

A G E N D A
JAMES CITY SERVICE AUTHORITY BOARD OF DIRECTORS
REGULAR MEETING
County Government Center Board Room
101 Mounts Bay Road, Williamsburg, VA 23185
June 12, 2018
5:00 PM

A. CALL TO ORDER

B. ROLL CALL

C. PUBLIC COMMENT

D. CONSENT CALENDAR

1. Minutes Adoption - May 8, 2018 Regular Meeting

E. PUBLIC HEARING(S)

1. Amendment/Termination of Lease Between James City County and the James City Service Authority for Building E

F. BOARD CONSIDERATION(S)

1. Property Acquisition - Ironbound Water Storage Facility Fencing
2. Contract Award - Water Meter Replacement
3. Appointment of JCSA CEO

G. BOARD REQUESTS AND DIRECTIVES

H. GENERAL MANAGER'S UPDATE

I. ADJOURNMENT

1. Adjourn until 5 p.m. on July 10, 2018 for the Regular Meeting

ITEM SUMMARY

DATE: 6/12/2018
TO: The Board of Directors
FROM: Teresa J. Fellows, Deputy Secretary
SUBJECT: Minutes Adoption - May 8, 2018 Regular Meeting

ATTACHMENTS:

	Description	Type
📎	050818 Minutes	Minutes

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	6/5/2018 - 2:41 PM

MINUTES
JAMES CITY SERVICE AUTHORITY BOARD OF DIRECTORS
REGULAR MEETING
County Government Center Board Room
101 Mounts Bay Road, Williamsburg, VA 23185
May 8, 2018
5:00 PM

A. CALL TO ORDER

B. ROLL CALL

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

William C. Porter, Interim County Administrator
Adam R. Kinsman, County Attorney
M. Douglas Powell, General Manager

C. PUBLIC COMMENT

None

D. CONSENT CALENDAR

A motion to Approve was made by James Icenhour Jr, the motion result was Passed.
AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0
Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Sadler

1. Minutes Adoption

E. PUBLIC HEARING(S)

None

F. BOARD CONSIDERATION(S)

A motion to Approve the Resolution of Appropriation 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

A motion to Approve the Amendments to Regulations was made by James Icenhour Jr, the motion result was Passed.
AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0
Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Sadler

1. Changes to the Regulations Governing Utility Service and Resolution of Appropriation for FY 19 Budget

Mr. Powell gave an overview of the memorandum and resolutions included in the Agenda Packet.

G. BOARD REQUESTS AND DIRECTIVES

None

H. GENERAL MANAGER'S UPDATE

Mr. Powell expressed his gratitude for support on the budget to the Board as well as Ms. Stephanie Luton, Assistant General Manager and Chief Financial Officer, James City Service Authority. He noted that as of May 1, 2018, outdoor water use regulations were in effect. He explained that if a citizen had an even number address their lawn could be watered on Tuesdays, Thursdays and Saturdays, with odd number addresses watering on Wednesdays, Fridays and Sundays, leaving Mondays as the recovery day. He gave a brief update on the Sustainable Water Initiative for Tomorrow project and stated that the Grand Opening will be held on May 18, 2018.

I. ADJOURNMENT

1. Adjourn until 5 p.m. on June 12, 2018, for the Regular Meeting

A motion to Adjourn was made by James Icenhour Jr, the motion result was Passed.
AYES: 5 NAYS: 0 ABSTAIN: 0 ABSENT: 0
Ayes: Hipple, Icenhour Jr, Larson, McGlennon, Sadler

At approximately 6:26 p.m., Ms. Sadler adjourned the Board of Directors.

ITEM SUMMARY

DATE: 6/12/2018

TO: The Board of Directors

FROM: M. Douglas Powell, General Manager

SUBJECT: Amendment/Termination of Lease Between James City County and the James City Service Authority for Building E

ATTACHMENTS:

	Description	Type
☐	Memo	Cover Memo
☐	Resolution	Resolution
☐	Agreement	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
James City Service Authority	Powell, Doug	Approved	5/25/2018 - 9:59 AM
Publication Management	Burcham, Nan	Approved	5/25/2018 - 10:21 AM
Legal Review	Kinsman, Adam	Approved	5/29/2018 - 8:08 AM
Board Secretary	Fellows, Teresa	Approved	5/29/2018 - 8:47 AM
Board Secretary	Purse, Jason	Approved	6/5/2018 - 1:27 PM
Board Secretary	Fellows, Teresa	Approved	6/5/2018 - 2:38 PM

MEMORANDUM

DATE: June 12, 2018

TO: The Board of Directors

FROM: M. Douglas Powell, General Manager, James City Service Authority

SUBJECT: Amendment/Termination of Lease Between James City County and the James City Service Authority for Building E

The James City Service Authority (JCSA) leased property from James City County (the "County"), upon which JCSA built Building E. For a number of years, the County has leased Building E back from JCSA. Because the County now occupies the entirety of Building E, the County and JCSA wish to terminate the existing lease, effective June 30, 2018. The enclosed resolution authorizes the General Manager to terminate the lease.

Both the County and JCSA are represented by the County Attorney's office in this transaction. Should there be any dispute, the County Attorney's office will need to recuse itself from representation of either party.

DP/nb
JCSA-JCC-BldgETerm-mem

Attachments

RESOLUTION

AUTHORIZATION OF TERMINATION OF LEASE AGREEMENT WITH

JAMES CITY COUNTY

WHEREAS, the James City Service Authority (“JCSA”) and the County of James City, Virginia (the “County”) entered into a Lease Agreement dated April 1, 1989, last amended by lease dated July 1, 2014 (the “Lease”); and

WHEREAS, under the Lease, JCSA leased to the County certain improvements constructed by JCSA located at 101-E Mounts Bay Road, Williamsburg, Virginia 23185 (“Building E”), and the County leased to JCSA the real property on which Building E is located (the “Land”); and

WHEREAS, JCSA and the County, in their mutual interest, wish to terminate the Lease.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, does hereby authorize the General Manager to execute the certain Termination of Lease Agreement by and between the James City Service Authority and the County of James City, Virginia, regarding Building E and the Land, and any other documents necessary for the transfer of assets or improvements.

BE IT FURTHER RESOLVED that the Board of Directors of the James City Service Authority understands that both parties to the Termination of Lease hereby authorized are represented by the County Attorney’s Office and has been informed by counsel of the potential conflicts that may arise from such common representation and consents to such common representation.

P. Sue Sadler
Chairman, Board of Directors

ATTEST:

Teresa J. Fellows
Deputy Secretary to the Board

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

Adopted by the Board of Directors of the James City Service Authority, James City County, Virginia, this 12th day of June, 2018.

TERMINATION OF LEASE AGREEMENT

THIS TERMINATION OF LEASE AGREEMENT (“Termination”), dated as of the latter of the signature dates below, is by and between the James City Service Authority, a political subdivision of the Commonwealth of Virginia (“JCSA”) and the County of James City, Virginia, a political subdivision of the Commonwealth of Virginia (the “County”).

WHEREAS, JCSA and the County entered into a Lease Agreement dated April 1, 1989, last amended by lease dated July 1, 2014 (the “Lease”); and

WHEREAS, under the Lease, JCSA leased to the County certain improvements constructed by JCSA located at 101-E Mounts Bay Road, Williamsburg, Virginia 23185 (“Building E”), and the County leased to JCSA the real property on which Building E is located (the “Land”); and

WHEREAS, JCSA and the County, in their mutual interest, wish to amend and terminate the Lease as set forth below.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, JCSA and the County agree as follows:

1. The Lease shall terminate effective June 30, 2018.
2. Upon termination of the Lease, all improvements and personal property located on the Land, including Building E, shall become the property of the County.
3. JCSA agrees to execute any documents to effectuate the transfer of assets and improvements located either on the Land or within Building E.
4. After June 30, 2018, JCSA shall have no liability for the improvements located on the Land and shall not be responsible for any insurance, maintenance, utility, housekeeping, custodial, or other obligations related to Building E or the Land, all of which shall be the responsibility of the County
5. This Termination shall be considered an amendment by written consent of both parties under the Lease.
6. JCSA and the County understand that both parties to the Termination are represented by the County Attorney’s Office and has been informed by counsel of the potential conflicts that may arise from such common representation and consents to such common representation.

Signatures appear on the following page.

IN WITNESS WHEREOF, the parties have caused their properly authorized representatives to execute and seal this Termination of Agreement of Lease on the dates set forth below.

Approved as to form:

JAMES CITY SERVICE AUTHORITY:

Max Hlavin
Counsel to James City Service Authority

By: _____

Print Name: _____

Title: _____

Date: _____

Approved as to form:

JAMES CITY COUNTY, VIRGINIA

Adam Kinsman
County Attorney

By: _____

Print Name: _____

Title: _____

Date: _____

ITEM SUMMARY

DATE: 6/12/2018

TO: The Board of Directors

FROM: M. Douglas Powell, General Manager

SUBJECT: Property Acquisition - Ironbound Water Storage Facility Fencing

ATTACHMENTS:

	Description	Type
☐	Memo	Cover Memo
☐	Resolution	Resolution
☐	Map	Backup Material
☐	Purchase Offer	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
James City Service Authority	Powell, Doug	Approved	5/23/2018 - 1:08 PM
Publication Management	Daniel, Martha	Approved	5/23/2018 - 4:13 PM
Legal Review	Kinsman, Adam	Approved	5/23/2018 - 4:23 PM
Board Secretary	Fellows, Teresa	Approved	5/24/2018 - 2:49 PM
Board Secretary	Purse, Jason	Approved	6/5/2018 - 1:30 PM
Board Secretary	Fellows, Teresa	Approved	6/5/2018 - 2:41 PM

MEMORANDUM

DATE: June 12, 2018

TO: The Board of Directors

FROM: M. Douglas Powell, General Manager, James City Service Authority

SUBJECT: Property Acquisition - Ironbound Water Storage Facility Fencing

James City Service Authority's Ironbound Water Storage Facility, located at 4015 Ironbound Road, is one of six water production and monitoring facilities to be fenced as part of a Capital Improvements Project to increase site security.

Optimal fence placement requires acquisition of a narrow, rectangular 0.048 acre piece of land from the Virginia Department of Transportation (VDOT) as shown in the attached map exhibit and described in the attached Offer to Purchase. The strip of land parallels Ironbound Road and is located to the northeast of the Water Storage Facility. VDOT determined the land is no longer needed for highway purposes and established a fair market value of \$2,500.

Staff recommends adoption of the attached resolution authorizing the General Manager to execute the Offer to Purchase.

MDP/nb
IrnwndPropFencg-mem

Attachments

RESOLUTION

PROPERTY ACQUISITION - IRONBOUND WATER STORAGE FACILITY FENCING

WHEREAS, the Ironbound Water Storage Facility, located at 4015 Ironbound Road, is one of six water production and monitoring facilities to be fenced as part of a Capital Improvements Project to increase site security and optimal fence placement requires acquisition of a 0.048 acre piece of land from the Virginia Department of Transportation (VDOT) as shown in the attached map exhibit and described in the attached Offer to Purchase; and

WHEREAS, VDOT determined the land is no longer needed for highway purposes and established a fair market value of \$2,500.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, hereby authorizes the General Manager to execute the Offer to Purchase.

P. Sue Sadler
Chairman, Board of Directors

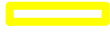

ATTEST:

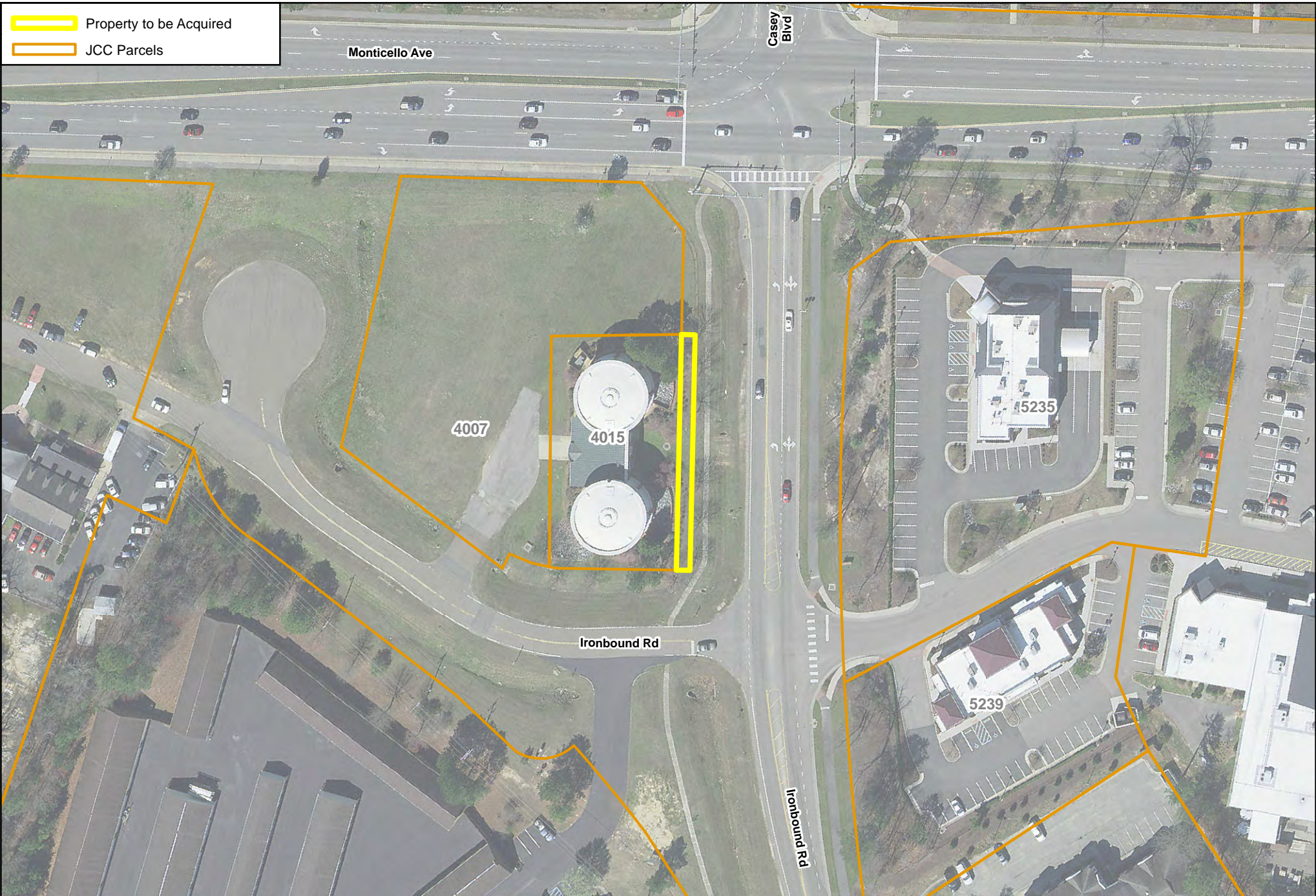
Teresa J. Fellows
Deputy Secretary to the Board

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

Adopted by the Board of Directors of the James City Service Authority, James City County, Virginia, this 12th day of June, 2018.

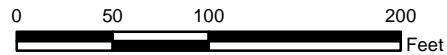
IrnwndPropFencg-res

-  Property to be Acquired
-  JCC Parcels



This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. James City Service Authority is not responsible for its accuracy or how current it may be.

Property Acquisition - Ironbound Water Storage Facility Fencing



1 inch = 100 feet



OFFER TO PURCHASE AND ADJACENT LANDOWNER'S AFFIDAVIT

**Route: 199, Project: 0199-047-F03, RW-205, City/County: James City
Former Property of Property of Phillip O. Richardson, et. al.
PMI #: 10348
Date: May 10, 2018**

Brief legal description of Virginia Department of Transportation property: Being as shown in RED on Sheet 8D of the plans for Route 199, State Highway Project 0199-047-F03, RW-205 and lying in the northwest quadrant of the intersections of Route 615 (Ironbound Road) and Relocated Route 615 (Ironbound Road), west of and adjacent to the Relocated Route 615 from a point 61.48 feet opposite Station 141+22.33 (Reloc. Route 615 Reloc. construction centerline) to a point 61.48 feet opposite Station 143+05.98 (Reloc. Route 615 construction centerline), containing 0.048 acre, more or less, land; and being a part of the same lands acquired from Phillip O. Richardson, et. al. by Instrument dated May 29, 1996, recorded in Deed Book 792 Page 312, concluded by Final Order dated January 25, 1999 recorded as L990064 Law No. 7981, and Re-Recorded Amended Instrument dated December 30, 1997, recorded as Instrument Number 990022130, concluded by Final Order dated January 25, 1999, recorded as L990065 Law No. 7981, all being recorded in the Office of the Clerk of the Circuit Court of James City County, Virginia. ("Property").

I/We do AGREE to purchase the Property described above for \$2,500.00 and do SWEAR and AFFIRM that James City Service Authority ("Purchaser(s)") is the Owner(s) of record of the land immediately adjacent to the described Property.

This Offer is conditionally accepted by the Virginia Department of Transportation subject to Notice of Offer Acceptance, to be provided in writing, by the State Director of Right of Way and Utilities or his/her designee.

Purchaser(s) understand the Property is sold "as is", and will be conveyed by quitclaim deed. Purchaser(s) understand that a formal closing will take place within 60 days of Notice of Offer Acceptance, at which time Purchaser(s) will be required to pay for recording of the deed and any tax or fee associated with the recordation of the property transfer.

If requested, the Purchaser(s) will be provided all disclosures relating to the Property and the opportunity to review all environmental reports, if applicable. Purchaser will be granted a right of entry for the opportunity to conduct a Phase I Environmental Site Assessment solely at Purchaser(s)' expense, to satisfy due diligence requirements under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) prior to closing on the Property, and agrees that completion of such Assessment shall not exceed a period of 30 days from the date of Notice of Offer Acceptance or be deemed waived by the Purchaser(s) without further action.

Check one:

- Purchaser(s) will conduct a Phase I Environmental Site Assessment, which shall begin on the day of Notice of Offer Acceptance and shall not exceed 30 days.
- Purchaser(s) will not conduct a Phase I Environmental Site Assessment

Purchaser(s) understand the Property is subject to the following easement(s):

- N/A

The deed for the Property being conveyed is to be titled in the exact manner the adjoining land is titled in the local courthouse records.

OFFER TO PURCHASE AND ADJACENT LANDOWNER'S AFFIDAVIT

Route: 199, Project: 0199-047-F03, RW-205, City/County: James City
Former Property of Property of Phillip O. Richardson, et. al.
PMI #: 10348
Date: May 10, 2018
Page 2

COUNTY OF JAMES CITY,
A Political Subdivision of the Commonwealth of Virginia

BY _____ (SEAL)

ITS: _____

COMMONWEALTH OF VIRGINIA

County of James City, to-wit:

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by _____, the _____ of the County of James City, a Political Subdivision of the Commonwealth of Virginia.

Notary Public

Affix Stamp for Notary ID and Commission Expiration Date

APPROVED AS TO LEGAL SUFFICIENCY AND FORM:

James City Service Authority

Date

ITEM SUMMARY

DATE: 6/12/2018
TO: The Board of Directors
FROM: M. Douglas Powell, General Manager
SUBJECT: Contract Award - Water Meter Replacement

ATTACHMENTS:

	Description	Type
☐	memorandum	Cover Memo
☐	resolution	Resolution

REVIEWERS:

Department	Reviewer	Action	Date
James City Service Authority	Powell, Doug	Approved	5/25/2018 - 10:01 AM
Publication Management	Burcham, Nan	Approved	5/25/2018 - 10:24 AM
Legal Review	Kinsman, Adam	Approved	5/29/2018 - 8:08 AM
Board Secretary	Fellows, Teresa	Approved	5/29/2018 - 8:48 AM
Board Secretary	Purse, Jason	Approved	6/5/2018 - 1:29 PM
Board Secretary	Fellows, Teresa	Approved	6/5/2018 - 2:39 PM

MEMORANDUM

DATE: June 12, 2018

TO: The Board of Directors

FROM: M. Douglas Powell, General Manager, James City Service Authority

SUBJECT: Contract Award - Water Meter Replacement - Core & Main

The Capital Improvements Program budget adopted by the Board of Directors on May 8, 2018, contains \$3.05 million to accelerate the Water Meter Replacement project timeline with completion scheduled for the end of Fiscal Year 2020. Registers for approximately 15,000 old style touch read Neptune brand meters will be replaced with Neptune radio read registers. The new style radio read meters can be read faster and more accurately than touch read meters which will allow for shorter billing cycles in the future. The radio read registers store three months of consumption data that allow staff to diagnose and troubleshoot leaks and show customers their pattern of individual water usage.

The James City Service Authority (JCSA) has used Neptune brand water meters and meter reading equipment for over 30 years through three major technology changes: manual read, touch read and the current radio read. This standardization promotes efficient meter reading and billing operations. Staff members can rely on previous experience and training when servicing meters and reading equipment.

The Neptune radio read registers are a sole source purchase from Core & Main because it is Neptune's sole distributor in JCSA's geographic region. Board approval is required because the large periodic order quantities in this final stage of the replacement project will exceed \$100,000. The initial order quantity is anticipated to be 1,250 registers with monthly orders of 625 registers thereafter, but actual quantities may vary due to seasonal factors and final schedule negotiations with the register replacement vendor. Staff negotiated continuation of current volume discount pricing of \$170 per register with no increases through December 31, 2020. This price has been determined to be fair and reasonable through comparison to proposed vendor pricing from June 2015 of \$210 per register for orders of 1-50 units, \$200 per register for orders of 5-499 units and \$190 per register for orders of 500+ units. The negotiated package also includes two mobile data collection hardware units with software at no charge, an \$18,000 savings, and a \$2,000 credit towards the purchase of a third mobile data collection unit with software. The data collection units will be installed in meter reader vehicles.

Staff recommends adoption of the attached resolution authorizing the sole source purchase of water meter registers from Core & Main for the final phase of the Water Meter Replacement project.

MDP/nb
CA-WMeterRplmt-mem

Attachment

RESOLUTION

CONTRACT AWARD - WATER METER REPLACEMENT - CORE & MAIN

WHEREAS, the Capital Improvements Program budget adopted by the James City Service Authority (JCSA) Board of Directors on May 8, 2018, contains funds to accelerate the Water Meter Replacement project timeline with completion scheduled for the end of Fiscal Year 2020; and

WHEREAS, approximately 15,000 touch read Neptune brand meters will be replaced with Neptune radio read registers that can be read faster and more accurately which will allow for shorter billing cycles in the future; and

WHEREAS, Core & Main is Neptune’s sole distributor in JCSA’s geographic region and staff negotiated a price of \$170 per register that has been determined to be fair and reasonable with no increases through December 31, 2020.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority, James City County, Virginia, hereby authorizes the sole source purchase of water meter registers from Core & Main for the final phase of the Water Meter Replacement project.

P. Sue Sadler
Chairman, Board of Directors

ATTEST:

Teresa J. Fellows
Deputy Secretary to the Board

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

Adopted by the Board of Directors of the James City Service Authority, James City County, Virginia, this 12th day of June, 2018.

CA-WMeterRplmt-res

ITEM SUMMARY

DATE: 6/12/2018
TO: The Board of Directors
FROM: Adam R. Kinsman, JCSA Attorney
SUBJECT: Appointment of JCSA CEO

ATTACHMENTS:

	Description	Type
☐	memo	Cover Memo
☐	Reso	Resolution
☐	2018JCSA-CEOAgrmt.	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Attorney	Kinsman, Adam	Approved	5/29/2018 - 11:49 AM
Publication Management	Daniel, Martha	Approved	5/29/2018 - 1:26 PM
Legal Review	Kinsman, Adam	Approved	5/29/2018 - 2:09 PM
Board Secretary	Fellows, Teresa	Approved	5/29/2018 - 2:12 PM
Board Secretary	Purse, Jason	Approved	6/5/2018 - 1:28 PM
Board Secretary	Fellows, Teresa	Approved	6/5/2018 - 2:38 PM

MEMORANDUM

DATE: June 12, 2018
TO: The Board of Directors
FROM: Adam R. Kinsman, County Attorney
SUBJECT: Appointment of Chief Executive Officer of the James City Service Authority

At a recent meeting of the Board of Directors (the “Board”), I was asked to prepare documents necessary to appoint M. Douglas Powell as the Chief Executive Officer (“CEO”) of the James City Service Authority (the “JCSA”). An explanation of the history of JCSA leadership and the documents necessary to appoint Mr. Powell follows.

JCSA Leadership History

Pursuant to a 1974 Resolution of the Board of Supervisors, the employees of the JCSA “function under the general administrative direction of the County Administrator.” The County Administrator’s authority over the JCSA was further clarified in 1987, when the Board adopted a Resolution granting the County Administrator the authority to administer the JCSA’s personnel policies and procedures. The Board has appointed two “General Managers” since 1990 (Larry Foster and Doug Powell); however, neither of the two aforementioned Resolutions were changed, so ultimate control of the JCSA still remains with the County Administrator.

Legal Authority

Administrative leadership of the JCSA is at the Board’s discretion. Section 15.2-5113.E of the *Code of Virginia*, 1950, as amended (the “Virginia Code”) gives the Board the authority to “appoint a chief administrative or executive officer who shall serve at the pleasure of the board. He [or she] shall execute and enforce the orders and resolutions adopted by the board members and perform such duties as may be delegated to him by the board members.”

Documents

Attached to this memorandum are two documents: a Resolution and an Employment Agreement. The Resolution officially appoints Mr. Powell as the JCSA’s CEO and clarifies that the CEO has final authority under the Personnel Policies and Procedures for JCSA employees. This means that the County Administrator will no longer be the final arbiter of JCSA employment disputes and that the CEO will have final authority over personnel classification and salaries.

The attached Employment Agreement generally mirrors that which has been used for the County Administrator and the County Attorney. It includes Mr. Powell’s current compensation package and has been reviewed by Mr. Powell, County Administration, Human Resources, Financial and Management Services, and our insurance carrier, VaCorp, and all have found it to be acceptable. It also clarifies that the terms “Chief Executive Officer” and “General Manager” are interchangeable, which avoids the need to revise any of the various documents that refer to the “General Manager” of the JCSA.

Conclusion

If the Board desires to appoint Mr. Powell as the CEO of the JCSA and to enter into the attached Employment Agreement, I recommend adoption of the attached Resolution.

ARK/md
JCSA-CEO-mem

Attachments

RESOLUTION

APPOINTING THE JAMES CITY SERVICE AUTHORITY CHIEF EXECUTIVE OFFICER, REAFFIRMING PERSONNEL POLICIES AND PROCEDURES, AND DELEGATING DUTIES

WHEREAS, the Board of Directors (the “Board”) of the James City Service Authority (JCSA) is authorized by 15.2-5113(E) of the Code of Virginia, 1950, as amended, to appoint a Chief Executive Officer to serve at the pleasure of the Board; and

WHEREAS, the Chief Executive Officer shall execute and enforce the orders and Resolutions adopted by the Board and perform such other duties as may be delegated by the Board; and

WHEREAS, by Resolution dated May 18, 1987, the Board adopted the personnel policies and procedures of James City County and ratified the then-practice of the County Administrator administering those policies; and

WHEREAS, the General Manager has historically managed and supervised the operations and business of JCSA; and

WHEREAS, the Board of Directors wishes to appoint the current General Manager, M. Douglas Powell, as the Chief Executive Officer of JCSA.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority does hereby appoint M. Douglas Powell as the Chief Executive Officer of JCSA (which position shall be referred to as, the “General Manager”), and does delegate to the General Manager the authority to execute and enforce all orders, Resolutions, and regulations adopted by the Board, to oversee all personnel decisions for employees of JCSA, and to manage the day-to-day operations of JCSA.

BE IT FURTHER RESOLVED that the Board of Directors of the James City Service Authority does hereby reaffirm that it adopts *nunc pro tunc* the Personnel Policies and Procedures Manual of James City County, Virginia (the “Manual”), including any subsequent amendments, for the James City Service Authority, with the substitution of “General Manager” where “County Administrator” is used in the Manual.

BE IT FURTHER RESOLVED that the Board of Directors of the James City Service Authority does hereby authorize its chairman to execute a contract as approved by the Board with M. Douglas Powell.

P. Sue Sadler
Chairman, JCSA Board of Directors

ATTEST:

Teresa Fellows
Deputy Secretary to the Board

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

Adopted by the Board of Directors of the James City Service Authority, this 12th day of June, 2018.

JCSA-CAO-res

**JAMES CITY SERVICE AUTHORITY
CHIEF EXECUTIVE OFFICER
EMPLOYMENT AGREEMENT**

INTRODUCTION

This Agreement is made and entered into this 12th day of June, 2018, by and between the James City Service Authority, a political subdivision of the Commonwealth of Virginia, (“Employer” or “JCSA”) and M. Douglas Powell (“Employee”), an individual who has the education, training and experience in service authority management, both of whom agree as follows:

SECTION 1: TERM

The term of this Agreement shall be for an initial period of three years commencing on July 1, 2018 and ending July 1, 2021 and shall automatically be renewed based on a positive annual evaluation each May (or as soon thereafter as practicable) for continuous three-year terms unless terminated by the Employer or Employee as provided in Sections 9, 10 or 11 of this Agreement. In the event the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns. In the event that the Employee is terminated, as described in Section 9 of this Agreement, the Employee shall be entitled to the compensation and benefits provided for in this Agreement as full and final settlement of all obligations due under this Agreement.

SECTION 2: DUTIES AND AUTHORITY

Employer agrees to employ Employee as Chief Executive Officer (also known as the “General Manager”) to perform the functions and duties specified in the Code of Virginia, the James City County Code, and the various applicable JCSA laws, rules and regulations and to perform other legally permissible and proper duties and functions assigned to him by the Employer.

SECTION 3: COMPENSATION

- A. Base Salary: Employer agrees to pay Employee an annual base salary of One Hundred Forty Four Thousand, Four Hundred and Sixty Six Dollars (\$144,466.00) payable in installments at the same time that the other management employees of the Employer are paid.
- B. This Agreement shall be automatically amended to reflect any salary adjustments or bonuses that Employer may provide after the Employee’s annual evaluation.

SECTION 4: HEALTH, DISABILITY AND LIFE INSURANCE BENEFITS

The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental, comprehensive medical insurance and life insurance in the same manner as provided to all other employees of the JCSA. The Employee shall name the beneficiary of his life insurance policy.

SECTION 5: LEAVE

- A. Upon commencing employment, the Employee shall earn and shall be allowed to accrue leave equal to that of an employee as provided under the JCSA Personnel Policies and Procedures Manual. The Employee shall be entitled to keep and use all leave earned prior to his execution of this Employment Agreement (i.e., all earned leave is not lost upon signature of this Employment Agreement).

- B. The Employee shall report to the JCSA Chair any planned leave at least one week prior to taking such leave or, in the event of an emergency, as soon as practicable. The Employee's request shall be approved or denied by the JCSA Chair or his or her designee, who shall communicate such approval or denial to the County Attorney or the County Administrator, either of whom may enter such approval or denial into the JCSA's timesheet program (currently, myTIME).
- C. The Employee is entitled to accrue all unused leave in accordance with the JCSA's Personnel Policies and Procedures Manual and in the event the Employee's employment is terminated, either voluntarily or involuntarily, the Employee shall be compensated for all accrued paid time off pursuant to the JCSA's Personnel Policies and Procedures Manual.

SECTION 6: AUTOMOBILE

Intentionally deleted

SECTION 7: RETIREMENT

- A. The Employer agrees to enroll the Employee into the applicable state retirement system and to make all the appropriate contributions on the Employee's behalf in compliance with the Virginia Retirement System ("VRS") rules and regulations. The Employee shall make the required VRS employee contributions.
- B. In addition to the Employer's payment to the state retirement system (as applicable) referenced above, Employer agrees to execute all necessary agreements provided by ICMA Retirement Corporation [ICMA-RC] or other Section 457 deferred compensation plan for Employee's participation in said supplementary retirement plan and, in addition to the base salary paid by the Employer to Employee, Employer agrees to pay to Employee's Section 457 deferred compensation plan or other qualified Section 401(a) plan \$5,000.00 per year, payable in equal installments at the same time as his Compensation is paid pursuant to Section 3. The parties shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

SECTION 8: GENERAL BUSINESS EXPENSES

- A. Employer agrees to budget as it deems appropriate to pay for professional dues and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations and organizations necessary and desirable for the Employee's continued professional participation, growth and advancement, and for the good of the Employer.
- B. Employer agrees to budget as it deems appropriate to pay for travel and subsistence expenses of Employee for professional and official travel, meetings and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer.
- C. Employer also agrees to budget as it deems appropriate to pay for travel and subsistence expenses of Employee for short courses, institutes and seminars that are necessary for the Employee's professional development and for the good of the Employer.
- D. Expense Report and P-card review and approval.
 - 1. Expense Report. A comprehensive expense report shall be prepared monthly and shall be submitted to the JCSA Chair for review and approval. The report shall include all Employee's expenses including but not limited to: use of any JCSA pool car, P-card expenses, travel and training expenses, reimbursement requests, telephone and internet data expenses, dues and membership costs, meal reimbursements and technology purchases (e.g., computers, tablets,

phones and accessories). The JCSA Chair shall approve or deny the report or may request additional information as deemed necessary by the JCSA Chair.

2. P-card. The JCSA Chair shall be forwarded the Employee's monthly P-card statement for review and approval.

SECTION 9: TERMINATION

For the purpose of this Agreement, termination shall occur when:

- A. The majority of the JCSA Board of Directors votes to terminate the Employee at a duly authorized public meeting.
- B. The Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this Agreement and will be regarded as a termination.
- C. The Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resigns then the Employee may declare a termination as of the date of the suggestion.
- D. The Employee declared Employer in default under this Agreement and the Employer fails to cure the default within 14 days of receiving written notice. Written notice of a breach of this Agreement shall be provided in accordance with the provisions of Section 19.

SECTION 10: COMPENSATION AFTER TERMINATION

- A. Severance shall be paid to the Employee when employment is terminated as described in Section 9.
- B. If the Employee is terminated as described in Section 9, the Employer shall provide severance payment equal to six month's salary at the current rate of pay. This severance shall be paid as agreed to by the Employer and the Employee.
- C. The Employee shall also be compensated for benefits as provided in the JCSA's Personnel Policies and Procedures Manual.
- D. If the Employee is terminated because of three poor performance reviews, breach of this Agreement where Employee has not cured the breach within 14 days of notice as provided pursuant to Section 19, arrest or conviction of felony or a crime of moral turpitude, or conduct unbecoming of a County employee as evidenced by a violation of the JCSA's Personnel Policies and Procedures Manual, then the Employer is not obligated to pay severance under this Section.

SECTION 11: RESIGNATION

In the event that the Employee voluntarily resigns his position with the Employer, the Employee shall provide a minimum of 30 days prior to the desired date of resignation unless the parties agree otherwise in writing.

- A. Notice of Resignation. The Employee shall deliver a written Notice of Resignation to the JCSA Chair, which shall include the desired effective date of resignation (the "Resignation Date").

- B. Date of Resignation. The Resignation Date shall occur on the 15th day of the month or the last day of the month to align with a regular JCSA pay period. If the Employee's desired Resignation Date is not on the 15th day of the month or the last date of the month, the JCSA Chair may change the Resignation Date to align with a regular JCSA pay date. Such a change shall not constitute a termination under this Agreement and shall not trigger severance pay.
- C. Work after Notice of Resignation. The Employer may, at its sole discretion and without constituting a termination or triggering severance pay, determine whether the Employee shall be permitted to remain at the JCSA workplace during any portion of the period between the Employer's receipt of Notice of Resignation and the Resignation Date.
- D. Benefits. All benefits due upon the Resignation Date shall be paid in accordance with applicable JCSA policies.

SECTION 12: PERFORMANCE EVALUATION

Employer shall annually review the performance of the Employee in May (or as soon thereafter as practicable) of each year of this Agreement, and may, in Employer's sole discretion, perform more frequent reviews. At a minimum, the review process shall include the opportunity for both parties to: (1) prepare a written evaluation, (2) meet and discuss the evaluation and (3) present a written summary of the evaluation results. The final written evaluation should be completed and delivered to the Employee within 30 days of the evaluation meeting.

SECTION 13: HOURS OF WORK

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule. It is anticipated that Employee will work at least 40 hours per week and shall generally maintain office hours from 8:00 a.m. to 5:00 p.m., Monday through Friday; provided, however, that the Employee may, with the Employer's concurrence, work four days a week, 10 hours per day during the summer months to allow Employee to provide care for his children.

SECTION 14: OUTSIDE ACTIVITIES

The employment provided for by this Agreement shall be the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may, with the prior concurrence of the Employer and in accordance with applicable JCSA policies and procedures, accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with his responsibilities under this Agreement. In no event shall approved outside employment exceed eight hours per week.

SECTION 15: MOVING AND RELOCATION EXPENSES; RESIDENCE IN THE COUNTY

- A. Residence. Employee currently resides in the County and agrees to maintain residence in the County while employed.
- B. Relocation Expenses. Intentionally deleted.

SECTION 16: INSURANCE AND LIABILITY PROTECTION

Beyond that required under federal, state or local law, Employer shall be responsible for defending, insuring and providing legal counsel to Employee to protect against liability for any tort, professional

liability claim, demand or other legal action, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as Chief Executive Officer of the JCSA or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeal if the Employer, in its sole discretion, agrees to such appeal. The Employer must insure or otherwise be responsible for any and all losses, damages, judgments, interest, settlements, fines court costs and other reasonable costs and expenses of legal proceedings including attorney's fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

The Employer has the sole authority to select the attorney who will defend the claim or suit on behalf of the Employee. The Employee shall not admit liability for or settle any claim or suit or incur any cost or expense without the prior written consent of the Employer, and the Employer shall have the right to make such investigations and conduct negotiations and enter into such settlement of any claim or suit as the Employer deems expedient. If the Employee refuses any settlement recommended by the Employer, the Employee shall thereafter at his own expense negotiate or defend such claim or suit independently of the Employer, and the Employer's liability shall not exceed the amount for which the claim or suit could have been settled plus the costs and expenses incurred with the Employer's consent up to the date of such refusal; however, the Employer does not have the duty of defending an allegation of a criminal act in a criminal court proceeding.

SECTION 17: BONDING

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

SECTION 18: OTHER TERMS AND CONDITIONS OF EMPLOYMENT

The Employer may fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Employee, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement or any state or federal law.

SECTION 19: NOTICES

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, First Class, postage prepaid, addressed as follows, or to such other address as either party may designate in writing:

EMPLOYER:

Board of Directors
James City Service Authority
P.O. Box 8784
Williamsburg, Virginia 23187-8784

With a copy to:

County Attorney
P.O. Box 8784
Williamsburg, Virginia 23187-8784

EMPLOYEE:

M. Douglas Powell
3227 St. James Park
Williamsburg, VA 23188-1467

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

SECTION 20: GENERAL PROVISIONS

- A. Integration. This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the parties are merged into and rendered null and void by this Agreement. The parties by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this Agreement.
- B. Effective Date. This Agreement shall be effective as of July 1, 2018.
- C. Severability. The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both parties subsequent to the expungement or judicial modification of the invalid provision.

[signature page follows]

EMPLOYER:

JAMES CITY SERVICE AUTHORITY

By: _____
P. Sue Sadler,
Chairman of the Board of Directors

EMPLOYEE:

M. DOUGLAS POWELL

ITEM SUMMARY

DATE: 6/12/2018
TO: The Board of Directors
FROM: Teresa J. Fellows, Deputy Secretary
SUBJECT: Adjourn until 5 p.m. on July 10, 2018 for the Regular Meeting

REVIEWERS:

Department	Reviewer	Action	Date
Board Secretary	Fellows, Teresa	Approved	6/5/2018 - 2:43 PM