, Assistant County Administrator

May 9, 2016 (Monday)

- Met with Sue Mellen, FMS Director
- Met with Angie Gilliam, HR Director
- Met with Ryan Ashe, Fire Chief

May 10, 2016 (Tuesday)

- Met with John Horne, General Services Director
- Attended agenda meeting
- Met John Carnifax, Parks & Recreation Director
- Met with Robert Deeds, Sheriff
- Attended Board of Supervisors meeting

May 11, 2016 (Wednesday)

- Speaking Engagement at the James City County Ruritans Club

May 12, 2016 (Thursday)

- Attended pre-agenda meeting
- Attended Strategic Planning TAG meeting
- Attended Executive Leadership Team meeting
- Met with Supervisors Sue Sadler and Ruth Larson
- Radio Show

County Administrator's Report

May 24, 2016

Page 2

May 13, 2016 (Friday)

- Met with Brad Rinehimer, Police Chief

May 16, 2016 (Monday)

- Attended Historic Triangle Collaborative meeting
- Met with Doug Powell, JCSA Manager
- Met with Sue Mellen, FMS Director
- Met with Angie Gilliam, HR Director
- Attended Foster Parent Appreciation event

May 17, 2016 (Tuesday)

- Attended Foundation Document Workshop for Colonial National Historical Park
- Met with Adam Kinsman, County Attorney, Sue Mellen, FMS Director, Hal Diggs, Colonial Community Corrections Agency and Tara Woodruff, Accounting Director

BJH/nb

CARreport052416-mem

ITEM SUMMARY

DATE: 5/24/2016

TO: The Board of Supervisors

FROM: Teresa J. Fellows, Administrative Coordinator

SUBJECT: Adjourn until 6:30 pm on June 14, 2016 for the Regular Meeting

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	5/11/2016 - 2:29 PM