

AGENDA
JAMES CITY COUNTY BOARD OF SUPERVISORS
BUSINESS MEETING
COUNTY GOVERNMENT CENTER BOARD ROOM
101 MOUNTS BAY ROAD, WILLIAMSBURG, VA 23185
February 25, 2025
1:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. PRESENTATION(S)

1. James City Clean County Commission 2024 Annual Report
2. Ed Harris, CEO, Williamsburg Tourism Council

D. CONSENT CALENDAR

1. Acceptance of Funds - \$4,167 - Virginia Forfeited Asset Sharing Program
2. Grant Award - \$86,000 - Fort Monroe Defense Base Closure and Realignment Act Funding Homeless Support Services Funds
3. Grant Award - \$369,852 - Virginia Stormwater Local Assistance Fund
4. Agreement to Purchase 8736 and 8744 Pocahontas Trail
5. Initiation of Consideration of Amendments to the Zoning Ordinance Regarding Sexually Oriented Businesses
6. Minutes Adoption
7. Remote Participation Policy

E. BOARD DISCUSSIONS

1. Financial Update, FY2025 Second Quarter
2. FY 2026 - 2030 CIP Project Discussion
3. Solid Waste Updates
4. Government Center Update

F. BOARD CONSIDERATION(S)

1. Appeal of Notice of Violation, 110 River Bluffs
2. Contract Award - \$1,368,000 - James City County Recreation Center Gymnasium Envelope Repair Project

3. Regional Board Representative to the Hampton Roads Workforce Council

G. BOARD REQUESTS AND DIRECTIVES

H. REPORTS OF THE COUNTY ADMINISTRATOR

I. CLOSED SESSION

J. ADJOURNMENT

1. Adjourn until 5 pm on March 11, 2025 for the Regular Meeting

M E M O R A N D U M

DATE: February 25, 2025

TO: The Board of Supervisors

FROM: Peg Boarman, Clean County Commission Vice Chair

SUBJECT: James City Clean County Commission 2024 Annual Report

James City Clean County Commission requests Vice Chair, Peg Boarman, present the Clean County Commission 2024 Annual Report to the Board of Supervisors on February 25, 2025.

PB/md
CCC2024AnnRpt-mem

James
City
County
VIRGINIA

Jamestown
1607



James City Clean County Commission 2024 Annual Report

Presented to the Board of Supervisors

February 25, 2025

James City Clean County Commission



Rachel West
Commission Chair
Berkeley
Litter Programs



Peg Boarman
Commission Vice Chair
Stonehouse
Community Cleanups



Kevin Radcliffe
Commissioner
Roberts
Recycling



Charles Loundemon
Commissioner
Berkeley
Beautification



Heath Richardson
Commissioner
Stonehouse
Youth Education



Tim Stanley
Commissioner
Berkeley
Green Business



David Patterson
Commissioner
Stonehouse
Gardens & Pollinators



Cleanups & Outreach Events



Arbor Day Plant-A-Tree Ceremony



Repair Fair and Recycling Expo



Gardens: Water-Wise and Pollinator



Will Barnes Day



James City County
Sustainable
JUNE 15, 2024
Clean County Commission

**VOLUNTEER APPRECIATION
WILL BARNES DAY
PICNIC**

**JUNE 15, 2024
4 P.M. - 6:30 P.M.**

VETERANS PARK WILL BARNES FIELD SHELTER
3793 IRONBOUND RD.

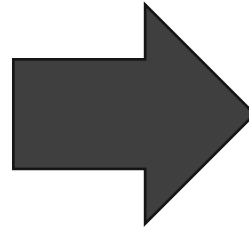
FOOD - GAMES - FUN

RSVP by June 7
Peg Boorman 757-508-3073
SustainabilityCoordinator@jamestowncountyva.gov



Good Neighbor Grants

Before



After



Virginia Peninsula Clean Business Forum Awards



Get Involved: Thank You to our Volunteers!



- 1,066 volunteer hours
 - \$17,482.40 avoided costs to taxpayers
- 4,866 event attendees
- Join the Commission
- Apply for Clean Business Forum Award
- Newsletter Sign Up
 - www.jamescitycountyva.gov/3823
- Fixers for Repair Fair and Recycling Expo
- Adopt-A-Spot/Litter League
 - Seeking sponsor for Pocahontas Trail
- Apply for Good Neighbor Grant (\$500)



Get Involved: Native Tree Seedling Giveaway Program



Sign up to receive free tree seedlings in the future!

Scan the QR code or visit the link below to request your native tree saplings.

jamescitycountyva.gov/4099



Clean County Commission Video

- Video created last year to promote the Commission and encourage new members
 - Won Community Awareness Award at the National Association of Telecommunications Offices and Advisors (NATOA)
 - Honorable Mention in Event/Program Promotion for Repair Fair and Recycling Expo Video

Thank you!
Questions?



MEMORANDUM

DATE: February 25, 2025

TO: The Board of Supervisors

FROM: Mark L. Jamison, Chief of Police
Nathan R. Green, Commonwealth's Attorney

SUBJECT: Acceptance of Funds - \$4,167 - Virginia Forfeited Asset Sharing Program

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

The James City County Police Department and the Williamsburg-James City County Commonwealth's Attorney's Office have entered a Memorandum of Understanding (MOU) with the Tri-Rivers Drug Task Force (TRDTF). Through TRDTF, funds are routinely received through assets forfeited in drug arrests involving the manufacturing or distribution of dangerous narcotics in James City County and from similar cases the other members of TRDTF conduct. The specific sharing percentages are detailed in the MOU with the other members of the TRDTF. Funds may also be received, however, through local drug cases not investigated by TRDTF.

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

Funds have been dispersed to the James City County Police Department and the Williamsburg-James City County Commonwealth's Attorney's Office in the amount of \$4,167.

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

MLJ/NRG/md
VAForfASPrGFeb25-mem

Attachment

RESOLUTION

ACCEPTANCE OF FUNDS - \$4,167 - VIRGINIA FORFEITED ASSET SHARING PROGRAM

WHEREAS, the James City County Police Department and the Williamsburg-James City County Commonwealth's Attorney's Office participate in the Virginia Forfeited Asset Sharing Program managed by the Virginia Department of Criminal Justice Services (DCJS); and

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

WHEREAS, funds have been dispersed to the James City County Police Department and the Williamsburg-James City County Commonwealth's Attorney's Office in the amount of \$4,167.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby accepts and appropriates funds of \$4,167 to the Special Projects and Grants Fund for the Police Department's and Commonwealth's Attorney's participation in the Virginia Forfeited Asset Sharing Program.

Revenues:

State - Police Department State Asset Forfeit Funds	\$2,000
State - Commonwealth's Attorney State Asset Forfeit Funds	<u>\$2,167</u>
Total	<u>\$4,167</u>

Expenditures:

Police Department State Asset Forfeit Funds	\$2,000
Commonwealth's Attorney State Asset Forfeit Funds	<u>\$2,167</u>
Total	<u>\$4,167</u>

James O. Icenhour, Jr.
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

HIPPLE
NULL
LARSON
MCGLENNON
ICENHOUR

VOTES

<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of February, 2025.

MEMORANDUM

DATE: February 25, 2025

TO: The Board of Supervisors

FROM: Barbara E. Watson, Director of Social Services

SUBJECT: Grant Award - \$86,000 - Fort Monroe Defense Base Closure and Realignment Act Funding Homeless Support Services Funds

Per the Homeless Provider Services Agreement (A), the Fort Monroe Authority (FMA), a public body corporate and political subdivision of the Commonwealth of Virginia, acting as the Local Redevelopment Authority, for the purposes of the redevelopment of Fort Monroe under the Defense Base Closure and Realignment Act (BRAC) of 1990, is the sole recipient of two Economic Development Conveyance transfers at Fort Monroe. The FMA has agreed to pay \$428,000 for the benefit of homeless persons by making annual payments to the Greater Virginia Peninsula Homelessness Consortium (GVPHC) Homeless Trust Account. The FMA and the City of Hampton have agreed that the City of Hampton will provide support services to homeless persons and families with the support of the FMA and possible use of the funds held in the GVPHC Homeless Trust Account.

In an effort to continue improving housing assistance opportunities for citizens experiencing homelessness within the Virginia Peninsula, the City of Hampton, through the Hampton Department of Human Services, has prepared an agreement to establish a partnership with James City County Social Services (BRAC Partner). As a BRAC Partner, James City County Social Services has received an allocation of \$86,000 - \$17,200 annually to be used for Homeless Support Services for the period beginning January 1, 2025, and ending December 31, 2029.

The James City County Social Services Housing Unit (Housing) is designated as a Virginia Homeless Solutions Program Partner by the GVPHC, to provide Homeless Support Services within James City County, the City of Williamsburg, and Upper York County (Upper Peninsula). Additionally, Housing is further designated as a subgrantee of funding awarded through the GVPHC to the City of Hampton.

By accepting these funds, the James City County Social Services Housing Unit will agree to administer Homeless Support Services in accordance with the Homeless Support Services Implementation Proposal (B).

Staff recommends that the Board of Supervisors adopt the attached resolution accepting these funds and authorizing the County Administrator to sign the Homeless Support Services Partnership Agreement to provide Homeless Support Services.

BEW/md
GA-BRACFundAgrmt-mem

Attachments:

1. Resolution
2. Homeless Support Services Partnership Agreement
3. Homeless Provider Services Agreement (A)
4. Homeless Support Services Implementation Proposal (B)

RESOLUTION

GRANT AWARD - \$86,000 - FORT MONROE DEFENSE BASE CLOSURE AND

REALIGNMENT ACT FUNDING HOMELESS SUPPORT SERVICES FUNDS

WHEREAS, the Fort Monroe Authority (FMA), a public body corporate and political subdivision of the Commonwealth of Virginia, acting as the Local Redevelopment Authority, for the purposes of the redevelopment of Fort Monroe under the Defense Base Closure and Realignment Act (BRAC) of 1990, is the sole recipient of two Economic Development Conveyance transfers at Fort Monroe. The FMA has agreed to pay \$428,000 for the benefit of homeless persons by making annual payments to the Greater Virginia Peninsula Homelessness Consortium (GVPHC) Homeless Trust Account; and

WHEREAS, the City of Hampton, through the Hampton Department of Human Services, has prepared an agreement to establish a partnership with James City County Social Services (BRAC Partner); and

WHEREAS, the James City County Social Services has received an allocation of \$86,000 - \$17,200 annually to be used for Homeless Support Services for the period beginning January 1, 2025, and ending December 31, 2029; and

WHEREAS, the James City County Social Services Housing Unit, as a designated subgrantee of funding awarded through the GVPHC to the City of Hampton, to provide Homeless Support Services within James City County, the City of Williamsburg, and Upper York County (Upper Peninsula); and

WHEREAS, no local match is required.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby accepts this award for Homeless Support Services and authorizes the County Administrator to execute those documents necessary to accept the grant funds including the Homeless Support Services Partnership Agreement.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby appropriate these funds to the Housing and Neighborhood Development Fund:

Revenue:

State - Fort Monroe BRAC Funding	<u>\$17,200</u>
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Expenditure:

Fort Monroe BRAC Homeless Support Services	<u>\$17,200</u>
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James O. Icenhour, Jr.
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

HIPPLE
NULL
LARSON
MCGLENNON
ICENHOUR

VOTES			
<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of February, 2025.

GA-BRACFundAgrmt-res

FORT MONROE DEFENSE BASE CLOSURE AND REALIGNMENT ACT FUNDING HOMELESS SUPPORT SERVICES PARTNERSHIP AGREEMENT

This Partnership Agreement (the “Agreement”) is made by and between the City of Hampton, a municipal corporation of the Commonwealth of Virginia, through the Hampton Department of Human Services (“HDHS”), and James City County Social Services (“BRAC Partner”), for the period beginning January 1, 2025 and ending December 31, 2029 (the “Agreement Term”).

I. Purpose

Through the Homeless Provider Services Agreement, Attachment A, and the Homeless Support Services Implementation Proposal, Attachment B, the Fort Monroe Authority (“FMA”) allocated its Defense Base Closure and Realignment (“BRAC”) funding to HDHS to provide Homeless Support Services within the City of Hampton and the Virginia Peninsula, in coordination with Newport News Department of Human services and James City County Social Services. Attachments A and B are incorporated into this Agreement by reference.

II. Scope of Services

The BRAC Partner has been allocated up to a total of **\$86,000.00—\$17,200.00 annually—to be used for Homeless Support Services** during the Agreement Term ending December 31, 2029. Funding provided pursuant to this Agreement must be used to carry out activities as specified in Attachment B and any subsequent amendments thereto. HDHS and the BRAC Partner must adhere to the BRAC approved budget and all specified cost category limits as outlined in Attachment B.

III. Service Area

The BRAC Partner is required to provide assistance to any eligible program participant regardless of locality.

IV. Conditions

A. Funding Expenditure

The BRAC Partner will be monitored frequently for compliance and rate of expenditure. If the BRAC Partner expends less than fifty (50) percent of its annual allocation at the end of seven (7) months from the beginning of each calendar year, the BRAC Partner is at risk of having a portion or all of their remaining annual reward recaptured.

B. Service Provision

BRAC must not replace any other available subsidy and BRAC funding should only be used when no other option is available. The BRAC Partner is responsible for coordination of BRAC activities with HDHS, other BRAC partners, and mainstream resources. To the extent practical, HDHS and the BRAC Partner must assure non-duplication of services with other BRAC partners.

C. Disbursement of Funds

Funds will be disbursed through monthly reimbursements by HDHS contingent on the BRAC Partner submitting all billing to HDHS by the tenth day of each month. The BRAC Partner must

submit documentation of expended funds by the first of each month, regardless of whether any funds have been expended. If no funds were expended in the preceding month, the financial report must reflect that. Documentation must be submitted electronically with a summary sheet. The BRAC Partner must retain all documentation related to expenditures and make all such documentation available to HDHS and FMA within five business days upon a request being made. The BRAC Partner will maintain this documentation for a period of five years from December 31, 2029, or so long as any investigation or lawsuit related hereto is pending, whichever occurs last.

Requests for Reimbursement must be made in accordance with HDHS requirements. The BRAC Partner must request approval from HDHS for budget changes (within cost category limitations).

D. Allocation of Funds/Non-Appropriation

HDHS reserves the right to de-obligate and reallocate funds at any point during the Agreement Term. HDHS shall be bound and obligated hereunder only to the extent the funds shall have been appropriated and budgeted for the purposes of this Agreement. In the event funds are not appropriated and budgeted in any fiscal year for payments due under this Agreement, HDHS shall immediately notify the BRAC Partner of such occurrence and this Agreement shall terminate without penalty or expense to HDHS of any kind whatsoever as of the last day of the fiscal year for which an appropriation was received.

E. Reporting and Data Collection

The BRAC Partner must have all data complete and meet quality standards by the first of the month to ensure HDHS is able to meet deadlines.

The BRAC Partner is required to ensure that all client level data is entered in HMIS and provide data quality assurances. Through the execution of this Agreement, the BRAC Partner certifies the following HMIS minimum standards:

- Acknowledgement that HMIS is a requirement for the BRAC program
- HMIS must have the updated BRAC data elements
- Ensure that all BRAC program participants and all BRAC program participation data will be entered in HMIS in accordance to HMIS policies and best practices.
- Acknowledgment that a program participant may decline to participate and have no personally identifying information entered into HMIS and that non-identifying data may be entered according to BRAC policy
- The BRAC partner understands HMIS data is confidential and that unauthorized disclosure is a violation of HMIS policy, agency policy, and applicable state and federal laws.
- The BRAC Partner will adhere to the data quality standards provided The Planning Council.
- The BRAC Partners will attend all required HMIS subcommittee meetings.

F. Accounting

The BRAC Partner must adhere to standard financial accounting practices. The BRAC Partner shall establish and maintain separate accounts within its existing accounting system or establish accounts independently. All costs charged to the BRAC funding shall be supported by properly executed payrolls, time records, contracts, or vouchers evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, contracts, vouchers, or other accounting documents pertaining in whole or in part to the BRAC funding shall be clearly identified, readily accessible and separate and distinct from all other such documents. Such documentation shall reside at the office of HDHS or the BRAC Partner. The BRAC Partner is responsible for the accuracy and completeness of their required documentation. The BRAC Partner shall be responsible for correction of all errors or omissions contained in required documentation, and further, shall bear the responsibility of any financial obligation incurred by HDHS as a result of any BRAC Partner error and/or omission. Responsibility for any financial obligation pursuant to this section shall be limited to the amount of BRAC funding actually received by the BRAC Partner and HDHS shall notify the BRAC Partner within fifteen (15) business days of discovery of any such error and/or omission.

G. Maintenance of Records

Records shall be readily accessible to HDHS and FMA during the course of the Agreement Term and shall remain intact and accessible to the above-named parties for five years thereafter. However, in the event any litigation claim or audit is started before the expiration of the five-year period, the records shall be retained until such action is resolved. The BRAC Partner staff and records must be available for on-site monitoring by HDHS.

Should the BRAC Partner have any outstanding audit findings, IRS findings, or other compliance issues, the BRAC Partner is not eligible to receive allocations. The BRAC Partner must be a member in good standing of the GVPHC and participate in required program monitoring committee meetings. The BRAC Partner is required to repay any findings to FMA that are associated with their organization/agency.

H. Termination, Suspension, and Conditions

If through any cause, the BRAC Partner fails to comply with the terms, conditions, or requirements of the Agreement, HDHS may terminate or suspend this Agreement by giving written notice to the BRAC Partner, specifying the effective date of termination or suspension, at least five (5) days prior to such action.

In the case of a violation of the Agreement by the BRAC Partner, FMA may request that all or some of the BRAC funds be returned, even if the BRAC Partner has expended the funds. The BRAC Partner agrees to return such funds as requested by HDHS or FMA within thirty (30) days of the written request.

I. Subsequent Contracts

The BRAC Partner may not sub-contract using any BRAC funds.

J. Default

A default is any unapproved use of BRAC funds. Upon due notice to the BRAC Partner of the occurrence of any such default and the provision of a reasonable opportunity to respond, HDHS or FMA may take one or more of the following actions:

1. Direct the BRAC Partner to submit progress schedules for completing approved activities.
2. Issue a letter advising the BRAC Partner of the default, establishing a date by which corrective actions must be completed, and putting the BRAC Partner on notice that more serious actions will be taken if the default is not corrected or is repeated.
3. Direct the BRAC Partner to suspend, discontinue, or not incur costs for the affected activity.
4. Require the BRAC Partner to reimburse HDHS and/or FMA for costs inappropriately charged to BRAC funding.
5. Other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, and any other available remedies.

No delay or omissions by HDHS or FMA in exercising any right or remedy available to it under the Agreement shall impair any such right to remedy and shall not constitute a waiver or acquiescence in any BRAC Partner default.

K. Conflict of Interest

With respect to the use of BRAC funds to procure services, equipment, supplies, or other property, if the BRAC Partner is a unit of a general local government, the BRAC Partner shall comply with 24 CFR 85.36(b)(3), and if the BRAC Partner is a nonprofit, the BRAC Partner shall comply with 24 CFR 84.42. With respect to all other decisions involving the use of BRAC funds, the following restriction shall apply: No person who is an employee, agent, consultant, or officer or elected or appointed official of the grantee and who exercises or has exercised any function or responsibilities with respect to assisted activities, or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds hereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one year thereafter.

L. Notice

The following persons shall be contact persons for the parties, and notice given to them at the addresses shown below. Notice provided consistent with this section shall constitute valid notice under the requirements of this Agreement:

For HDHS:

Dr. Tamara Temoney-Porter
Director of Human Services
400 Butler Farm Road, Suite 200
Hampton, VA 23666

tamara.temoney@dss.virginia.gov

For the BRAC Partner:

Barbara Watson
Director of Social Services
5249 Olde Towne Road
Williamsburg, VA 23188
Barbara.watson@jamescitycountyva.gov

The parties may amend such addresses by written notice to the other party at the given address.

M. Applicable Law and Venue

This Agreement shall be deemed to be a Virginia contract and shall be governed as to all matters whether validity, interpretations, obligations, performance or otherwise exclusively by the laws of the Commonwealth of Virginia, and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement is/shall be deemed to have been delivered and accepted by the parties in the Commonwealth of Virginia. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Hampton, Virginia.

N. Non-Assignment

The BRAC Partner shall not assign its rights and duties under this Agreement without the prior written consent of HDHS.

O. Severability and Modification

In the event that any provision of this Agreement is deemed unenforceable, the parties agree that all other provisions of this Agreement shall remain in full force and effect and shall not be affected thereby. There may be no modification of this Agreement, except in writing, executed by the authorized representatives of the parties.

P. Other Certifications

A. The BRAC Partner certifies that it will comply with the following:

1. Discharge Coordination;
2. DUNS Number and CCR Registration requirements;
3. Confidentiality requirements;
4. Termination of Assistance requirements;
5. Recordkeeping requirements;
6. Monitoring requirements;
7. Performance reporting requirements;
8. Conflict of Interest requirements;
9. Habitability Standards;

10. Lead-based paint requirements;
11. Environmental review requirements;
12. Nondiscrimination and Equal Opportunity requirements;
13. Affirmatively Furthering Fair Housing requirements;
14. Uniform Administrative requirements;
15. Equal Participation of Religious Organizations requirements; and
16. Drug-Free Workplace requirements.

B. The BRAC Partner agrees to make available all agency and program participant records to HDHS and FMA upon request.

The parties hereby execute the Partnership Agreement on the dates set forth below:

JAMES CITY COUNTY SOCIAL SERVICES

Barbara Watson, Director of Social Services

Scott A. Stevens, County Administrator

Date

Date

CITY OF HAMPTON

DEPARTMENT OF HUMAN SERVICES

Dr. Tamara Temoney-Porter, Director of Human Services Mary B. Bunting, City Manager

Date

Date

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

L. Olivia Alexander, Assistant City Attorney III

Date

LEGALLY BINDING AGREEMENT
HOMELESS PROVIDER SERVICES
City of Hampton, Virginia

This Agreement (this "**Agreement**") is entered into as of the ____ day of _____, 2020, between the **FORT MONROE AUTHORITY**, a public body corporate and political subdivision of the Commonwealth of Virginia (the "**FMA**"), acting in its capacity as the Local Redevelopment Authority, as recognized by the Secretary of Defense, for purposes of the redevelopment of the Fort Monroe under the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, 10 U.S. Code § 2687 note and the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, Public Law 103-421 (the "**Enabling Acts**"), and **CITY OF HAMPTON, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, acting through the DEPARTMENT OF SOCIAL SERVICES ("**Hampton**"), with the FMA and Hampton being sometimes referred to collectively as the "**Parties**" recites and provides as follows:

RECITALS

- A. The FMA is the sole recipient of two Economic Development Conveyance ("**EDC**") transfers at Fort Monroe, with the initial transfer of 73.8± acres occurring on April 14, 2017 and the last transfer of 9.37± acres occurring on March 12, 2019; and
- B. Pursuant to the terms of a letter agreement dated March 15, 2010, attached as **Exhibit A** (the "**Letter Agreement**"), the FMA, as the sole Army Transferee agreed to pay four hundred twenty-eight thousand dollars (\$428,000.00) ("**Escrow Proceeds**") for the benefit of homeless persons and began making annual payments coincident with the initial EDC transfer into Account # 1339512201 at Old Point National Bank (the "**GVPHC Homeless Trust Account**"); and
- C. The FMA and Hampton have agreed that Hampton will provide support services to homeless persons and families with the support of the FMA and possible use of funds held in the GVPHC Homeless Trust Account as provided by this Agreement.

AGREEMENT

- 1. Defined Terms. Terms not otherwise defined in this Agreement shall have the same meaning as set forth in the Letter Agreement.
- 2. Services to be Provided. Hampton agrees to provide support services to homeless persons and families as set forth in the McKinney-Vento Act (142 U.S.C. Sec. 1130 et seq.) ("**Homeless Persons**") determined on a client-by-client basis, within the City of Hampton and the Virginia Peninsula, which services will consist of providing housing placement, emergency shelter and comprehensive day program assistance services, including, without limitation, employment assistance and placement, educational services and coordination of healthcare services ("**Homeless Support Services**") at locations designated by Hampton within the City of Hampton and the Virginia Peninsula. Hampton may not change the scope of the Homeless Support Services without the express written consent of the FMA, which consent shall not be unreasonably withheld, conditioned or delayed if the proposed changes are in compliance with

the applicable provisions of 32 C.F.R. Part 176.

3. Implementation Plan. Hampton shall have a period of ninety (90) days from the date of full execution of this Agreement to complete and submit to the FMA the design of a plan (the "**GVPHC Implementation Plan**") for the delivery of the Homeless Support Services and in accordance with provisions of this Agreement. Costs incurred by Hampton described in the GVPHC Implementation Plan shall be "**Allowable Expenditures.**"
4. Disbursement Requests. To the extent there are Escrow Proceeds in the GVPHC Homeless Trust Account, the FMA will make disbursements from the GVPHC Homeless Trust Account to Hampton upon written request identifying the amount requested and the proposed uses (each, a "**Disbursement Request**") as described in the GVPHC Implementation Plan. The FMA agrees to make disbursements from the GVPHC Homeless Trust Account that are consistent with the GVPHC Implementation Plan within thirty (30) days of receipt of a Disbursement Request. Hampton covenants that disbursements from the GVPHC Homeless Trust Account will be used exclusively for the payment of Allowable Expenditures.
5. Delivery of Service; Costs and Expenses. Hampton shall be responsible for all costs and expenses associated with the delivery of the Homeless Support Services in excess of the amount of the GVPHC Homeless Trust Account. Hampton shall have a period of thirty (30) days from the date funds have been disbursed pursuant to a Disbursement Request to begin delivering the Homeless Support Services ("**Service Initiation Date**") and to promptly provide evidence satisfactory to the FMA of delivery of the Homeless Support Services. The Homeless Support Services shall be delivered for five (5) years beginning on the Service Initiation Date and ending on the fifth (5th) anniversary thereof, provided however that (i) if Hampton has, in good faith, expended the full amount of the GVPHC Homeless Trust Account for Allowable Expenditures following the third (3rd) anniversary of the Service Initiation Date, but prior to the fifth (5th) anniversary of the Service Initiation Date, this Agreement shall terminate without further recourse to any Party, and (ii) if there are funds remaining in or due to be paid into the GVPHC Homeless Trust Account at the end of the five (5) year term and Hampton is not in default hereunder, the Parties may extend the term for a mutually agreed upon period of time. Should Hampton fail to begin delivering the Homeless Support Services within the time specified in this Agreement, the GVPHC Homeless Trust Account shall be paid to (i) another provider pursuant to the provisions of Section 7 or (ii) the FMA if the conditions of Section 7 are satisfied.
6. Use of Funds; Default. If, at any time following the transfer of all or any portion of the funds in the GVPHC Homeless Trust Account by the FMA, Hampton (i) fails to initiate, diligently prosecute and complete the design of the GVPHC Implementation Plan, or (ii) fails to utilize disbursements from the GVPHC Homeless Trust Account for the payment of Allowable Expenditures, or (iii) following the receipt of a disbursement or disbursements from the GVPHC Homeless Trust Account, is not delivering the Homeless Support Services in accordance in all material respects with the requirements of the GVPHC Implementation Plan or as otherwise approved by the FMA in writing, or (iv) fails to comply with the provisions of this Agreement, or (v) for purposes of this Agreement is dissolved or otherwise ceases to function for a period of six (6) consecutive months, the FMA shall provide Hampton written notice of such occurrence ("**Default Notice**"). If Hampton fails to cure or initiate a cure of default within thirty (30) days of the receipt of the Default Notice and prosecute the cure to

completion within sixty (60) days, the balance of the GVPHC Homeless Trust Account shall be paid to the FMA after the conditions of Section 7 have been satisfied.

7. Obligation of FMA to Identity Successor Homeless Provider. If Hampton is in default of this Agreement and all or a portion of the Escrow Proceeds have not been fully expended, the FMA agrees to take appropriate steps to facilitate the use of the Escrow Proceeds by other homeless provider organizations to provide the Homeless Support Services. The term "appropriate steps" shall mean providing reasonable public notice of at least ninety (90) days to homeless providers within the City of Hampton and the Virginia Peninsula ("**Public Notice**") of the types of programs that may qualify as Homeless Support Services, and negotiating with homeless providers that respond to the Public Notice. If the FMA is unable to reach agreement with a successor homeless provider or providers, the FMA will return the remaining funds to the FMA as the sole Army Transferee.
8. Local Redevelopment Authority; Homeless Providers Successors. All of the rights and obligations of the FMA shall transfer to any entity that replaces the FMA as the Local Redevelopment Authority for Fort Monroe, which entity must be approved by DOD pursuant to the provisions of the Enabling Acts. The rights and obligations of the Hampton hereunder may not be transferred or assigned without the prior written consent of the FMA, such consent not to be unreasonably withheld, delayed or conditioned.
9. Miscellaneous.
 - a. Amendment; Termination. This Agreement may be amended or terminated by the FMA and Hampton at any time by written agreement executed by the FMA and Hampton. This Agreement shall be terminated by the FMA without cost, liability or recourse prior to the initial disbursement of Escrow Proceeds from the GVPHC Homeless Trust Account if Hampton notifies the FMA of its refusal to accept the GVPHC Homeless Trust Account pursuant to the terms of this Agreement, and the FMA shall proceed pursuant to this Agreement, which provisions shall survive. Unless otherwise terminated or extended pursuant to the provisions of this Agreement, this Agreement shall terminate without recourse to either Party on the fifth (5th) anniversary of the Service Initiation Date.
 - b. Integration; No Waiver. This Agreement supersedes all agreements and understandings among the Parties, written or oral. No claim of waiver, modification, consent or acquiescence with respect to any terms hereof shall be made against a Party by the other Party, except on the basis of a written instrument executed by the Parties.
 - c. Notices. All notices hereunder shall be in writing and shall be deemed to have been sent if personally delivered, sent by email with proof of transmission or sent by certified mail, return receipt requested and postage paid, addressed to:

The FMA:

Fort Monroe Authority
20 Ingalls Road
Fort Monroe, Virginia 23651

Attn: Executive Director
Phone:
Email:

with a copy to:

Office of the Attorney General
202 N. Ninth Street
Richmond, Virginia 23219
Attention: Real Estate and Land Use/Chief
Phone:
Email:

To HAMPTON:

City of Hampton, Virginia
Hampton Department of Social Services
1320 LaSalle Avenue
Hampton, Virginia 23669
Attn: Wanda Rogers, Director
Phone:
Email:

with a copy to

Office of the City Attorney
22 Lincoln Street
Hampton, Virginia 23669
Attn: Counsel for Hampton Department of Social Services
Phone:
Email:

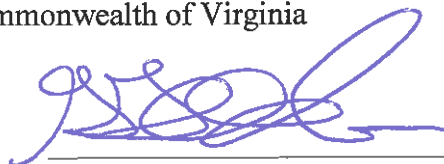
- d. Governing Law. The terms of this Agreement shall be governed by the laws of the Commonwealth of Virginia and federal law, as applicable.

[Signatures on the following page]

IN WITNESS WHEREOF, and intending to be bound hereby, each of the undersigned Parties has executed or caused this Agreement to be executed as of the date first above written.

FORT MONROE AUTHORITY, a public body
corporate and political subdivision of the
Commonwealth of Virginia

By:



Name: G. Glenn Oder

Title: Executive Director

CITY OF HAMPTON, VIRGINIA, a political
subdivision of the Commonwealth of Virginia

By:



Name: Mary Bunting

Title: City Manager

CITY OF HAMPTON
OFFICE OF THE CITY ATTORNEY
Approved as to form and legal sufficiency
Date: 09/29/2020
Name: [Signature]
Title: Asst. City Attorney

HOMELESS SUPPORT SERVICES IMPLEMENTATION PROPOSAL

BACKGROUND

In an Agreement entered into as of September 29, 2020, between the **"FORT MONROE AUTHORITY**, a public body corporate and political subdivision of the Commonwealth of Virginia (the **"FMA"**), acting in its capacity as the Local Redevelopment Authority, as recognized by the Secretary of Defense, for purposes of the redevelopment of the Fort Monroe under the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, 10 U.S. Code § 2687 note and the Base Closure Community Redevelopment and Homeless Assistance Act of 1994, Public Law 103-421 (the **"Enabling Acts"**), and **CITY OF HAMPTON, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, acting through the DEPARTMENT OF HUMAN SERVICES (**"Hampton"**);

The FMA is the sole recipient of two Economic Development Conveyance (**"EDC"**) transfers at Fort Monroe, with the initial transfer of 73.8± acres occurring on April 14, 2017 and the last transfer of 9.37± acres occurring on March 12, 2019; and

Pursuant to the terms of a letter agreement dated March 15, 2010, attached as **Exhibit A** (the **"Letter Agreement"**), the FMA, as the sole Army Transferee agreed to pay four hundred twenty-eight thousand dollars (\$428,000.00) (**"Escrow Proceeds"**) for the benefit of homeless persons..."

PURPOSE

Hampton agrees to provide support services to homeless persons and families as set forth in the U.S. Code (42 U.S.C. Sec. 11302 et seq.), as defined by the U.S. Department of Housing and Urban Development, (**"Homeless Persons"**) determined on a client-by-client basis, within the City of Hampton and the Virginia Peninsula, which services will consist of providing housing placement, emergency shelter and comprehensive day program assistance services, including, without limitation, employment assistance and placement, educational services and coordination of healthcare services (**"Homeless Support Services"**) at locations designated by Hampton within the City of Hampton and the Virginia Peninsula.

TIMELINE

Hampton shall have a period of thirty (30) days from the date funds have been disbursed pursuant to a Disbursement Request to begin delivering the Homeless Support Services (**"Service Initiation Date"**) 12/1/2024 and to promptly provide evidence satisfactory to the FMA of delivery of the Homeless Support Services. The Homeless Support Services shall be delivered for five (5) years beginning on the Service Initiation Date 12/1/2024 and ending on the fifth (5th) anniversary thereof 11/30/2029.

FUNDING

Pursuant to the terms of a letter agreement dated March 15, 2010, attached as **Exhibit A** (the "**Letter Agreement**"), the FMA, as the sole Army Transferee agreed to pay four hundred twenty-eight thousand dollars (\$428,000.00) ("**Escrow Proceeds**") for the benefit of homeless persons.

PROPOSED IMPLEMENTATION

Hampton agrees to provide support services to homeless persons and families as set forth in the U. S. Code (142 U.S.C. Sec. 11302 et seq.) ("**Homeless Persons**") determined on a client-by-client basis, within the City of Hampton and the Virginia Peninsula, which services will consist of providing housing placement, emergency shelter and comprehensive day program assistance services, including, without limitation, employment assistance and placement, educational services and coordination of healthcare services ("**Homeless Support Services**") at locations designated by Hampton within the City of Hampton and the Virginia Peninsula.

To fulfill the terms of this agreement Hampton will establish a Homeless Support Services Program focused on the concept of "Bridge Housing" to address the ongoing need for transitioning vulnerable homeless persons and families with housing barriers related to unpaid rent, utilities, and damages to long term housing solutions including; Veterans Administration Supportive Housing Voucher Program (VASH), Mainstream Voucher Program, Permanent Supportive Housing Program (PSH), and Rapid Re-Housing (RRH).

This Bridge Housing concept will be used to support those persons and families who have significant, verifiable barriers to housing that prevent them from stabilizing long term and reducing their dependence on housing subsidies. This program will allow those individuals or households to bridge from the street to long term housing solutions.

Services to be provided under the Bridge Housing Program include:

Payment to landlords, property managers, and vendors to clear delinquent debts, judgments, and balances that prevent a person or family from being approved for permanent housing; temporary emergency shelter services in the form of short term hotel stays for persons that have identified permanent housing solutions but there has been a delay in transitioning; support transportation options to reconnect families in other localities that have agreed to provide permanent housing.

ALLOCATION OF FUNDS

Funds will be distributed annually to the Hampton Department of Human Services through the housing and homeless services program for five years or until all funds have been exhausted. The following GVPHC partner agencies have been identified as Bridge Housing program partners to ensure accessibility for clients across the Virginia Peninsula: Hampton Department of Human Services, Newport News Department of Human Services and James City County Social Services.

DISTRIBUTION OF FUNDS

All organizations actively participating in Rapid Rehousing Case Management may request these funds on behalf of the individuals and families receiving services through the Service Coordination and Assessment Network (SCAAN).

Participating Agencies accessing funds must:

be located within the CoC VA505

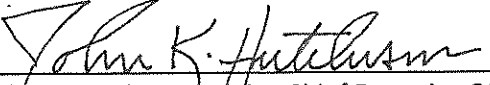
be a member of the GVPHC in good standing

be approved as an Access Point, Assessment Point or Housing Provider

PARTICIPANT ELIGIBILITY CRITERIA

Homeless persons and families must meet the H.U.D. definition of Homelessness, have a documented unpaid housing-related delinquency of rent, utilities, or damages with no other available resources, document where individual or family is going when requesting transportation or hotel stay and must be engaged with a GVPHC partner.

I have reviewed this implementation proposal and find that it meets the HUD requirements for Homeless Services.


John K. Hutcheson, Acting Chief Executive Officer

10/9/2024
Date

MEMORANDUM

DATE: February 25, 2025

TO: The Board of Supervisors

FROM: Toni E. Small, Director of Stormwater and Resource Protection

SUBJECT: Grant Award - \$369,852 - Virginia Stormwater Local Assistance Fund

The Stormwater and Resource Protection Division has been awarded a grant of \$369,852 from the Stormwater Local Assistance Fund (SLAF) through the Virginia Department of Environmental Quality. The source of funds is the Virginia General Fund. The grant funds the planning, design, and implementation of stormwater Best Management Practices that address cost efficiency and commitments related to reducing water quality pollutant loads. Since the Stormwater Local Assistance Grant was established in 2013, the Stormwater and Resource Protection Division has been successful in obtaining grant funds totaling approximately \$4.1 million. This year's award specifically funds the following project:

- Landing Circle Stream Restoration

The County's Fiscal Year (FY) 2025 budget for the Capital Projects Fund includes funding for the Landing Circle Stream Restoration project and \$393,000 of anticipated SLAF grant revenues. This grant award of \$369,852 will go toward the anticipated FY2025 Capital Projects Fund revenues and will support expenditures for this project.

Staff recommends the Board approve the attached resolution in order to accept the grant.

TES/md
GA-FY25SLAF-mem

Attachments:

1. Resolution
2. Project Location Map

RESOLUTION

GRANT AWARD - \$369,852 - VIRGINIA STORMWATER LOCAL ASSISTANCE FUND

WHEREAS, in Fiscal Year (FY) 2025, the Stormwater and Resource Protection Division was awarded a grant from the Stormwater Local Assistance Fund through the Virginia Department of Environmental Quality; and

WHEREAS, this grant would fund the planning, design, and implementation of stormwater Best Management Practices that address cost efficiency and commitments to reducing water quality pollutant loads; and

WHEREAS, this year's award specifically funds the Landing Circle Stream Restoration project, and the grant revenues anticipated to support this project were appropriated in the FY2025 Adopted Budget; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby accepts this grant award for the purposes described above and hereby authorizes the County Administrator to sign the necessary applications, agreements, and other documentation necessary to administer this project.

James O. Icenhour, Jr.
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

HIPPLE
NULL
LARSON
MCGLENNON
ICENHOUR

VOTES

AYE NAY ABSTAIN ABSENT

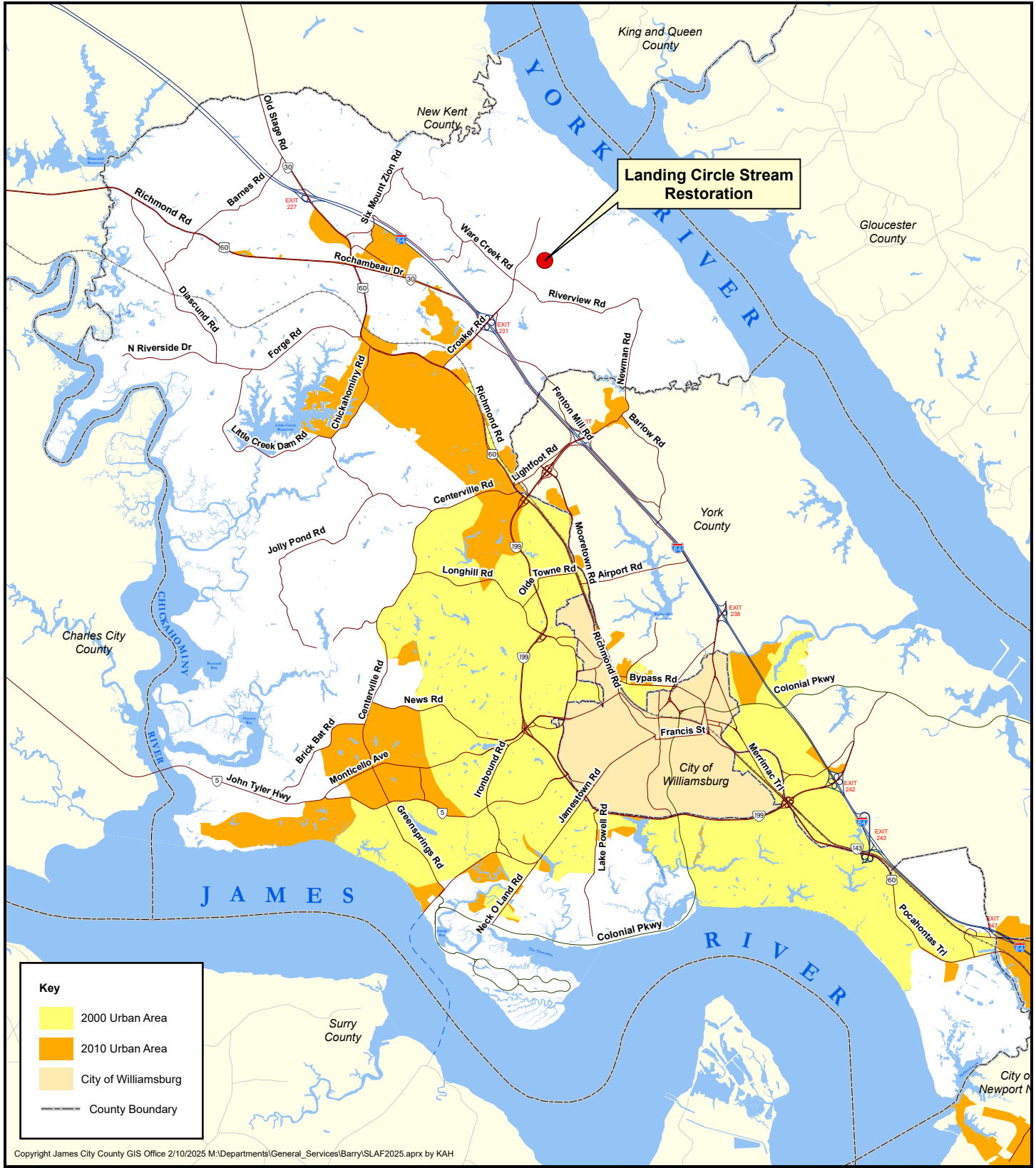
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Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of February, 2025.

GA-FY25SLAF-res



James City County FY 2025 Project Location Map



Key

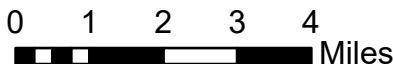
2000 Urban Area

2010 Urban Area

City of Williamsburg

County Boundary

Copyright James City County GIS Office 2/10/2025 M:\Departments\General_Services\Barry\SLAF2025.aprx by KAH



MEMORANDUM

DATE: February 25, 2025
TO: The Board of Supervisors
FROM: Andrew Dean, Assistant County Attorney
SUBJECT: Agreement to Purchase 8736 and 8744 Pocahontas Trail

The Board has authorized the County to move forward with the purchase of certain real property located at 8736 and 8744 Pocahontas Trail (the “Property”).

Pursuant to the Board’s authorization, the County Administrator has entered a contract for the purchase of the Property.

Attached is a resolution approving the purchase of the Property and granting the County Administrator authority to execute those documents necessary for the purchase and acceptance of the Property.

Staff recommends adoption of the resolution.

AD/ap
Pur8736-8744PocTrl-mem

Attachment

RESOLUTION

PURCHASE OF PROPERTY LOCATED AT 8736 POCAHONTAS TRAIL

AND 8744 POCAHONTAS TRAIL

WHEREAS, there exist two parcels of land in the County of James City County located at 8736 Pocahontas Trail and 8744 Pocahontas Trail and further identified as James City County Real Estate Tax Map Parcel ID Nos. 5910100017 and 5910100018 (the "Property"); and

WHEREAS, the Property is situated in the southern part of the County on Route 60 near James River Elementary School and is approximately 5.76 acres; and

WHEREAS, the property owners have offered to sell the Property; and

WHEREAS, the County has identified current and future needs for the Property including use by the James City County Department of Parks & Recreation; and

WHEREAS, the Board of Supervisors is of the opinion that the County should purchase the Property for no more than \$435,000.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby grant the County Administrator the authority to execute those documents necessary for the purchase and acceptance of the Property located at 8736 Pocahontas Trail and 8744 Pocahontas Trail and further identified as James City County Real Estate Tax Map Parcel ID Nos. 5910100017 and 5910100018.

James O. Icenhour, Jr.
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

HIPPLE
NULL
LARSON
MCGLENNON
ICENHOUR

VOTES

<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
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Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of February, 2025.

Pur8736-8744PocTrl-res

MEMORANDUM

DATE: February 25, 2025

TO: The Board of Supervisors

FROM: Christy H. Parrish, Zoning Administrator

SUBJECT: Initiation of Consideration of Amendments to the Zoning Ordinance Regarding Sexually Oriented Businesses

At the request of a supervisor, staff has prepared the attached Initiating Resolution to address sexually oriented businesses within the James City County Zoning Ordinance. The purpose of this initiative is to define such businesses and list them as requiring a Special Use Permit.

Staff recommends the Board of Supervisors adopt the attached resolution to initiate consideration of such amendments to the Zoning Ordinance and to refer this matter to the Policy Committee.

CHP/md
InitAmdZO-SOBus-mem

Attachment

RESOLUTION

INITIATION OF CONSIDERATION OF AMENDMENTS TO THE ZONING ORDINANCE

TO DEFINE SEXUALLY ORIENTED BUSINESSES AND TO LIST THEM AS

REQUIRING A SPECIAL USE PERMIT

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

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby initiate amendment of the James City County Code, Chapter 24, Zoning, to consider possible amendments to define sexually oriented business and to require a sexually oriented business to obtain a Special Use Permit in certain districts. The Planning Commission shall hold at least one public hearing on the consideration of amendments to said Zoning Ordinances and shall forward its recommendation to the Board of Supervisors in accordance with the law.

James O. Icenhour, Jr.
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

HIPPLE
NULL
LARSON
MCGLENNON
ICENHOUR

VOTES			
<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
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Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of February, 2025.

InitAmdZO-SOBus-res

MINUTES
JAMES CITY COUNTY BOARD OF SUPERVISORS
REGULAR MEETING
COUNTY GOVERNMENT CENTER BOARD ROOM
101 MOUNTS BAY ROAD, WILLIAMSBURG, VA 23185
January 14, 2025
5:00 PM

A. CALL TO ORDER

Mr. Icenhour called the meeting to order at approximately 5:03 p.m. following the James City Service Authority (JCSA) Board of Directors Regular Meeting.

B. ROLL CALL

Michael J. Hipple, Powhatan District
Barbara E. Null, Stonehouse District
Ruth M. Larson, Berkeley District
John J. McGlennon, Vice Chair, Roberts District
James O. Icenhour, Jr., Chair, Jamestown District

Scott A. Stevens, County Administrator
Adam R. Kinsman, County Attorney

Mr. Icenhour advised Mr. Frank Polster, Planning Commission representative, would lead the Board and citizens in the Pledge of Allegiance.

C. MOMENT OF SILENCE

D. PLEDGE OF ALLEGIANCE

Mr. Polster led the Board and citizens in the Pledge of Allegiance.

E. PUBLIC COMMENT

None.

F. CONSENT CALENDAR

1. Grant Application to the Community Flood Preparedness Fund – Round 5

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

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

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

G. PUBLIC HEARING(S)

Mr. Icenhour acknowledged Mr. Polster as the Planning Commission representative at the meeting.

1. Pre-Budget Public Hearing - FY2026 Budget

Ms. Sharon McCarthy, Director of Financial and Management Services, addressed the Board noting this meeting offered public comment opportunity on the upcoming budget. She added the citizen input would provide guidance to aid staff during the budget process. Ms. McCarthy indicated there was no Board action required at this time.

Mr. Icenhour thanked Ms. McCarthy.

Mr. Icenhour opened the Public Hearing.

1. Mr. Steven Mains, 3781 Capital Wynne Drive, addressed the Board highlighting recent tax increases and a minimal 6% increase of household income in James City County according to the United States Census Bureau. He questioned the affordability component for citizens and low-income workers. Mr. Mains spoke about inflation and substantial increases in insurance premiums and taxes. He touched on additional taxes in addition to personal property and real estate taxes. Mr. Mains encouraged Board consideration on tax reductions, specifically a tax rate of \$0.78 and encouraged \$0.72 in Fiscal Year 2026 to reflect inflationary costs. He thanked the Board for its time.
2. Ms. Susan Franz, 103 Cardinal Court, addressed the Board echoing Mr. Mains points. She agreed with the suggested \$0.78 tax rate. Ms. Franz recommended cutting certain expenses. She noted, for instance King William County's library spends approximately \$48,000 annually on mobile hotspots available for citizens. Ms. Franz further noted she called the James City County Library and was informed the library offered 18 mobile hotspots available for checkout. She questioned how much taxpayer money was spent on that. Ms. Franz encouraged the Board to cut government inefficiencies to keep County citizens taxes down.
3. Mr. Terry Ricks, 2561 William Tankard Drive, addressed the Board thanking the Board members for their dedication to public service. He mentioned many County citizens were pensioners and fixed-income families. Mr. Ricks spoke about inflation and the high cost of living over recent years. He encouraged Board consideration on tax reductions. He requested personal property taxes on vehicles be reduced and/or eliminated in addition to taxes on tips. Mr. Ricks thanked the Board for its time.
4. Mr. Jack Gurliaccio, 2700 Smallpage Trace, addressed the Board noting he was on a fixed-income like many other County citizens. He mentioned the high cost of living and requested Board consideration on tax reductions. Mr. Gurliaccio thanked the Board for its time.

Mr. Icenhour closed the Public Hearing as there were no additional speakers.

2. Ordinance to Amend and Reordain Section 24-24 of the James City County Zoning Ordinance

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

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

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

Ms. Liz Parman, Deputy County Attorney, addressed the Board noting an Ordinance was before

the Board to amend and reordain Section 24-24 of the James City County Zoning Ordinance. She mentioned this was a housekeeping measure to keep the County Code in conformance with the Code of Virginia. Ms. Parman noted Section 24-24 currently required an applicant for a land use permit or building permit to include a signed statement from the County treasurer certifying that for the subject property all real estate taxes owed to the County have been paid in full. She further noted Virginia Code Section 15.2-2286(B) now permits the County to require certification that all real estate taxes and nuisance charges, stormwater management utility fees, and any other charges that constitute a lien on the property have been paid. Ms. Parman mentioned the County Attorney's Office recommended amending the County Code to align with the Code of Virginia.

Mr. Icenhour asked if any Board members had questions.

The Board declined.

Mr. Polster addressed the Board reiterating this item was more of a housekeeping measure. He indicated there was no public comment and/or discussion. Mr. Polster stated on a roll call vote the Planning Commission voted 7-0 to recommend approval to the Board of Supervisors. He welcomed any questions the Board might have.

Mr. Icenhour asked if the Board had any questions.

The Board declined.

Mr. Icenhour opened the Public Hearing.

Mr. Icenhour closed the Public Hearing as there were no speakers.

3. SUP-24-0013. Ziegler Plumbing & Sewer, Inc. Resource Recovery Facility

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

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

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

Ms. Morgan Risinger, Senior Planner, addressed the Board noting Ms. Jessica Lasris, Ziegler Plumbing & Sewer, Inc., had applied for a Special Use Permit (SUP) to construct and operate a resource recover facility at 1671 Green Mount Parkway. She cited the specifics of the SUP application included in the staff report in the Agenda Packet. Ms. Risinger stated the proposed operation included transporting organic waste materials from grease traps, septic tanks, and sewer basins to the facility to be separated into liquid and solid waste materials. She added waste materials would be disposed at Hampton Roads Sanitation District (HRSD) dump stations. Ms. Risinger mentioned that staff had proposed SUP conditions to mitigate potential impacts. She noted at its December 4, 2024, meeting, the Planning Commission voted 7-0 to recommend approval of the application to the Board of Supervisors, subject to the proposed conditions. Ms. Risinger further noted staff found the application to be compatible with surrounding development and consistent with the Comprehensive Plan and Zoning Ordinance. She welcomed any questions the Board might have, adding the applicant team was available as well.

Mr. Icenhour asked if the Board had any questions.

Ms. Larson asked about the archaeological component regarding the application.

Ms. Risinger replied there were archaeological sites identified on the property which would require an archaeological study be conducted as part of the site plan process.

Ms. Larson thanked Ms. Risinger.

Mr. Polster addressed the Board noting discussion on clarification in relation to the County easement for the property. He further noted the existing Green Mount Parkway right-of-way ends with a cul-de-sac that was shown on the top left of the Master Plan and the proposed easement would extend beyond the cul-de-sac and passed the project site. Mr. Polster mentioned discussion regarding concerns of surrounding stormwater runoff and erosion of the ravine to the south of the Phase 1 portion of the site. He noted the applicant's site engineer had assured that the Stormwater Management Facility would mitigate stormwater runoff and resist erosion. Mr. Polster further noted there were two public speakers in support of the application. He stated on a roll call vote of 7-0 the Planning Commission voted to recommend approval of the SUP application to the Board of Supervisors.

Mr. Icenhour asked if the Board had any questions.

The Board declined.

Mr. Icenhour opened the Public Hearing.

1. Ms. Jessica Lasris, Mr. Clark Siebels, and Mr. Will Siebels, Ziegler Plumbing & Sewer Inc., 15324-A Warwick Boulevard, Newport News, VA, addressed the Board in support of the application as members of the applicant team. She provided a brief overview of the organization and its divisions. She indicated the Environmental Division would be the primary focus for discussion. Mr. Clark Siebels discussed the standard operations of the Environmental Division in addition to the capture and disposal procedures. He spoke about the organization's positive relationship with HRSD and highlighted the costs associated with disposal. Mr. Clark Siebels displayed a list of the organization's various residential and commercial customers within James City County on the PowerPoint presentation. Mr. Will Siebels mentioned challenges in the environmental waste hauling business due to dump fees, high travel costs, and other factors. He indicated the resource recovery facility would be the solution to mitigate the current issues. Mr. Will Siebels explained and displayed the delivery, dewatering, and composting process on the PowerPoint presentation. He touched on odor mitigation to include a biofiltration system and elaborated on that point in greater detail. Ms. Lasris discussed the proposed and future plans for the property and referenced the Master Plan depicted on the PowerPoint presentation. Mr. Will Siebels highlighted beneficial factors of this application and concluded his remarks.

Mr. Icenhour closed the Public Hearing as there were no additional speakers.

Mr. McGlennon thanked the applicant team for the presentation. He mentioned based on his understanding heat was a significant component in this process and asked about fire safety efforts.

Mr. Will Siebels replied fire safety was very important noting there would be limitations on pile sizes and individuals on-site for monitoring purposes.

Ms. Larson questioned if the extent of odor mitigation was enough due to future development surrounding the area.

Mr. Will Siebels replied he felt that the odor mitigation was sufficient as the property was surrounded by forest and was located in the rear of the Green Mount Industrial Park. He elaborated on his point in further detail.

Ms. Null expressed her support for this application and the significant benefits it offered.

Mr. Icenhour agreed with the beneficial factors of this service to the community and to HRSD. He expressed positive remarks to the applicant team.

4. SUP-24-0028. Liberty Ridge JCSA Water System Tie-In SUP Amendment

A motion to Approve was made by Barbara Null, the motion result was Passed.

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

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

Ms. Roberta Sulouff, Planner I, addressed the Board noting Mr. Vernon Geddy, Geddy, Harris, Franck, & Hickman, LLP, had applied on behalf of JCC, LLC, the developers of the Liberty Ridge subdivision to amend Condition No. 2 of SUP-23-0023. She explained that the amendment would allow the remaining unplatted, but approved, lots to connect to the development's central well, which was connected to the JCSA system. Ms. Sulouff cited the specifics of the SUP application included in the staff report in the Agenda Packet. She indicated that Liberty Ridge was a by-right subdivision that has been in the process of developing since the early 2000s. Ms. Sulouff stated the lot layout and infrastructure plan for Liberty Ridge received preliminary approval in 2006. She further stated that the preliminary approval allowed the developer to plat all lots shown on the plan through the standard administrative process, provided the lots met zoning and subdivision requirements. Ms. Sulouff noted one requirement was that the development must be served by a central well, which would later be dedicated to JCSA but not connected to the JCSA system. She further noted that preliminary subdivision approval was generally valid for five years from the date of recordation of a plat for any portion of the approved preliminary plan. Ms. Sulouff advised that while the plan's preliminary approval was extended, it did expire in April 2020. She stated that in 2023, while the Liberty Ridge project was dormant from a planning perspective, JCSA applied for an SUP to connect the development's independent central well system to the JCSA system. Ms. Sulouff further stated in the application, JCSA indicated many benefits to this connection, including load relief, redundancy, and efficiency. She noted the Board unanimously approved the extension earlier in 2024 with the condition that no further connections would be allowed outside of the Primary Service Area (PSA). Ms. Sulouff further noted a few months later, the General Assembly passed the budget bill with a special provision extending preliminary subdivision approvals that had expired in 2020. She indicated that when the budget bill became law, Liberty Ridge's preliminary approval was reinstated. Ms. Sulouff stated that in this very unusual case, the applicant could not conform to the Subdivision Ordinance and connect to its own central well system due to conditions of JCSA's SUP. She further stated that although staff recommended denial of JCSA's original SUP request, staff had recommended approval of this amendment to permit the extension of water outside of the PSA to allow the applicant to conform to County Code and be consistent with the County's preliminary approval process. Ms. Sulouff noted staff recommended amendment to SUP-23-0023. She welcomed any questions the Board might have, adding the applicant was available as well.

Mr. Icenhour asked if the Board had any questions.

The Board declined.

Mr. Polster addressed the Board noting the uniqueness of this case. He mentioned a separate western portion of the property displayed on the PowerPoint presentation was excluded from state legislation. Mr. Polster stated on a roll call vote of 7-0 the Planning Commission voted to recommend approval of SUP-24-0028. Liberty Ridge JCSA Water System Tie-In SUP Amendment to the Board of Supervisors.

Mr. McGlennon requested confirmation that all parties involved were on the same page regarding lots permitted to the JCSA connection.

Mr. Geddy advised only the area shown on the preliminary subdivision plan that was approved in 2006 would be permitted for connection.

Mr. Icenhour thanked Mr. Geddy.

Mr. Icenhour opened the Public Hearing.

1. Mr. Vernon Geddy, Geddy, Harris, Franck, & Hickman, LLP, 1177 Jamestown Road, addressed the Board noting he was the applicant's representative. He acknowledged Mr. Branch Lawson of JCC, LLC, in attendance. Mr. Geddy mentioned this case was highly unusual and noted it was unlikely to be repeated. He discussed the details of the history of Liberty Ridge's preliminary approval and the reinstatement allowed 75 lots to be platted based on recent state legislation. Mr. Geddy advised a recent lot was platted in the new section of Liberty Ridge, adding the right to develop was vested for another five years. He indicated that process was underway. Mr. Geddy noted that if the case was approved there would be numerous benefits to County and JCSA operations. He further noted that no property outside of Liberty Ridge would be permitted to use Liberty Ridge's connection. He encouraged the Board to recommend approval of the SUP amendment. Mr. Geddy welcomed any questions the Board might have.

Mr. Hipple asked if there were plans for the western portion of the property in the future.

Mr. Geddy replied no, not at this time.

Mr. Icenhour asked about the timeline regarding the 75 lots to be platted.

Mr. Geddy replied that development plans were currently under review and based on the Board's approval, then platting would commence.

Mr. Icenhour closed the Public Hearing.

Mr. McGlennon stated he was inclined to support the application.

Mr. Icenhour asked the County Attorney if a similar application were to come forward under current County Ordinances, adding the County removed the central well requirement, if subdividing were to occur would it require individual wells and septic systems for each lot.

Mr. Kinsman confirmed yes.

Mr. Icenhour noted if the Board approved the application, Liberty Ridge would install the infrastructure to connect to JCSA's system, adding JCSA would gain 75 customers; however, JCSA would assume responsibility for the additional infrastructure. He further noted if the Board chose not to approve the application the unplatted lots could be developed on three-acre lots on individual wells and septic systems. Mr. Icenhour looked to Mr. Kinsman for clarification on that point.

Mr. Kinsman replied correct. He noted a JCSA waiver would be required but it was an option.

Mr. Icenhour thanked Mr. Kinsman.

H. BOARD CONSIDERATION(S)

None.

I. BOARD REQUESTS AND DIRECTIVES

Mr. Hipple noted he had no comments.

Ms. Null mentioned she attended a Habitat for Humanity Peninsula Groundbreaking Ceremony on December 14, 2024, for the construction of a new home on Chickahominy Road. She noted Mr. Icenhour and Mr. McGlennon also attended the ceremony. Ms. Null stated she attended the JCSA Holiday Luncheon. Ms. Null further stated she attended The Pavilion at Williamsburg Place's 32-bed expansion Ribbon Cutting and Open House event. She expressed positive remarks of the organization and the event.

Ms. Larson stated she participated in a LEAD Greater Williamsburg panel and spoke highly of the event. She clarified that tax rates had not increased; however, it was the real estate tax assessments that increased which ultimately led to the higher real estate taxes. Ms. Larson elaborated on her point in further detail and noted this year was a non-reassessment year. She stated next week the Board had its Legislative Conference in Richmond with Virginia Association of Counties (VACo). Ms. Larson extended congratulations to Mr. Icenhour and Mr. McGlennon for their nominations on Chair and Vice Chair.

Mr. McGlennon stated he attended the Swearing-In Ceremony for the Williamsburg City Council members. He expressed positive remarks of the event and continued collaborations with the City of Williamsburg. Mr. McGlennon extended congratulations to the reelected Council members Ms. Barbara Ramsey and Vice Mayor Pat Dent in addition to the newly elected Council member Ms. Ayanna Williams. He thanked Ms. Larson for her leadership this past year as Chair of the Board of Supervisors. Mr. McGlennon thanked County staff in collaboration with Williamsburg-James City County Public Schools for providing space for a funeral service for Mr. Abram Frink Jr. He noted Mr. Frink had served as a member of the James City County Board of Supervisors and served as his predecessor for the Roberts District for 14 years. Mr. McGlennon highlighted additional details about Mr. Frink.

Ms. Larson expressed her desire to extend thoughts and prayers to California regarding the wildfire devastation.

Ms. Null stated she grew up in the Pacific Palisades in Los Angeles, California. She mentioned all of the homes she and her family once lived in were now gone including the high school she attended. She thanked Ms. Larson for the extended prayers to the Californians affected by the wildfire devastation.

Mr. Icenhour informed his fellow Board members that there were Statements of Economic Interests that need to be filed by the end of the month. He thanked the Board for its support and nomination of Chair this year. Mr. Icenhour highlighted the goals for this year to include: 1) the completion of the revised joint school operations contract; 2) 100% design phase completion and construction to commence on the new County Government Complex; 3) Strategic Plan update; 4) develop contingency plans for an economic downturn; and 5) encourage more frequent Town Hall meetings. He indicated the Board had a total of 35 adopted policies and encouraged his fellow Board members to review those policies as some may need to be updated.

J. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Stevens mentioned recent winter weather and referenced the JCC Alert System at jccalert.org. He encouraged County citizens to sign up to receive emergency notifications.

K. CLOSED SESSION

1. Consideration of a personnel matter, the appointment of individuals to County Boards and/or Commissions pursuant to Section 2.2-3711 (A)(1) of the Code of Virginia.

- a. Appointment to the Historic Triangle Bicycle Advisory Committee

A motion to Appoint Mr. David Sulouff to a term on the Historic Triangle Bicycle Advisory Committee that expires December 31, 2026, was made by John McGlennon, the motion result was Passed.

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

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

- b. Appointments to the Planning Commission

2. Discussion of the award of a public contract involving the expenditure of public funds, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711(A)(29) of the Code of Virginia and pertaining to the contract for the joint operation of schools between the County and the City of Williamsburg.

3. Certification of Closed Session

At approximately 6:12 p.m., the Board entered Closed Session.

At approximately 6:31 p.m., the Board re-entered Open Session.

A motion to Certify the Board only spoke about those items indicated that it would speak about in Closed Session was made by John McGlennon, the motion result was Passed.

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

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

L. ADJOURNMENT

1. Adjourn until 1 pm on January 28, 2025 for the Business Meeting

A motion to Adjourn was made by Ruth Larson, the motion result was Passed.

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

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

At approximately 6:32 p.m., Mr. Icenhour adjourned the Board of Supervisors.

MINUTES
JAMES CITY COUNTY BOARD OF SUPERVISORS
BUSINESS MEETING
COUNTY GOVERNMENT CENTER BOARD ROOM
101 MOUNTS BAY ROAD, WILLIAMSBURG, VA 23185
January 28, 2025
1:00 PM

A. CALL TO ORDER

B. ROLL CALL

Michael J. Hipple, Powhatan District - Absent
Barbara E. Null, Stonehouse District
Ruth M. Larson, Berkeley District - Absent (arrived at approximately 2:05 p.m.)
John J. McGlennon, Vice Chair, Roberts District
James O. Icenhour, Chair, Jamestown District

Scott A. Stevens, County Administrator
Adam R. Kinsman, County Attorney

Mr. Icenhour noted Mr. Hipple was absent due to sickness and Ms. Larson was enroute from Richmond and expected to arrive shortly. Mr. Icenhour stated the presentation to Mr. Tim O'Connor of the Planning Commission was indicated on the Agenda, but Mr. O'Connor was unable to attend. Mr. Icenhour noted Mr. O'Connor's presentation would be made at the Board's next meeting.

C. PRESENTATION(S)

1. Proclamation - Tim O'Connor

D. CONSENT CALENDAR

Mr. Icenhour asked if any Board member wished to pull any item(s).

1. Contract Award - \$262,166 - Laurel Lane Elementary School Safe Routes to School Sidewalks - Timmons Group, Inc.

A motion to Approve was made by Barbara Null, the motion result was Passed.
AYES: 3 NAYS: 0 ABSTAIN: 0 ABSENT: 2
Ayes: Icenhour Jr, McGlennon, Null
Absent: Hipple, Larson

2. Grant Award - \$23,340 - Community Paramedicine Software

A motion to Approve was made by Barbara Null, the motion result was Passed.
AYES: 3 NAYS: 0 ABSTAIN: 0 ABSENT: 2

Ayes: Icenhour Jr, McGlennon, Null

Absent: Hipple, Larson

3. Grant Award - \$50,000 - James City County CONECT Program

A motion to Approve was made by Barbara Null, the motion result was Passed.

AYES: 3 NAYS: 0 ABSTAIN: 0 ABSENT: 2

Ayes: Icenhour Jr, McGlennon, Null

Absent: Hipple, Larson

4. Minutes Adoption

A motion to Approve was made by Barbara Null, the motion result was Passed.

AYES: 3 NAYS: 0 ABSTAIN: 0 ABSENT: 2

Ayes: Icenhour Jr, McGlennon, Null

Absent: Hipple, Larson

The Minutes Approved for Adoption included the following meetings:

- December 6, 2024, Joint Meeting with Williamsburg City Council, Williamsburg-James City County (WJCC) School Board, and James City County Board of Supervisors
- December 10, 2024, Business Meeting
- December 10, 2024, Regular Meeting
- January 14, 2025, Organizational Meeting

E. BOARD DISCUSSIONS

1. Strategic Plan Update

Mr. Jason Purse, Assistant County Administrator, addressed the Board noting that Clarion Associates, the County's consultant, had conducted the first public input phase of the Strategic Plan update project in the fall of 2024. He noted representatives from Clarion Associates would provide a remote presentation based on those findings. Mr. Purse stated the consultant would also begin guidance to the Board regarding the goals.

Ms. Leigh Anne King, Director of Clarion Associates, addressed the Board regarding accessibility to the presentation.

The Board members confirmed the presentation was available.

Ms. King noted she was joined by Ms. Julie Herlands, Vice President of TischlerBise. Ms. King noted TischlerBise was Clarion Associates' teaming partner focused on the fiscal analysis component. Ms. King stated she would provide a status update on the project, results of the last public engagement, recommended Strategic Plan framework, and fiscal analysis questions to garner the Board's feedback. Ms. King invited the Board members to ask questions as she moved through the presentation. She explained the year-long process, which began in the summer of 2024, would culminate in the fall of 2025. Ms. King detailed the timeline, adding five phases were included in the project process. She noted the work completed to date during Phase 1 included interviews with the Board, County departments, and key County partners, an assessment of the 2035 Strategic Plan, and preparation of the Phase 1 Summary Report. Ms. King continued with the Phase 2 work which included the community engagement session, adding a summary report of that input was posted on the County's website. She noted meeting

with County departments to begin the identification of capital projects inventory and operational initiatives for the next Strategic Plan incorporation. Ms. King stated staff had ranked priorities which were under review. She noted both the Phase 1 Summary Report and the Public Engagement Summary were available on the project website, a component of the County's website. Ms. King further noted searching on Strategic Plan to access the documents for more information. She highlighted an overview of the public engagement findings, which included the September 9, 2024, public workshop at Legacy Hall. Ms. King stated the same activities were presented online from September 9 to October 10, 2024. She noted 180 individuals participated during both those events. Ms. King further noted 114 respondents (96.5%) who completed the exit questionnaire portion of the survey materials stated they lived in James City County with 3.5% non-County residents. She continued the presentation highlighting the percentage of respondents who worked in the County as well as the percentage employed elsewhere in addition to a race and ethnicity breakdown. Ms. King noted the data was representative of the numbers Clarion Associates like to see in relation to community members. She continued the PowerPoint presentation noting the statistics regarding Hispanic/Latinx representation. Ms. King stated the percentages aligned with census data concerning the County. She noted the Jamestown District had the highest percentage of respondents with the remaining four districts and the category labeled not sure were fairly evenly represented in their respective percentages. Ms. King addressed the percentages in relation to respondents' age categories with 65 years or over at the highest percentage. She spoke to this category in more detail. She noted the report had more detailed information, but a summary focused on community members valuing public services. Ms. King noted parks and recreation facilities and emergency response services were of particular importance in value, in addition to the County's commitment to high-quality public services, communication, and fiscal efficiency. She further noted areas of dissatisfaction included stormwater management, traffic, and overdevelopment. Ms. King addressed feedback regarding the priority order of public services from a residential standpoint which were public safety, community development, land use planning, public education, and courts and criminal justice. She added other priorities included stormwater management, public transportation, and libraries. Ms. King noted respondents were asked to provide information about their reactions to the Strategic Plan themes from the Phase 1 evaluation, particularly in comparison to the previous Strategic Plan. She highlighted those themes in more detail in the presentation, adding respondents also felt these themes were important and should be included in this update. Ms. King noted respondents were asked about their level of support to the current Strategic Plan goals with strong support of the existing goals. She further noted the highest support focused on sustainable, long-term water supply, high-quality education, and exceptional public services. Ms. King stated respondent feedback indicated more emphasis on water quality, schools, housing, and community character in relation to the language used in the goals. She noted three potentially new Strategic Plan goals which were a result of the Phase 1 assessment work. Ms. King said the three goals focused on communication and transparent governance, engagement and retention of County staff, and attainable housing. She noted respondents were receptive to the three new goals. Ms. King stated the recommended framework for the Strategic Plan and the establishment of the more concrete goals within the Strategic Plan. She explained the framework encompassed some existing pieces while incorporating some new ones also. Ms. King explained the Mission & Values section would build off the existing ones in the current Strategic Plan. She noted a new component, Guiding Principles, would be incorporated. Ms. King stated another component, the identification of Goals. She noted that due to the strong results during Phase 1 from both interviews and public input, many of the goals were recommended for continuation with some adjustments in the update. Ms. King further noted the last component, Actions, focused on capital projects and operational initiatives. She stated those elements would be available in future phases. Ms. King noted the County's Mission statement was an established element. She noted Clarion Associates recommended the use of that Mission statement as well as the Values statement which focused on Integrity, Collaboration, Excellence, and Stewardship as highlighted in the presentation. Ms. King stated these values were reflected in the community feedback and results from Phase 1. She noted those two components were recommended to be the highest level of the Strategic Plan. Ms. King further noted the new component, Guiding

Principles, was another recommendation with the inclusion of three elements: service-focused, fiscally efficient, and transparent communications. She addressed the three elements in more detail. Ms. King noted the next component was the Goals which were listed in alphabetical order on the presentation. She addressed the top goal, Collaborate to Secure a Sustainable Long-Term Water Supply, and the Board's consideration on retaining that goal for the County government, particularly with regard to the independent operation of the James City Service Authority (JCSA). Ms. King spoke to that point in more detail. She continued the presentation highlighting the remaining goals. Ms. King noted having a discussion with the Board regarding a potential hierarchy of goals if desired. She asked the Board about the goals and removal of the Sustainable Long-Term Water Supply goal in relation to JCSA's independent management of that community service.

Ms. Larson noted the importance of that goal in relation to County citizens and their dependence on the water. She further noted factors could change with the next gubernatorial administration and spoke to that point in more detail. Ms. Larson expressed concern regarding removal of that goal.

Ms. Null stated retaining that goal, adding members of the Board of Supervisors also sat on the JCSA's Board of Directors.

Mr. Icenhour echoed Ms. Null's comments. He noted the possible inclusion of wording to reflect collaboration with JCSA. Mr. Icenhour further noted the importance of the interconnection and retention of the goal in the Strategic Plan, but with a clearer message regarding the collaboration.

Ms. King noted that feedback was very helpful and could be fixed easily. She asked the Board about the remaining goals, particularly the two new ones: Engage and Retain County Staff and Preserve and Support Development of Attainable Housing.

The Board concurred on that point.

Ms. King asked the Board if there were any additional comments regarding Goals.

Mr. Icenhour responded the goals looked good, adding some minor adjustments as noted would be incorporated. He noted the helpful feedback received from the public.

Ms. King continued the presentation addressing fiscal testing options. She noted one aspect was reviewing the fiscal implications of potential Strategic Plan priorities. Ms. King further noted operational expenses for fiscal consideration in relation to the general budget. She addressed the various components of the fiscal analysis. Ms. King noted the County had a current fiscal impact model which Ms. Herlands and her team would update. She added that Ms. Herlands and her team would prepare a fiscal conditions report summary to be shared at the next briefing in March. Ms. King noted that prior to the report, it was important to ensure the Board was aligned with the specific questions targeted for the fiscal analysis. She stated initial discussion with the County's leadership team and departmental representatives to develop a list of questions. Ms. King explained the components of the test fiscal questions that Ms. Herlands' team would use and the initial conceptual approach with a more detailed model to follow. She noted some testing choices could potentially overlap other areas and generate duplicate results. Ms. King identified the initial questions for testing in the presentation, adding Ms. Herlands was available to hear input from the Board. Ms. King addressed the area of increased staffing levels for priority service areas and consideration of the space needs study and the Comprehensive Plan fiscal analysis assumptions for full-time equivalent employees. She noted staffing issues would also be compared to staffing levels in other communities. Ms. King stated the next recommendation focused on increased retention/recruitment efforts for County staff. She added monetary impacts to the County could be a consideration. Ms. King continued noting changes in levels of service with an increase or decrease based on community-identified priority or other

priority criteria. She noted the final question focused on long-term operational costs of capital improvements. Ms. King further noted ongoing costs for maintenance of capital improvement projects was one component for consideration. She asked the Board if it had any questions regarding the four options presented or additional questions to be considered in the model testing.

Mr. McGlennon questioned if during the economic analysis would there be a way to adjust based on potential economic changes over the next few years.

Ms. Hertlands asked Mr. McGlennon to elaborate on that question.

Mr. McGlennon referenced various economic cycles and recession. He questioned what preparations could be made to address such scenarios, adding possible reduced expenditures as an example.

Ms. Hertlands responded that point could be a consideration under fiscal efficiency. She cited one consideration focused on a reduction in assessed value, which fell on the ledger side of revenue. Ms. Hertlands referenced the housing downturn during the previous recession. She noted the challenge of not changing too many variables in each scenario. Ms. Hertlands spoke on that point in more detail.

Mr. McGlennon said he was also considering possible preparations with regard to personnel. He referenced the possibility of time when vacancies were unable to be filled and the opportunity for employee cross-training.

Ms. Hertlands confirmed yes.

Mr. McGlennon noted his questions required no immediate reaction, but he posed them for future consideration.

Ms. Hertlands agreed. She noted those questions were considerations to be explored in the model and thanked Mr. McGlennon for his comments.

Mr. Icenhour thanked Ms. King and Ms. Hertlands for the opportunity to provide feedback.

Mr. McGlennon asked if the goal was to narrow the four considerations to three.

Ms. King confirmed yes. She noted if the Board deemed some considerations merited more testing, then the consultant team welcomed those comments.

Ms. Larson identified long-term operational costs of capital improvements as one area to retain. She noted recommendation No. 2, staffing and retention, was essential to address recommendation No. 1, increase staffing levels for priority service areas. Ms. Larson favored retaining the last three recommendations.

Mr. McGlennon noted the implication of increased service as a roll-in component to the staffing and retention recommendation.

Ms. King concurred, adding staffing could be part of the level of service recommendation.

Ms. Hertlands noted the Board's comments were helpful for guidance. She further noted filtering through the various levels of general, conceptual, and then more specific as the consultant team worked with staff. Ms. Hertlands addressed the economic recession point and the possibility of reduced level of service as considerations during the testing. She noted the results of that testing would be reported back to the Board.

Ms. King echoed the review of the level of service aspect during potential economic shifts.

Mr. McGlennon noted the importance of preparation in advance of any possibility.

Ms. King and Ms. Hertlands agreed.

Ms. King addressed the next steps in the process. She noted the Technical Advisory Group (TAG) comprised of departmental representatives had ranked the priorities and initiatives on January 6 with a follow-up of the rankings by the Executive Leadership Team (ELT) along with fiscal discussion. Ms. King thanked the Board for its input regarding the fiscal questions which allowed the consultant team to move to the next phase. She detailed the next step would be additional contact with the ELT with specificities and adjustments to the fiscal model prior to testing. Ms. King noted those fiscal analysis findings would be presented at the TAG meeting in early March followed by a presentation to the Board in late March. She welcomed any questions from the Board.

Mr. Icenhour referenced an earlier comment regarding people's dissatisfaction with traffic and overdevelopment, adding those elements were not surprises. He questioned the stormwater management issue and the nature of that feedback.

Ms. King responded that concern focused more on general drainage issues. She questioned if the timing of the survey coincided with heavy storms in the County. Ms. King noted that scenario can influence responses. She further noted she recalled no specific locations within the County, but rather an overall drainage complaint.

Ms. Larson noted she had the same question particularly as the County had done significant stormwater improvements. She added some drainage issues might be problems associated with the Virginia Department of Transportation (VDOT) and not the County's responsibility regarding stormwater.

Ms. King agreed.

Ms. Larson noted the need to educate people on that point.

Mr. Icenhour asked Ms. King if the consultant team had the feedback from the Board it needed to move forward.

Ms. King responded yes to the Guiding Principles and the Goals. She noted the possibility of more discussion on prioritization at a later date. Ms. King spoke on those points in more detail. She thanked the Board for its guidance.

Mr. Icenhour noted the Board looked forward to the fiscal findings report in March.

Ms. King and Ms. Hertlands thanked the Board.

2. Employee Engagement Survey Presentation

Ms. Jonni LaGesse, Human Resources Administrative Coordinator, addressed the Board with background on the importance of the employee engagement survey in relation to organizational performance and success. She cited additional significant benefits such as organizational performance and success as a result of engaged employees. Ms. LaGesse noted the County's Human Resources Department developed the employee engagement survey in 2018. She further noted the survey was designed to measure conditions leading to engagement with the survey questions establishing the framework of the workplace environment. Ms. LaGesse stated some recent revisions were made for clarification as well as increased anonymity based on employee feedback and comments. She noted that on October 25, 2024, Human Resources invited all

County, JCSA, and Williamsburg Area Transit Authority (WATA) employees to participate in the biennial survey. Ms. LaGessee further noted the survey results reflected employee perspectives regarding areas of things done well and those needing improvement. She stated all results were confidential with no attempt to link individuals to the responses. Ms. LaGessee noted that point was stressed with the latest survey. She highlighted in the PowerPoint presentation that the 2024 employee engagement survey response had decreased from the previous years. Ms. LaGessee noted the 2024 response rate was 43%, down from 71% in 2020 and 2022. She highlighted the departmental breakdown, adding half of the departments failed to meet a 50% rate of completion with the balance barely exceeding 50%. Ms. LaGessee attributed those statistics to several factors: only two options for electronic access via an all-staff email with a link on the Employee Portal or request a paper copy to be returned. She noted the latest survey had a more relaxed outreach approach in which all-staff emails, personal emails, and personal reminders were incorporated based on an anonymity change in which individual emails were uploaded to the survey collector and prompted periodic reminders. Ms. LaGessee noted employees were then hesitant to participate. She acknowledged that human error with tracking the data was also another consideration for the reduction. Ms. LaGessee detailed the percentage process used for the data. She noted at the time of the survey the number of employees was projected to be 1,115. Ms. LaGessee further noted that of the approximately 540 who started the survey, only 483 completed the survey. She stated another factor for the decrease could have been a result of the anonymity attempts creating the opposite effect with the associated changes. Ms. LaGessee highlighted other statistics in the presentation, adding no set response rate standard existed based on multiple variables. She noted some employees were nonparticipants based on their belief that others were participating in the survey, and their individual survey result was inconsequential. Ms. LaGessee noted the importance of focusing on the number of respondents necessary to represent the goal headcount. She spoke to that point in more detail. Ms. LaGessee noted the need to collect a better response rate in the future for accuracy and validity. She further noted the PowerPoint slide indicated a 100% response rate for Human Resources with seven employees participating, adding she had not completed a survey and that number was inaccurate. Ms. LaGessee continued the presentation highlighting a demographic breakdown by various categories such as gender, race, ethnicity, marital status, organizational role, and employment tenure. She provided the participation percentage by age range, adding the current survey allowed for the nondisclosure option which enhanced anonymity. Ms. LaGessee stated this variable made comparison to previous surveys more difficult.

Ms. Larson asked what past concerns had existed regarding survey anonymity.

Ms. LaGessee stated that employees had commented on concerns regarding their responses and confidentiality.

Ms. Larson questioned what measures had been implemented to ensure employees knew their responses were confidential. She asked if the responses were kept confidential.

Ms. LaGessee stated yes that point was stressed when employees called Human Resources regarding that point. She noted she was unsure if action had occurred post-survey in past years, but she would follow up on that point.

Ms. Larson asked if correspondence indicated the surveys were kept confidential.

Ms. LaGessee confirmed the confidentiality point was stressed with the recent survey.

Ms. Larson questioned why employees thought the surveys were confidential.

Ms. LaGessee said the reaction was frequent with employee engagement surveys. She noted the number of calls she had received regarding confidentiality. Ms. LaGessee spoke to the employee concerns in more detail.

Mr. Stevens noted the reaction was not unique to the recent survey, adding that groups of people generally were sure their responses were tracked to them via their computers. He further noted employees were reassured that situation was not the case. Mr. Stevens stated the data was not for that purpose, adding that the feedback was very helpful.

Ms. Larson thanked Mr. Stevens.

Ms. LaGesse indicated an update to the current survey was the use of the Equal Employment Opportunity Commission (EEOC) categories which made a comparison to past results more difficult. She highlighted that some decreases were due to turnover and other factors. Ms. LaGesse noted areas of highest and lowest levels of agreement. She further noted the timing of this survey differed from the past surveys which were conducted in the latter part of August. Ms. LaGesse stated the overall results of the 2024 survey were higher. She noted specific feedback in more detail. Ms. LaGesse highlighted the departmental purpose percentages from 2020, 2022, and 2024 in the presentation. She noted Question No. 4 - customer needs were the top priority in this department - had the highest increase in the section, but it was the only percentage not in the 90th percentile and with the largest gap in ratings from 2020. Ms. LaGesse further noted customers could also include visitors and businesses, and the impact of the COVID-19 pandemic influence on the percentage. She highlighted statistics for the category of department leadership. Ms. LaGesse noted this section had been significantly revised, which addressed the Department Director only, not the Assistant Director or supervisors. She continued with the next section - information sharing and work environment - focused on interpersonal relationships. Ms. LaGesse noted overall improvements were noted for this section. She addressed section 5 - workplace culture - which focused on the collection of shared values, attitudes, behaviors, and norms of the organization which assist shaping how things were accomplished. Ms. LaGesse noted several highlights in this section's data. She noted a major motivator in the workplace focused on a feeling of being valued, respected, and heard. Ms. LaGesse further noted exploring what the County was doing right and improving the satisfaction ratings. She highlighted other areas for review regarding fair treatment. Ms. LaGesse continued with statistics from the next section - accountability and performance management. She highlighted the percent increase in two categories in which supervisors displayed active interest in employees' professional development and advancement and consistent maintenance of policies, adding both criteria bolstered employee morale. Ms. LaGesse addressed the last section of the survey - job satisfaction - saw noticeable higher changes, particularly from 2020. She noted the higher percentage reflected post-COVID-19 impacts with factors such as work-life balance along with filled job vacancies. Ms. LaGesse highlighted satisfaction with overall compensation, which included pay and benefits, increased significantly from previous survey years. She referenced the Bolton compensation study and the changes which were made effective October 1, 2024, adding that was the first month the survey launched. Ms. LaGesse highlighted results of the open-ended comments and the next steps in the presentation. She noted an overall positive response; however, the areas for improvement also included communication, accountability, compensation and pay, and work-life balance. Ms. LaGesse further noted the work-life balance feedback was more department specific and that information had been shared with department directors. She added that Human Resources would work with department directors and County Administration to address those concerns. Ms. LaGesse noted the need to continue conversations with the workforce regularly regarding the feedback in hopes of surpassing the 2020 percentage scores.

Mr. Icenhour asked if the Board had any questions for Ms. LaGesse.

Ms. Larson noted most of her questions would be addressed to Mr. Stevens; however, she referenced Ms. LaGesse's statement that the Human Resources number of survey participants was incorrect as Ms. LaGesse had not participated in the survey. Ms. Larson asked what the next survey would look like and questioned the creator of the survey. She questioned if SurveyMonkey had created this one and if not, what platform was used to ensure correct

numbers.

Ms. LaGessee stated the platform was SurveyMonkey. She noted confusion regarding Human Services, now known as Social Services, and calls that come into Human Resources for that group as well as the possibility of individuals concerned about anonymity. Ms. LaGessee further noted that was an area for Human Resources to look into and determine better ways for accurate responses without compromise.

Ms. Larson noted Ms. LaGessee had indicated 'we' several times in her presentation. She asked if Human Resources would review the data, adding the overall percentages looked good. Ms. Larson asked what the next steps were in the process.

Ms. LaGessee noted initiatives would be developed to identify areas with higher percentages of positivity. She further noted if the feedback was department-based, Human Resources would brainstorm with the respective departments to develop a plan for improvement.

Mr. Stevens said that a common theme of employees not being held accountable was noted during all surveys. He noted he felt that point was incorrect, adding the perception felt otherwise. Mr. Stevens stated if an employee was disciplined then a co-worker should not be aware of that fact.

Ms. Larson agreed.

Mr. Stevens noted employees had been dismissed while others were engaged in performance improvement plans, but that information was not shared. He added that he was unsure how to improve that rating unless everyone performed their job. Mr. Stevens noted Ms. LaGessee had presented the aggregate information, adding individual department feedback would be addressed. He spoke to that point in more detail on how to achieve a higher percentage. Mr. Stevens addressed balancing individual responses. He noted some computers were possibly used by multiple employees for the surveys. Mr. Stevens stated that overall good data was being reported, and the County was using it for improvement.

Ms. Larson encouraged employees to take the survey. She noted change was difficult if no one knew where problems or areas for improvements existed. Ms. Larson further noted the need to be truthful to generate results.

Mr. McGlennon noted the improvement from the past two surveys. He acknowledged Mr. Stevens' action on areas where changes were needed.

Mr. Icenhour encouraged employees to participate in the survey. He stressed the importance of hearing from all employees. Mr. Icenhour noted the importance of feedback so that problems could be addressed and fixed. He further noted concerns regarding anonymity, adding employee's individual identification was not the goal, but rather the trends of goals that required attention. Mr. Icenhour expressed his appreciation for the presentation and echoed Mr. McGlennon's comments on the improved survey results.

3. General Services Headquarters Update

Ms. Grace Boone, Director of General Services, addressed the Board stating she was joined by Mr. Shawn Gordon, Chief Civil Engineer, and Mr. Andrew McKinley, Principal Architect with VIA design architects, pc. She noted an update on the future General Services building. She provided some history on the 40+-year colocation of both General Services and JCSA on the Tewning Road Complex. Ms. Boone noted the location offered no room for expansion or operation for either group. She further noted the County conducted a space needs study in 2020 which determined a new General Services facility was warranted and with the Board's approval, the project moved forward. Ms. Boone stated a parcel of land near the Law

Enforcement Center on Opportunity Way was identified. She added that a contract with VIA design architects, pc took place in 2024. Ms. Boone noted Mr. McKinley would provide a presentation.

Mr. Andrew McKinley, VIA design architects, pc, addressed the Board stating VIA design architects, pc, partnered with EskewDumezRipple, a design firm based out of New Orleans with a Washington, D.C. office as well. He stated it was not an uncommon practice for collaboration with two different architectural firms. Mr. McKinley noted VIA design architects, pc was contracted around May 2024 and began the information gathering process which was based off the 2043 space needs assessment. He further noted the use of programming workshops and other components of the plan as highlighted in the PowerPoint presentation. Mr. McKinley stated the varied shifts at General Services and incorporating design features around that aspect in relation to space and teams. He continued the presentation highlighting different divisions within the complex, adding vehicle storage was one component of consideration. Mr. McKinley stated the aerial site diagram identified the various divisions for office, parking, and other design elements. He addressed site plan details such as topography, heavily wooded area, and existing wetlands, adding the area for construction consideration was the flattest portion. Mr. McKinley continued the presentation diagramming the level 1 floor plan. He spoke to the diagram in more detail. Mr. McKinley provided a level 2 diagram with the divisional breakdown. He noted the next steps involved more design development and cost estimates.

Ms. Null referenced one of the slides and asked the location of the repair shop.

Ms. Boone noted the Fleet and Equipment Division was not moving to the proposed site in this phase. She stated the Grounds Maintenance shop would house its vehicles like snowplows, sand spreaders, and similar equipment and not in the various bays at different facilities. Ms. Boone explained this building would allow most of the equipment to be housed inside. She noted that storage would help to extend the life of the equipment.

Ms. Null asked about the equipment repairs.

Ms. Boone explained this shop was not the Fleet Management shop. She noted some lawnmower and tractor repairs were done at the Grounds Maintenance shop, adding the heavy equipment, which encompassed Police and Fire vehicles and such, would remain at the Fleet Maintenance shop on Tewning Road.

Ms. Null thanked Ms. Boone.

Mr. Icenhour asked about the timeframe for presenting the cost estimates to the Board. He noted additional information might be needed at a later time or Board requested action.

Ms. Boone noted spring 2025.

Mr. Icenhour replied that the Board would see Ms. Boone and the design team in the spring.

Ms. Larson asked about the timeframe for construction.

Ms. Boone replied that the project would take approximately 18 months so winter 2027 or early spring 2028 were target dates for the ribbon cutting.

Ms. Larson thanked Ms. Boone.

Mr. Icenhour thanked Ms. Boone and Mr. McKinley.

4. ARPA Funding

Ms. Stephanie Williams-Ortery, Grants and Special Projects Analyst, Financial and Management Services (FMS), addressed the Board with an American Rescue Plan Act (ARPA) update. She provided an ARPA overview which included receipt of \$14.8 million in 2021 and the specific requirements regarding the funding. Ms. Williams-Ortery spoke to those requirements in more detail during the PowerPoint presentation. She noted 26 projects had funding allocated and of those 26, 15 projects were completed with 11 remaining open projects. Ms. Williams-Ortery further noted two key dates for obligation and expenditure of the funds. She stated all \$14.8 million was obligated by the December 31, 2024 deadline with the expenditure deadline slated for December 31, 2026. Ms. Williams-Ortery noted the completed projects as shown in a departmental breakdown. She stated some limited-term positions that were created with the ARPA funding were now incorporated in the General Fund effective January 1, 2025. Ms. Williams-Ortery provided updates on the open projects and the corresponding departments for those projects. She spoke to those projects in more detail in the PowerPoint presentation.

Mr. Icenhour stated the open projects totaled approximately \$11.7 million with a December 2026 deadline. He noted the effective utilization of the funding, particularly in reference to the design and startup for the General Services and Government Center buildings.

Mr. Stevens noted FMS and Ms. Williams-Ortery had done an excellent job tracking the money for the County and using it to its maximum potential. He further noted possible future movement of the money could occur and if so, staff would present that information to the Board.

Mr. McGlennon asked if the funds had already been allocated to the County.

Mr. Stevens confirmed yes. He noted significant spending of the funding to date.

Mr. Icenhour thanked Ms. Williams-Ortery.

5. CIP Discussion

Ms. Cheryl Holland, Budget Manager, addressed the Board regarding the Capital Improvements Program (CIP) and departmental requests for Fiscal Year (FY) 2026-FY 2030. She noted the presentation reflected preliminary costs received from departments, adding costs and timing were subject to change based on County resources and budget decisions. Ms. Holland further noted the CIP summary covered a five-year program which included both capital projects and capital maintenance. She explained the first year of the CIP was appropriated with the remaining four years being viewed as a future roadmap for the upcoming budget. Ms. Holland noted CIP requests differed from operating requests in both cost and nature. She stated that per the County's threshold, a capital request had a cost of \$50,000 or more with the amount targeted to the acquisition, construction, or renovation of a capital asset with an expected useful lifespan of 10 years or more. Ms. Holland noted there were two types of capital requests within the budget: capital projects and capital maintenance. She further noted capital projects encompassed the more significant items such as acquisition, construction, and infrastructure investments. Ms. Holland stated the capital maintenance requests met the \$50,000 threshold and the 10-year lifespan criteria, but which were typically smaller-scale projects such as roof replacement, HVAC repairs, and others. She noted the presentation would focus on the capital project requests while also reviewing the capital maintenance requests. Ms. Holland further noted there were 35 capital project requests at \$441.3 million and 94 capital maintenance requests at \$125.3 million. She stated that 39 of the 94 were related to the County or the Williamsburg Regional Library-James City County Library in Toano with the remaining 55 related to WJCC Schools. Ms. Holland explained FY 2026 had 15 capital project requests totaling \$110 million and 40 capital maintenance requests totaling \$25 million. She spoke to the request process in more detail. Ms. Holland presented a departmental breakdown across the FY2026-2030 timeline and the yearly costs. Ms. Holland noted departmental staff were present

if the Board had questions. She highlighted the consolidated government center was a capital project request under General Administration with a five-year total of \$238.7 million. Ms. Holland explained the italic footnote labeled plan total indicated previous CIP plan funding. She added the total showed the County's previously planned amount versus the requested amount. Ms. Holland highlighted requests from the Parks & Recreation Department which were listed in priority. She noted that several projects, included in the previous five-year CIP, had timing and/or cost changes. Ms. Holland further noted both the Chickahominy Riverfront Park restrooms and concession building and the Upper County Park multiuse trail requests were not included in the previous CIP requests. Ms. Holland presented the General Services capital project requests. She stated that the General Services Administrative Building, listed as the top priority, had been on the CIP list since FY 2023. Ms. Holland spoke to the other requests in more detail, adding stormwater infrastructure was generally built into the plan each year as an ongoing CIP initiative. She noted that Stormwater Local Assistance Fund (SLAF) could potentially be available for some stormwater projects. Ms. Holland highlighted the projects under Public Safety which included two fire stations for the Fire Department and the firing range expansion, vehicle covered parking, and Police classroom and Shoot House projects for the Police Department. She noted the Fire Station 3 project required either major renovation/expansion or replacement and had been part of the CIP plan for the past few years. Ms. Holland stated a request for Fire Station 6 was also included as a necessity to improve response time to meet demand in the Lightfoot area. She provided additional details on the Police Department requests. Ms. Holland noted the next category focused on WJCC Schools and reflected the County's share, not the total cost, of the projects. She added that last year's percentages were used. Ms. Holland highlighted the four requests in this category. She noted Library needs were reflected in the presentation and included a new library for the Grove Area. Ms. Holland addressed the Community Development Department's capital project requests which included the Transportation match. She noted that previously this funding had been done in conjunction with VDOT. Ms. Holland explained this funding had previously been part of the Special Projects fund, but it was being moved to the CIP for several reasons, which included the close connection between the transportation projects and stormwater efforts already in the CIP funds. She noted this move assisted to have both in the same fund. Ms. Holland noted the Open Space match had been in the CIP for several years. She further noted the third project was the transit stop improvements. Ms. Holland highlighted the departmental capital maintenance requests and the respective costs for FY 2026-FY 2030. She stated the CIP served as the framework for these requests. Ms. Holland explained that while a request may be approved and funded for a particular fiscal year, it was not necessarily completed that same year. She noted these projects were usually long-term and required coordination from General Services in the project management and other factors. Ms. Holland further noted staffing was also a consideration with these projects. She highlighted existing capital projects and maintenance as of December 2024 in the presentation which totaled 101 projects and maintenance at a cost of \$139.9 million. Ms. Holland explained the programming categorized projects into one group such as work at the James City County Marina, so the 101 projects listed was technically higher. She stated the ARPA funded projects discussed earlier and the Grants and Special Projects Fund were not reflected in the 101 projects also. Ms. Holland noted the importance of considering these projects and staffing resources during the budget process.

Mr. McGlennon noted the number of requests and asked how much was anticipated for completion.

Mr. Stevens noted the intent was to provide the CIP requests to the Board prior to its retreat for evaluation. He further noted inflationary costs would impact some of these projects, adding he felt some projects would move out into future years. Mr. Stevens stated the proximity of the Government Center and the General Services Building projects and their respective costs which were significantly more than pre-COVID costs. He noted the information had been presented to allow the Board time to review prior to its retreat. Mr. Stevens further noted one component, usually available later in the funding process, was the anticipated amount of available funding. He stated that number was usually available late February to early March, adding FMS staff

was working diligently to have that number for the retreat. Mr. Stevens addressed the provision for funding FY 2025 and future years.

Ms. Holland noted Davenport & Co., LLC, the County's financial advisor, would be available at the retreat to review the County's debt capacity.

Mr. Icenhour stated the benefit of this information early in the process allowed the Board to give any policy guidance to staff. He noted this preview allowed the Board to establish some of its priorities for consideration which would assist staff in structuring the requests and projects. Mr. Icenhour addressed the importance of reviewing the requests and the debt capacity and how those factors correlated to each other while still maintaining the County's fiscal policies.

Ms. Larson asked if each Board member sent separate priorities that differed then would that help staff. She suggested discussing priorities at the retreat. Ms. Larson noted she had been discussing softball fields at Warhill Sports Complex for nine years, adding not everyone on the Board would necessarily agree.

Mr. Stevens noted there would likely be several projects the Board agreed on in the priority process. He further noted Parks & Recreation projects tended to be moved across the County rather than being focused in a particular area. Mr. Stevens said the Board's involvement and discussion played an important role in assisting staff with establishing priorities for budget consideration. He noted this aspect offered the Board an earlier opportunity to review the projects and offer suggestions.

Mr. McGlennon noted some projects would likely not expend the funds this year. He asked Mr. Stevens about that point.

Mr. Stevens noted FMS had done a great job with the carryforward projects for him. He referenced the last presentation slide which showed approximately \$130-plus million in existing projects. Mr. Stevens noted departments were working to expend those funds moving forward in relation to staffing, contracts, and other factors. He states those funds were obligated and available. Mr. Stevens noted some project costs escalate over time and require reevaluation. He further noted those existing projects were not factored into the next five-year cycle, but rather they would move forward with the current funding. Mr. Stevens spoke on that point in more detail.

Mr. Icenhour referenced his priority of education and asked Mr. Stevens about the request for additional funding for the Pre-Kindergarten (Pre-K) facilities. He noted that priority may not be shared by other Board members. Mr. Icenhour further noted the ARPA funding expended on the General Services and the Government Center buildings. He stated those objectives required close scrutiny to ascertain how to accomplish those projects, adding those projects should be priority. Mr. Icenhour noted Parks & Recreation priorities each Board member had, adding location was also a factor. He cited a park in the Grove Area as a consideration.

Mr. McGlennon noted that park still was not built.

Mr. Icenhour noted competing priorities. He stated the retreat would allow the Board to give priorities to staff as well as reviewing the expenditures for the next five years. Mr. Icenhour noted cuts, reorganization, and decisions would be part of the process. He further noted the importance of these priorities shown to the Board earlier rather than further into the budget process.

Mr. McGlennon noted the unknown of financial issues particularly with a budget proposal before the Virginia General Assembly regarding the Pre-K centers. He further noted the impact from the school surplus. Mr. McGlennon said this information presented earlier allowed for preparation as well as the opportunity to review any outstanding, unaccounted projects.

The Board members thanked Ms. Holland.

6. Government Center Update

Mr. Brad Rinehimer, Assistant County Administrator, addressed the Board stating the first interim agreement expired in November 2024, followed by Board action in December to enter a second interim agreement. He noted the details of the second interim agreement were underway with the signing of that agreement hopefully within the next two weeks. Mr. Rinehimer further noted a morning meeting with the Henderson-Gilbane Group to discuss the Traffic Impact Analysis updates with the potential of a library at the Government Center. He spoke to that point in more detail, adding more discussion would likely occur at the Board's retreat.

Mr. Icenhour thanked Mr. Rinehimer.

F. BOARD CONSIDERATION(S)

1. Contract Award - \$517,552 - Chickahominy Riverfront Park Well Facility Design

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

AYES: 4 NAYS: 0 ABSTAIN: 0 ABSENT: 1

Ayes: Icenhour Jr, Larson, McGlennon, Null

Absent: Hipple

Ms. Joan Towers, Capital Projects Coordinator, addressed the Board regarding the contract award to Bowman Consulting Group, Ltd. for the Chickahominy Riverfront Park Well Facility Design. She cited the specifics of the design services and associated site improvements. Ms. Towers noted this work was the second phase of the project and the drilling was phase one. She added that phase one had been completed. Ms. Towers cited specifics regarding the contract award and the proposed work.

Mr. Icenhour thanked Ms. Towers.

G. BOARD REQUESTS AND DIRECTIVES

Ms. Null noted she had no report.

Ms. Larson encouraged people to pay attention to the events in Richmond. She noted many decisions were being made that were best made in the local community, but those decisions were being taken from the local community. Ms. Larson cited the example of the County denying approval of a solar farm and the solar farm then appealing to an Oversight Commission at the state level for approval. She also cited another example was Airbnb rentals with management by a broker with no local decision on the Airbnb rental. Ms. Larson noted the General Assembly session was a short one with a fast pace. She stated a resident's concern on taxes, adding federal tax cuts were sent down to state which cut taxes and then the cuts were passed down to the local level. Ms. Larson noted someone had to pay the bills. She reiterated that people needed to pay attention outside of just the County. She extended her sympathies to the Isle of Wight County Board of Supervisors, particularly the family of Supervisor William McCarty, Sr. Ms. Larson noted Supervisor McCarty had served as the Chair to the Hampton Roads Transportation Planning Organization (HRTPO) last year as well as serving on the Virginia Association of Counties (VACo) Board for many years. She further noted the great presentations with lots of information presented during the meeting. Ms. Larson apologized for her five-minute late arrival to the meeting.

Mr. McGlennon noted his attendance at the Greater Williamsburg National Day of Racial

Healing on January 21 along with Mr. Icenhour. He stated he attended the Greater Williamsburg Chamber of Commerce meeting where the success of the Home for the Holidays program was acknowledged. Mr. McGlennon noted Mr. Icenhour was very active with that program. Mr. McGlennon stated he, Mr. Icenhour, and Mr. Stevens traveled to Richmond for the VACo Local Government Day where VACo President Larson spoke to the assembly of county officials. He noted the trio had met with the County's legislators regarding the Board's legislative priorities. Mr. McGlennon further noted his attendance at the Olde Towne Medical & Dental Center meeting on January 27. He added the meeting focused on the group's Strategic Plan update which included a cost-of-living increase request in relation to the County's contribution, and rental rates as compared to those of other area nonprofit organizations. Mr. McGlennon noted he attended the retirement reception for WJCC Schools Superintendent Dr. Olwen Herron. He further noted attendances at the reception included those from Northern Ireland and other localities. Mr. McGlennon stated at the January 14, 2024, Board meeting he had commented on the passing of Mr. Abram Frink, Jr. and Mr. Frink serving as the first African-American on a county board in Virginia. He noted Mr. Wilford Kale and Mr. Will Molanoe, both local journalists, concluded the year prior to Mr. Frink's tenure as the County's Board Chair, both Charles City County and Surry County had an African-American Chair elected. Mr. McGlennon further noted the importance of Mr. Frink's legacy.

Mr. Icenhour stated his attendance at the HRTPO and Hampton Roads Planning District Commission (HRPDC) meetings on January 16. He noted he was joined by Mr. Hipple and Mr. Stevens for those meetings. Mr. Icenhour addressed transportation funding issues and a resolution for the establishment of a maintenance fund to be presented to the General Assembly. He echoed Mr. McGlennon's comments on the impressive Greater Williamsburg National Day of Racial Healing ceremony. Mr. Icenhour noted he participated in the kickoff event with a WMBG Radio interview on January 22, adding a Board member was scheduled to participate every two weeks on the station. He stated he had attended VACo's Local Government Day. Mr. Icenhour noted the importance of attendance at the event and acknowledged the County's contracted lobbying group for the effectiveness of the visit. He further noted his attendance at Dr. Herron's retirement reception. Mr. Icenhour noted he met with the Surry County Board of Supervisors Chair, Mr. Robert Elliott, on January 27 regarding Surry County's bill for a study related to a potential bridge across the James River. Mr. Icenhour expressed the Board's concerns to Mr. Elliott, adding the bill was still in the Senate Finance Committee. Mr. Icenhour noted that Mr. Elliott said the bill was only for a study. Mr. Icenhour added that he suggested moving the bridge further upstream and not referencing James City County.

Ms. Larson asked if Surry County's second option involved Charles City County and the Judith Stewart Dresser Memorial Bridge.

Mr. Icenhour noted the second option discussed was Charles City County. He further noted the northern end and just north of the Chickahominy River at the Judith Stewart Dresser Memorial Bridge which was the shortest distance across the river. Mr. Icenhour stated the width increased closer to James City County so the bridge distance would be much longer. He noted the connection would occur on Route 5 in Charles City County.

Ms. Larson noted the added traffic stress to Route 5 in James City County.

Mr. Icenhour confirmed yes.

Mr. McGlennon questioned the possibility of attracting distribution centers and warehouses in the agricultural land in Surry County and increased truck traffic. He noted Route 58 was a more viable option for expansion.

Ms. Larson referenced the Lightfoot area where York County continued expansion of its footprint without road improvements. She noted congestion at Richmond Road, Mooretown Road, and other areas and funding.

Mr. Icenhour stated the resolution was under Senate Finance Committee review. He noted Surry County's request was for a study, adding the cost of the study was extensive and he was unsure if the funding would be obtained. Mr. Icenhour stated he attended Mayors and Chairs on January 27 which provided a networking opportunity. He noted the next such event was slated for April in Newport News.

H. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Stevens noted he had no report.

Ms. Larson requested a five-minute recess.

At approximately 4:10 p.m., the Board of Supervisors recessed.

At approximately 4:17 p.m., the Board reconvened.

Mr. Icenhour acknowledged Ms. Null's appointment to the State Executive Council for Children's Services. He noted the significant reflection of James City County when its staff was chosen at the state level.

Ms. Larson extended her congratulations to Ms. Null. Ms. Larson asked Mr. Stevens about the federal freeze on funding which was announced earlier in the day. She noted she had heard the Head Start program was impacted. Ms. Larson asked Mr. Stevens about the County impact, if any, in his Friday notes to the Board. She also inquired about a possible school impact.

Mr. Stevens stated he had spoken with Ms. Sharon McCarthy, Director of FMS, regarding the announcement. He noted the County was fine for the short-term, but he added there would be monitoring after the February deadline. Mr. Stevens further noted he and Ms. McCarthy would summarize concerns to share with the Board.

Ms. Larson thanked Mr. Stevens.

I. CLOSED SESSION

A motion to Enter a Closed Session was made by Barbara Null, the motion result was Passed.

AYES: 4 NAYS: 0 ABSTAIN: 0 ABSENT: 1

Ayes: Icenhour Jr, Larson, McGlennon, Null

Absent: Hipple

At approximately 4:19 p.m., the Board of Supervisors entered a Closed Session.

At approximately 4:44 p.m., the Board re-entered Open Session.

A motion to Certify the Board only spoke about those matters indicated that it would speak about in Closed Session was made by John McGlennon, the motion result was Passed.

AYES: 4 NAYS: 0 ABSTAIN: 0 ABSENT: 1

Ayes: Icenhour Jr, Larson, McGlennon, Null

Absent: Hipple

1. Consideration of a personnel matter, the appointment of individuals to County Boards and/or Commissions pursuant to Section 2.2-3711 (A)(1) of the Code of Virginia

- a. Appointment to the Board of Zoning Appeals

A motion to Appoint Mr. David Otey to the Board of Zoning Appeals through the recommended term to the judge was made by Ruth Larson, the motion result was Passed.

AYES: 4 NAYS: 0 ABSTAIN: 0 ABSENT: 1

Ayes: Icenhour Jr, Larson, McGlennon, Null

Absent: Hipple

b. Planning Commission

A motion to Appoint Mr. Steve Rodgers to the Planning Commission with a term that would end on January 31, 2028 was made by Ruth Larson, the motion result was Passed.

AYES: 4 NAYS: 0 ABSTAIN: 0 ABSENT: 1

Ayes: Icenhour Jr, Larson, McGlennon, Null

Absent: Hipple

2. Consultation with legal counsel employed by the public body regarding the enforcement of Zoning Ordinance 24-35 requiring the provision of legal advice by such counsel pursuant to Section 2.2-3711 (A)(8)

3. Discussion of the award of a public contract involving the expenditure of public funds, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the public body, pursuant to Section 2.2-3711(A)(29) of the Code of Virginia and pertaining to the contract for the joint operation of schools between the County and the City of Williamsburg.

4. Closed Session Certification

J. ADJOURNMENT

1. Adjourn until 12 pm on February 7, 2025 for the Board Retreat

A motion to Adjourn was made by Ruth Larson, the motion result was Passed.

AYES: 4 NAYS: 0 ABSTAIN: 0 ABSENT: 1

Ayes: Icenhour Jr, Larson, McGlennon, Null

Absent: Hipple

At approximately 4:46 p.m., Mr. Icenhour adjourned the Board of Supervisors.

MEMORANDUM

DATE: February 25, 2025
TO: The Board of Supervisors
FROM: Liz Parman, Deputy County Attorney
SUBJECT: Revised Board of Supervisors' Remote Participation Policy

The Board of Supervisors (the "Board") currently has a policy, adopted pursuant to Virginia Code Section 2.2-3708.3, governing remote participation in Board meetings by Supervisors ("Board Policy").

Virginia Code Section 2.2-3708.3 was amended during the 2024 General Assembly Legislative Session such that the Board Policy should be amended to reflect the new legislation.

Namely, the General Assembly added language to require that a supervisor participating remotely, who is disabled, or caring for a disabled person, count toward the quorum as if the supervisor was physically present. A remote participation policy must be adopted annually by the Board.

The proposed revised policy, titled Board of Supervisors' Remote Participation Policy, and attached as an Exhibit, is in conformance with the new legislation. Staff recommends approval.

LP/ap
RevPolRmtP-mem

Attachment

RESOLUTION

ADOPTION OF A REVISED BOARD OF SUPERVISORS' REMOTE PARTICIPATION POLICY

WHEREAS, the Board of Supervisors of the County of James City, Virginia (the "Board"), has a policy governing remote participation in Board meetings by Board members; and

WHEREAS, during the 2024 Session, the Virginia General Assembly amended certain provisions of Virginia Code Section 2.2-3708.3 relating to remote participation in meetings of public bodies; and

WHEREAS, the Board desires to adopt a revised policy to conform to the new legislation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby adopt the Board of Supervisors' Remote Participation Policy presented as an Exhibit, which shall replace and supersede the prior policy governing remote participation.

James O. Icenhour, Jr.
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

HIPPLE
NULL
LARSON
MCGLENNON
ICENHOUR

VOTES

<u>AYE</u>	<u>NAY</u>	<u>ABSTAIN</u>	<u>ABSENT</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of February, 2025.

RevPolRmtP-res

BOARD OF SUPERVISORS'

REMOTE PARTICIPATION POLICY

In accordance with Section 2.2-3708.3 of the Code of Virginia ("Virginia Code"), the following policy is established for Supervisors' remote participation in meetings of the Board of Supervisors of James City County, Virginia (the "Board"). A Supervisor may participate in a meeting through electronic communication means from a remote location only as follows:

A. Permissible reasons for remote participation.

1. Disability or medical condition. The Supervisor has a temporary or permanent disability or other medical condition that prevents the Supervisor's physical attendance. For purposes of determining whether a quorum is physically assembled, a Supervisor who is a person with a disability as defined in Virginia Code Section 51.5-40.1, and uses remote participation, counts toward the quorum as if the Supervisor was physically present.
2. Medical condition of family member. A medical condition of a member of the Supervisor's family requires the Supervisor to provide care that prevents the Supervisor's physical attendance or the Supervisor is a caregiver who must provide care for a person with a disability at the time the public meeting is being held thereby preventing the Supervisor's physical attendance. For purposes of determining whether a quorum is physically assembled, a Supervisor who is a caregiver for a person with a disability, and uses remote participation, counts toward the quorum as if the individual was physically present.
 - a. "Caregiver" means an adult who provides care for a person with a disability as defined in Virginia Code Section 51.5-40.1. A caregiver shall be either related by blood, marriage, or adoption to or the legally appointed guardian of the person with a disability for whom he is caring.
3. Residence more than 60 miles away. The Supervisor's principal residence is more than 60 miles from the meeting location identified in the required notice for such meeting.
4. Personal matter. The Supervisor is unable to attend the meeting due to a personal matter and identifies with specificity the nature of the personal matter.
 - a. Limitation. The Supervisor may not use remote participation due to personal matters more than two meetings per calendar year or 25 percent of the meetings held per calendar year rounded up to the next whole number, whichever is greater.

B. Procedure.

1. A quorum of the Board must be physically assembled at the meeting location.
2. On or before the day of a meeting, the Supervisor shall notify the chair of the Board and the County Administrator that the Supervisor is unable to attend the meeting due to one of the four reasons listed in Paragraph A.

3. The Supervisors physically present must approve the remote participation by a majority vote, which shall be recorded in the Board's minutes.
4. If participation is approved pursuant to Paragraph A 1 or A 2, the Board shall include in its minutes the fact that the Supervisor participated through electronic communication means due to a (i) temporary or permanent disability or other medical condition that prevented the Supervisor's physical attendance or (ii) family member's medical condition that required the Supervisor to provide care for such family member, thereby preventing the Supervisor's physical attendance.
5. If participation is approved pursuant to Paragraph A 3, the Board shall include in its minutes the fact that the Supervisor participated through electronic communication means due to the distance between the Supervisor's principal residence and the meeting location.
6. If participation is approved pursuant to Paragraph A 4, the Board shall include in its minutes the specific nature of the personal matter cited by the Supervisor.
7. If the Supervisor's remote participation is disapproved because such participation would violate this policy, such disapproval shall be recorded in the Board's minutes with specificity.
8. The location of the Supervisor's remote participation need not be open to the public and may be identified in the minutes by a general description.
9. For any remote participation by electronic communication means, the Secretary of the Board shall make arrangements for the voice of the Supervisor or Supervisors to be heard by all persons in attendance at the meeting location.

C. Application.

1. This policy shall be applied strictly and uniformly, without exception, to the entire membership and without regard to the identity of the Supervisor requesting remote participation or the matters that will be considered or voted on at the meeting.
2. This policy shall not prohibit or restrict any Supervisor who is using remote participation from voting on matters before the Board.
3. This policy is adopted by the James City County Board of Supervisors for itself and on behalf of its committees, subcommittees, and any other Board-appointed public bodies.
4. This policy supersedes and replaces any prior remote participation policy adopted by the Board.

BOARD OF SUPERVISORS'

REMOTE PARTICIPATION POLICY

In accordance with Section § 2.2-3708.3 of the Code of Virginia ("Virginia Code"), the following policy is established for Supervisors' remote participation in meetings of the Board of Supervisors of James City County, Virginia (the "Board"). A Supervisor may participate in a meeting through electronic communication means from a remote location only as follows:

A. Permissible reasons for remote participation.

1. Disability or medical condition. The Supervisor has a temporary or permanent disability or other medical condition that prevents the Supervisor's physical attendance. For purposes of determining whether a quorum is physically assembled, a Supervisor who is a person with a disability as defined in Virginia Code Section 51.5-40.1, and uses remote participation, counts toward the quorum as if the Supervisor was physically present.
2. Medical condition of family member. A medical condition of a member of the Supervisor's family requires the Supervisor to provide care that prevents the Supervisor's physical attendance or the Supervisor is a caregiver who must provide care for a person with a disability at the time the public meeting is being held thereby preventing the Supervisor's physical attendance. For purposes of determining whether a quorum is physically assembled, a Supervisor who is a caregiver for a person with a disability, and uses remote participation, counts toward the quorum as if the individual was physically present.
 - 2.a. "Caregiver" means an adult who provides care for a person with a disability as defined in Virginia Code Section 51.5-40.1. A caregiver shall be either related by blood, marriage, or adoption to or the legally appointed guardian of the person with a disability for whom he is caring.
3. Residence more than 60 miles away. The Supervisor's principal residence is more than 60 miles from the meeting location identified in the required notice for such meeting.
4. Personal matter. The Supervisor is unable to attend the meeting due to a personal matter and identifies with specificity the nature of the personal matter.
 - a. Limitation. The Supervisor may not use remote participation due to personal matters more than two meetings per calendar year or 25 percent of the meetings held per calendar year rounded up to the next whole number, whichever is greater.

B. Procedure.

1. A quorum of the Board must be physically assembled at the meeting location.
2. On or before the day of a meeting, the Supervisor shall notify the chair of the Board and the County Administrator that the Supervisor is unable to attend the meeting due to one of the four reasons listed in paragraph A.

3. The Supervisors physically present must approve the remote participation by a majority vote, which shall be recorded in the Board's minutes.
4. If participation is approved pursuant to Paragraph A 1 or A 2, the Board shall include in its minutes the fact that the Supervisor participated through electronic communication means due to a (i) temporary or permanent disability or other medical condition that prevented the Supervisor's physical attendance or (ii) family member's medical condition that required the Supervisor to provide care for such family member, thereby preventing the Supervisor's physical attendance.
5. If participation is approved pursuant to Paragraph A 3, the Board shall include in its minutes the fact that the Supervisor participated through electronic communication means due to the distance between the Supervisor's principal residence and the meeting location.
6. If participation is approved pursuant to Paragraph A 4, the Board shall include in its minutes the specific nature of the personal matter cited by the Supervisor.
7. If the Supervisor's remote participation is disapproved because such participation would violate this policy, such disapproval shall be recorded in the Board's minutes with specificity.
8. The location of the Supervisor's remote participation need not be open to the public and may be identified in the minutes by a general description.
9. For any remote participation by electronic communication means, the Secretary of the Board shall make arrangements for the voice of the Supervisor or Supervisors to be heard by all persons in attendance at the meeting location.

C. Application.

1. This policy shall be applied strictly and uniformly, without exception, to the entire membership and without regard to the identity of the Supervisor requesting remote participation or the matters that will be considered or voted on at the meeting.
- 1.2. This policy shall not prohibit or restrict any Supervisor who is using remote participation from voting on matters before the Board.
- 2.3. This policy is adopted by the James City County Board of Supervisors for itself and on behalf of its committees, and any other Board-appointed public bodies.
- 3.4. This policy supersedes and replaces any prior remote participation policy adopted by the Board.



General Services Department

Solid Waste Update

February 25, 2025

County Solid Waste Consolidation Update

Milestones Achieved by the County:

On April 9, 2024 the County:

- Held a public hearing.
- Notified the current trash haulers in the County.
- Passed a resolution to have displacement occur in 5 years.

Next Action:

- County must take measures necessary to provide waste collection services within 1 year of the hearing.
April 9, 2025: The County can amend the County Code, Section 10. Garbage and Refuse to permit optional County-run trash service.

Additional Actions Prior to Actual Displacement:

- Develop Ordinance(s) to regulate the collection and transportation of refuse within the County.
- Determine County or contracted collection.
- Determine the role of the County Transfer Station and Convenience Centers in waste consolidation.
- Develop RFP for trucks, carts, disposal and/or collection.

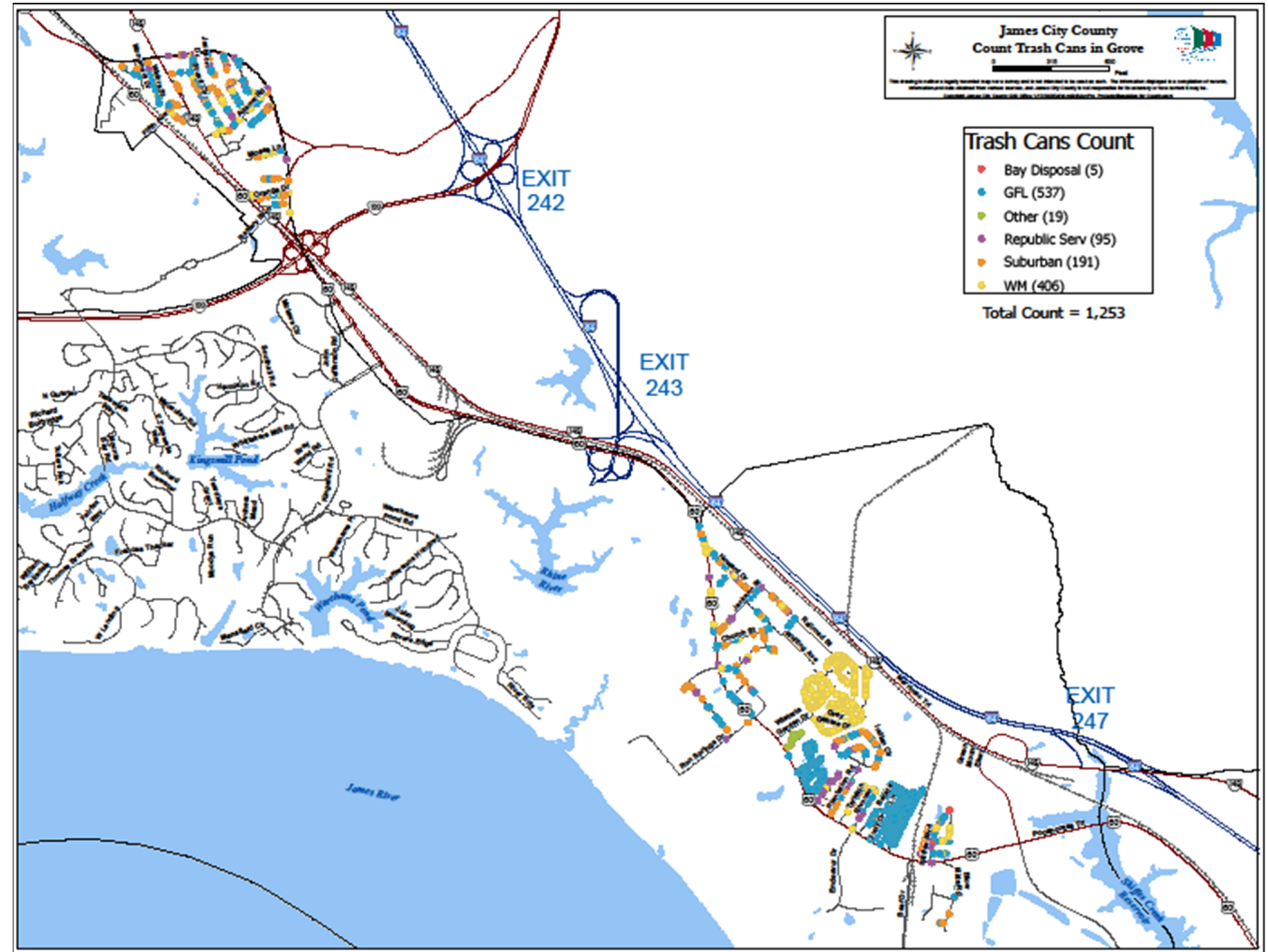
Spring 2029:

- Adopt enabling ordinance(s) requiring and authorizing County-managed waste collection services.
- Award Contract(s)



County Opt-In Trash Consolidation Update

- Initial target area was designated by Federal Government as disadvantaged.
- Area has high incidents of illegal dumping.
- Goal is to negotiate lower trash rates via a 'consolidated' service area by:
 - Making the County the billing point of contact and removing payment issues
 - Increasing route density to increase efficiency and profitability
- Hurdles include:
 - Opt-In program – County cannot require participation or guarantee subscribers
 - Two trash haulers and HOA's/Management entities encompass over 50% of the residences/MHP's in target area – cannot mandate that savings are passed on to residents/tenants
- Need to pass ordinance to permit County managed opt-in trash collection.
- Developing RFP for issuance after opt-in ordinance passage.



Grove Convenience Center

- Fire Station 22 to be demolished
- Fire truck access to fuel island to be improved
- Utilizes existing paved/concrete surfaces
- Facility will accept recyclables, household oils, trash and scrap

**SUP Application submission
March 2025**

**Master Plan review August
2025**

**Construction Late 2025/Early
2026**





Questions

MEMORANDUM

DATE: February 25, 2025

TO: The Board of Supervisors

FROM: Michael D. Woolson, Section Chief, Resource Protection
Andrew Dean, Assistant County Attorney

SUBJECT: Appeal of Notice of Violation, Erosion and Stormwater Management Ordinance, dated November 21, 2024 - 110 River Bluffs

Mr. Michael Ware, Esq. filed an appeal to the James City County Board of Supervisors (the “Board”) on December 12, 2024, on behalf of Mr. James Dodd, Trustee, and Ms. Christina Dodd, Trustee (the “Owner”). The Owner is appealing the Notice of Violation issued by James City County’s Virginia Erosion and Stormwater Management Program Administrator for a violation of County Code Chapter 8 - “Erosion and Stormwater Management Ordinance” (“Ordinance”) at 110 River Bluffs (the “Property”). The Owner removed vegetation in violation of a Natural Open Space easement dedicated to James City County for stormwater management purposes for the Kingsmill on the James, River Bluffs Development.

Pursuant to James City County Code Section 8-16, the Board of Supervisors shall hear appeals of administrative decisions. In reviewing the County agent’s actions, the Board of Supervisors shall consider the evidence and opinions presented by the aggrieved appellant and the County agent. After considering the evidence and opinions, the Board of Supervisors may affirm, reverse, or modify the decision of the County agent. The Board of Supervisors’ decision shall be final, subject only to review by the Circuit Court of James City County.

Background Information

Stormwater compliance for a development is dependent upon two types of Best Management Practices (BMPs): structural and non-structural. Natural Open Space is a non-structural BMP for stormwater compliance. The Kingsmill on the James subdivision relies upon a mixture of both types of BMPs to achieve project compliance with stormwater regulations. The regulations require long-term maintenance of permanent stormwater facilities. For structural BMPs, this is achieved through the recordation of a Declaration of Covenants and Inspection Maintenance agreement to ensure structural BMPs are maintained and continue to function over the life of the BMP. For non-structural BMPs, this is achieved through the recordation of a Deed of Easement for Natural Open Space to ensure the environmental characteristics of the Open Space continue to serve their stormwater and erosion prevention functions.

The Property was subject to a Natural Open Space easement dedicated to James City County by Busch Properties for the express purpose “to preserve land as natural open space as part of Grantor’s efforts to improve the quality of storm water runoff from the Property.” The Deed of Easement was recorded on March 15, 2001, as Instrument No. 010004471 by the Clerk’s Office of the Circuit Court of the City of Williamsburg and County of James City. The Deed of Natural Open Space Easement is part of the approved non-structural BMP required for compliance with the long-term maintenance requirements of James City County’s Ordinance.

The Deed of Easement restricts uses on the property. Specifically, the Dodds violated Term No. 4 of the Deed of Easement which states, “The Easement Property shall remain in its natural condition with respect to natural leaf litter or other ground-covering vegetation, understory vegetation or shrub layer, and tree canopy. The activities of Grantor within the Easement Property shall be limited to those which do not

remove or damage any vegetation or disturb any soil. Grantor may remove dead, diseased, poisonous or invasive vegetation with the expressed written consent of the County Engineer.” Such written permission was never sought and permission was never granted.

On November 1, 2023, staff received notification from a concerned citizen about a potential Resource Protection Area (RPA) violation currently underway at 100 River Bluffs in the Kingsmill on the James subdivision. Staff conducted a field investigation that afternoon and discovered that the hillside between 100 River Bluffs and the James River had extensive tree work completed with many trees either cut down completely or had the tops of the trees cut off.

On December 7, 2023, staff sent a Notice of Violation to Mr. James Dodd and Ms. Christina Dodd, property owner of 100 River Bluffs, outlining the violations and process. After several site visits and discussions with the Property owner and their representatives, the County determined the stormwater violation occurred exclusively on the 110 River Bluffs Property and the 100 River Bluffs violations were dropped. The County issued a new Notice of Violation to the Appellant on November 21, 2024, for the violation at 110 River Bluffs property. The Dodds have appealed this November 21, 2024 Notice of Violation.

Staff has reviewed the appeal and associated documents and offers the following information for the Board’s consideration.

1. Mr. James Dodd, Trustee, and Ms. Christina Dodd, Trustee, were the owners of 100 River Bluffs at the time the 110 River Bluffs stormwater violation occurred.
2. Bobcat Tree Service was the contractor that performed the tree clearing work on 110 River Bluffs.
3. No request for work in the Natural Open Space on 110 River Bluffs was submitted nor approved by either the Dodds or Kingsmill Community Services Association.
4. Mr. James Dodd, Trustee, and Ms. Christina Dodd, Trustee, sold the property (100 River Bluffs) on November 21, 2024.
5. Mr. James Dodd, Trustee, and Ms. Christina Dodd, Trustee, were also cited with a violation of the Chesapeake Bay Preservation Area and they have resolved that matter for the maximum fine amount of \$10,000.

Issue to be Decided by the Board

Whether Mr. James Dodd, Trustee, and Ms. Christina Dodd, Trustee, violated James City County Code, Chapter 8, Section 8-14, Long-term maintenance of permanent stormwater facilities, for failing to adhere to the conditions of the Deed of Easement for Natural Open Space, Instrument No. 010004471 when they cut down trees and cut off the tops of trees on the Property.

MDW/AD/ap
AppSMViol-110RvrBlf-rev-mem

Attachments:

1. Appeal Notice
2. Location Map
3. Notice of Violation, revised, November 21, 2024

4. Figure 1. Picture, November 1, 2023
5. Figure 2. Picture, November 1, 2023
6. Figure 3. Picture, November 1, 2023
7. Figure 4. Picture, November 1, 2023
8. Figure 5. Picture, November 1, 2023
9. Figure 6. Picture, November 1, 2023
10. Figure 7. Picture, November 1, 2023

RESOLUTION

AFFIRMING THE STORMWATER MANAGEMENT VIOLATION AT 110 RIVER BLUFFS

WHEREAS, Mr. Michael Ware, Esq., on behalf of Mr. James Dodd, Trustee, and Ms. Christina Dodd, Trustee (“Appellant”), has appeared before the Board of Supervisors of James City County (the “Board”) on February 25, 2025, to appeal a Notice of Violation issued on November 21, 2024, to the Appellant for violations of County Code Chapter 8, Erosion and Stormwater Management Program Ordinance on a parcel of property identified as James City County Real Estate Tax Map Parcel No. 5820400001A and further identified as 110 River Bluffs (the “Property”); and

WHEREAS, the Board, pursuant to County Code Section 8-17, has listened to the arguments presented by the Appellant and by the County agent and has carefully considered all evidence entered into the record.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, by a majority vote of its members affirms the Notice of Violation issued to Mr. James Dodd, Trustee, and Ms. Christina Dodd, Trustee, on November 21, 2024, and finds that Mr. James Dodd, Trustee, and Ms. Christina Dodd, Trustee, are in violation of County Code, Chapter 8, Erosion and Stormwater Management Program Ordinance.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board of Supervisors of James City County, Virginia, encourages the parties to reach a settlement agreement to abate the violation.

NOW, THEREFORE, BE IT FINALLY RESOLVED that the Board of Supervisors of James City County, Virginia, urges the County Attorney’s Office to seek the maximum penalties allowed by the County Code if this matter is brought before the Circuit Court.

James O. Icenhour, Jr.
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

HIPPLE
NULL
LARSON
MCGLENNON
ICENHOUR

VOTES

AYE NAY ABSTAIN ABSENT

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Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of February, 2025.

AffSMViol110RvrBlf-res

RESOLUTION

REVERSING THE STORMWATER MANAGEMENT VIOLATION AT 110 RIVER BLUFFS

WHEREAS, Mr. Michael Ware, Esq., on behalf of Mr. James Dodd, Trustee, and Ms. Christina Dodd, Trustee (“Appellant”), has appeared before the Board of Supervisors of James City County (the “Board”) on February 25, 2025, to appeal a Notice of Violation issued on November 21, 2024, to the Appellant for violations of County Code Chapter 8, Erosion and Stormwater Management Program Ordinance on a parcel of property identified as James City County Real Estate Tax Map Parcel No. 5820400001A and further identified as 110 River Bluffs (the “Property”); and

WHEREAS, the Board, pursuant to County Code Section 8-17, has listened to the arguments presented by the Appellant and by the County agent and has carefully considered all evidence entered into the record.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, by a majority vote of its members reverses the Notice of Violation issued to Mr. James Dodd, Trustee, and Ms. Christina Dodd, Trustee, on November 21, 2024, and finds that Mr. James Dodd, Trustee, and Ms. Christina Dodd, Trustee, are not in violation of County Code, Chapter 8, Erosion and Stormwater Management Program Ordinance.

James O. Icenhour, Jr.
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

HIPPLE
NULL
LARSON
MCGLENNON
ICENHOUR

VOTES

AYE NAY ABSTAIN ABSENT

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Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of February, 2025.

RevSMViol110RvrBlf-res

SCHEMPF & WARE, PLLC

Bryan H. Schempf

Attorneys and Counselors at Law
4000 George Washington Memorial Highway
Yorktown, Virginia 23692
Telephone: (757) 240-4000 Facsimile: (757) 240-4001
E-Mail Address: mware@4000law.com

Michael B. Ware

December 12, 2024

James City County Chesapeake Bay Preservation Board
c/o Michael Woolson
Section Chief, Stormwater and Resource Protection Division
101 E. Mounts Bay Road
Williamsburg, VA 23185

RE: Chesapeake Bay Preservation Ordinance Violation
100 River Bluffs, PIN 5131100009

Chesapeake Bay Preservation Ordinance Violation
Natural Open Space Easement Violation
Virginia Stormwater Management Program Violation
110 River Bluffs, PIN 5820400001A

Dear Mr. Woolson:

This letter shall serve as a formal appeal of the findings and mandates regarding the subject matters set forth in the letter of November 21, 2024.

I greatly appreciate your reconsideration of your previous December 7, 2023 letter.

Recognizing that we are in the holiday season again, I am filing an appeal to allow us to explore the matter without the time constraints imposed upon the holiday season.

I have reached out to Andrew Dean to discuss the fact that I did not want everyone stressed about resolving this matter in the short time allowed by the Statute.

I look forward to us finalizing this and hope you have a great holiday should I not see you prior thereto.

Schempf & Ware, PLLC

Page 2

By copy of this letter to Adam Kinsman and Andrew Dean, James City County Attorneys, I am notifying them of the appeal and confirmation of our future efforts to finalize this matter.

Sincerely,

SCHEMPF & WARE, PLLC



Michael B. Ware, Esq.

MBW/mhb

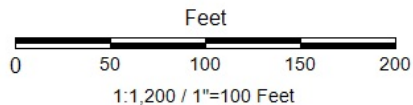
Enclosures

Cc: Adam Kinsman, Esq., James City County Attorney
Andrew Dean, Esq., James City County Attorney
James and Christina Dodd, Trustees
Bruce P. Haring, Executive Director Kingsmill Community Services



Legend

- Parcels
- Street Names
- Conservation
 - Conservation
 - Greenway
 - Open Space
 - Scenic
 - Resource Protection Area RPA



Title: 100 Rivers Edge and 110 Rivers Edge Violations

Date: 12/6/2023

DISCLAIMER: 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.



General Services

107 Tewning Road
Williamsburg, VA 23188
P: 757-259-4080

General.Services@jamescitycountyva.gov

jamescitycountyva.gov

Capital Projects
107 Tewning Road
Williamsburg, VA 23188
757-259-4080

Fleet
103 Tewning Road
Williamsburg, VA 23188
757-259-4122

**Stormwater and
Resource Protection**
101-E Mounts Bay Road
Williamsburg, VA 23185
757-253-6670

Facilities & Grounds
113 Tewning Road
Williamsburg, VA 23188
757-259-4080

Solid Waste
1204 Jolly Pond Road
Williamsburg, VA 23188
757-565-0971

NOTICE OF VIOLATION

of James City County's Environmental Regulations

November 21, 2024

Mr. James Dodd, Trustee
Ms. Christina Dodd, Trustee
260 William Spencer
Williamsburg, Virginia 23185

**Re: Chesapeake Bay Preservation Ordinance Violation
Natural Open Space Easement Violation
Virginia Stormwater Management Program Violation
110 River Bluffs, PIN 5820400001A**

On November 1, 2023, representatives of the James City County Stormwater and Resource Protection Division became aware of unauthorized vegetation removal from the resource protection area (RPA) and natural open space (NOS) easement that has occurred on 110 River Bluffs. Upon site inspection, it was confirmed that vegetation removal had and was currently occurring within the RPA and NOS on 110 River Bluffs. There are no active requests on file for work within the RPA or NOS with the Stormwater and Resource Protection Division for this property.

Section 23-7 of the James City County Chesapeake Bay Preservation Ordinance (CBPO), which regulates activities within the RPA, prohibits the removal of vegetation and the creation of a sightline without approval from the Stormwater and Resource Protection Division. This activity is a violation of the CBPO, subject to a Civil Penalty of up to \$5,000.00 for each day of the violation or a Civil Charge of up to \$10,000.00 per property.

Deed Restriction #4 of the recorded Deed of Easement for Natural Open Space (Instrument 010004471), which the Grantee (County of James City, Virginia) is entitled to enforce, states "The Easement Property shall remain in its natural condition with respect to natural leaf litter or other ground-covering vegetation, understory vegetation or shrub layer, and tree canopy. The activities of Grantor (Busch Properties and its successors and assigns) within the Easement Property shall be limited to those which do not remove or damage any vegetation or disturb the soil."

Section 8-29 of the James City County Virginia Stormwater Management Ordinance (VSMP), which regulates a unified stormwater management program, requires a stormwater management best management practice (BMP) to be properly maintained through an enforceable long-term maintenance strategy. As Natural Open Space easements are considered BMPs for overall stormwater compliance for the Kingsmill on the James subdivision, this activity is a violation of the VSMP, subject to a Civil Penalty of up to \$32,500.00 for each day of the violation.

To remedy the violations on this property, you must take the following actions:

- (1) 110 River Bluffs, PIN 5820400001A, the cleared/maintained area, approximately 0.25 acre or 10,890 square feet, must be allowed to regrow without any further maintenance activities; and
- (2) Payment of a \$10,000.00 civil charge for the CBPO violation; and
- (3) Payment of a \$32,500.00 civil charge for the VSMP violation.

Under Section 23-17 of the James City County Code, the “owner of property subject to an administrative decision, order or requirement under this chapter may appeal by submitting a written request for review to the [Chesapeake Bay] board no later than 30 days from the rendering of such decision, order or requirement.”

Under Section 8-32 of the James City County Code, “the person subject to a local decision, order or requirement of an appeal, may appeal to the circuit court of James City County no later than 30 days after the final decision.”

Under Deed Restriction #6 of the recorded Deed of Easement for Natural Open Space, “In the event of a violation of the Easement, the Grantee shall have the right to seek all appropriate legal and equitable relief, including but not limited to: reasonable attorney’s fees and costs; the right to restore the Easement Property to its natural condition; and assess the cost of such restoration as a lien against the Easement Property.”

Please contact our office at 757-253-6823 to discuss this matter by December 21, 2024. After this date, the matter shall be final and unappealable.

Sincerely,



Michael Woolson
Section Chief, Stormwater and Resource Protection Division
757-253-6823
Michael.Woolson@jamescitycountyva.gov

Encl: Location map
Deed of Easement for Natural Open Space

cc: Toni Small, Stormwater and Resource Protection Division Director, via email w/encl
Andrew Dean, Assistant County Attorney, via email w/ encl
Paul Holt, Community Development Director, via email w/encl
Christy Parrish, Zoning Administrator, via email w/encl
Susan Sickal, Kingsmill Community Services Association, via email w/encl
Michael Ware, via email w/encl

Figure 1



November 1, 2023 2:49 PM

Figure 2



November 1, 2023 2:49 PM

Figure 3



November 1, 2023 2:49 PM

Figure 4



November 1, 2023 2:49 PM

Figure 5



November 1, 2023 2:50 PM

Figure 6



November 3, 2023 2:16 PM

Figure 7



November 3, 2023 2:17 PM

MEMORANDUM

DATE: February 25, 2025

TO: The Board of Supervisors

FROM: Mark Abbott, Capital Projects Coordinator

SUBJECT: Contract Award - \$1,368,000 - James City County Recreation Center Gymnasium Envelope Repair Project

The James City County Recreation Center Gymnasium Envelope Repair Project, located at 5301 Longhill Road, is for the repair and enhancement of the gymnasium envelope. The project will address critical issues related to roofing, foundation integrity, window replacement, and the application of an Exterior Insulation and Finish System (EIFS). The objective is to ensure long-term durability, energy efficiency, and aesthetic appeal of the facility. This project will be funded through the General Services Capital Improvements Program (CIP) budget.

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

<u>Firm</u>	<u>Amount</u>
Allcon Contracting Corporation	\$1,190,000
Ritchie-Curbow Construction Company, Inc.	\$1,205,000
Spacemakers, Inc.	\$1,209,230
Virtexco Corporation	\$1,277,000
Henderson, Inc.	\$1,800,000
WxTite, LLC	\$1,998,473

In addition to the base bid, General Services is requesting the approval of a bid alternate for an adjacent section of roof to the gymnasium in the amount of \$178,000. Total price of the project is \$1,368,000.

Allcon Contracting Corporation was determined to be the lowest qualified, responsive, and responsible bidder. This project is part of the approved CIP budget.

Staff recommends approval of the attached resolution authorizing the contract award to Allcon Contracting Corporation.

MA/md
CA-RecCtrGERProj-mem

Attachment

RESOLUTION

CONTRACT AWARD - \$1,368,000 - JAMES CITY COUNTY

RECREATION CENTER GYMNASIUM ENVELOPE REPAIR PROJECT

WHEREAS, the James City County General Services Department received competitive bids for the James City County Recreation Center Gymnasium Envelope Repair Project; and

WHEREAS, six bids were considered for award and Allcon Contracting Corporation, was the lowest qualified, responsive, and responsible bidder; and

WHEREAS, previously authorized Capital Improvements Program budget funds are available to fund this project.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the contract award in the amount of \$1,368,000 to Allcon Contracting Corporation, for the James City County Recreation Center Gymnasium Envelope Repair Project.

James O. Icenhour, Jr.
Chair, Board of Supervisors

ATTEST:

Teresa J. Saeed
Deputy Clerk to the Board

HIPPLE
NULL
LARSON
MCGLENNON
ICENHOUR

VOTES

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Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of February, 2025.

CA-RecCtrGERProj-res

MEMORANDUM

DATE: February 25, 2025

TO: The Board of Supervisors

FROM: Teresa J. Saeed, Deputy Clerk

SUBJECT: Regional Board Representative to the Hampton Roads Workforce Council

At the Board of Supervisors Organizational Meeting on January 14, 2025, the Board appointed Supervisor Barbara Null as the Regional Board Representative to the Hampton Roads Workforce Council (HRWC). Unfortunately, the meetings of the HRWC conflict with the Virginia Peninsula Regional Jail (VPRJ) Board meetings. Supervisor Null has indicated that she wants to continue serving on the VPRJ Board and therefore cannot continue as the Board Representative to the HRWC.

Staff recommends that the Board appoint a new Board Representative to the HRWC for the remainder of the 2025 calendar year.

TJS/md
RegBdRepHRWorkfC-mem