

**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
REGULAR MEETING  
August 9, 2016**

The Henrico County Board of Supervisors convened a regular meeting on Tuesday, August 9, 2016, at 7:00 p.m. in the Board Room, Administration Building, Henrico County Government Center, Parham and Hungary Spring Roads, Henrico County, Virginia.

**Members of the Board Present:**

Tyrone E. Nelson, Chairman, Varina District  
Richard W. Glover, Vice Chairman, Brookland District  
Thomas M. Branin, Three Chopt District  
Patricia S. O'Bannon, Tuckahoe District  
Frank J. Thornton, Fairfield District

**Other Officials Present:**

John A. Vithoulkas, County Manager  
Joseph P. Rapisarda, Jr., County Attorney  
Col. Alisa A. Gregory, Undersheriff  
Barry R. Lawrence, CMC, Assistant to the County Manager/Clerk to the Board  
Timothy A. Foster, P.E., Deputy County Manager for Community Operations  
W. Brandon Hinton, Deputy County Manager for Community Services  
Douglas A. Middleton, Deputy County Manager for Public Safety  
Randall R. Silber, Deputy County Manager for Community Development

Mr. Nelson called the meeting to order at 7:01 p.m. and led the recitation of the Pledge of Allegiance.

Reverend Richard Mahlmann, Pastor of Lakeside Presbyterian Church, delivered the invocation.

On motion of Mrs. O'Bannon, seconded by Mr. Branin, the Board approved the minutes of the July 26, 2016, Regular and Special Meetings.

The vote of the Board was as follows:

Yes: Nelson, Glover, Branin, O'Bannon, Thornton

No: None

## **MANAGER'S COMMENTS**

There were no comments from the Manager.

## **BOARD OF SUPERVISORS' COMMENTS**

Mr. Thornton mentioned he was absent from the last Board meeting because he was attending the National Association of Counties (NACo) annual conference. He expressed pride that Henrico County received 28 NACo Achievement Awards, including two Best of Category honors. Mr. Thornton further noted he had the opportunity to moderate a standing-room-only session at the conference that included a masterful presentation by Public Utilities Assistant Director Bill Mawyer regarding the County's Cobbs Creek Reservoir project. Mrs. O'Bannon commented on her ongoing efforts to promote the County at NACo committee meetings and her role in bringing this regional water project forward as a topic of discussion at the conference. Mr. Vithoulkas recognized and congratulated Mr. Mawyer and announced the Board will be touring the reservoir in early September. He also announced he will be sharing the NACo awards with the Board, County department heads, and the Superintendent of Schools during a work session at the Board's first meeting in September. Mr. Nelson expressed the Board's appreciation to Mr. Mawyer for his representation of the County at the NACo conference.

## **RECOGNITION OF NEWS MEDIA**

Mr. Nelson recognized Elliott Robinson and Alexa Welch Edlund from the *Richmond Times-Dispatch*.

## **PRESENTATIONS**

Mr. Glover presented a proclamation recognizing September 2016 as Preparedness Month. Accepting the proclamation was Fire Chief Tony McDowell, who introduced Hungary Creek Middle School student Emily Waters and her sous chef, Sgt. John Waters from the Police Division, as the first place trophy winners in the third annual Disaster Kit Cook Off held during the County's Community Day event on July 30. Also joining in the presentation were Mike Cox, Assistant Fire Chief of Professional Services; Kenny Dunn, Assistant Fire Chief of Community Risk Reduction; Mike Palkovics, Deputy Police Chief of the Investigative Bureau; Jasmin Johnson, Henrico Medical Reserve Corps (HMRC) Coordinator for the Henrico Health Department; Dr. Robert Thompson, Henrico County Fire Corps and Henrico Community Emergency Response Team (HCCERT) volunteer; Pete Gebhardt, HCCERT volunteer; James VanderWerff, Henrico County Amateur Radio for Emergency Services volunteer; and Gloria Torrens-Billings, HMRC volunteer.

Mr. Nelson presented a proclamation recognizing September 2016 as Recovery Month. Accepting the proclamation was Gary A. Hicks, Judge of the Henrico Circuit Court and Judge of the County's Drug Court. Joining him were Gary Hughes, Director of Community Corrections; Tricia Shaw, Community Corrections Unit Supervisor and Drug Court Administrator; Col. Alisa Gregory, Undersheriff; Karen Branin, Clinical Supervisor of

Substance Abuse Services for Henrico Area Mental Health and Developmental Services; and James Monzingo, a Drug Court participant. Mr. Monzingo shared a personal story illustrating how the Drug Court has helped him change and move on with his life.

#### **APPOINTMENTS/RESIGNATION**

173-16            Resolution – Appointment of Members – Community Criminal Justice Board.

On motion of Mr. Branin, seconded by Mrs. O'Bannon, and by unanimous vote, the Board approved this item – see attached resolution.

174-16            Resolution – Resignation of Member – Parks and Recreation Advisory Commission.

On motion of Mrs. O'Bannon, seconded by Mr. Thornton, and by unanimous vote, the Board approved this item – see attached resolution.

175-16            Resolution – Appointment of Member – Parks and Recreation Advisory Commission.

On motion of Mr. Glover, seconded by Mrs. O'Bannon, and by unanimous vote, the Board approved this item – see attached resolution.

#### **PUBLIC HEARINGS – REZONING CASES AND PROVISIONAL USE PERMIT**

176-16            Boone Homes, Inc.: Request to rezone from R-3C One-Family Residence  
REZ2016-            District (Conditional) to C-1 Conservation District part of Parcel 736-766-  
00020            7163 containing 1.019 acres located 700' northeast of the intersection of N.  
Three Chopt        Gayton Road and Bacova Drive.

No one from the public spoke in opposition to this item.

On motion of Mr. Branin, seconded by Mrs. O'Bannon, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item.

The vote of the Board was as follows:

Yes:            Nelson, Glover, Branin, O'Bannon, Thornton

No:            None

177-16  
REZ2016-  
00021  
Three Chopt

Welford Properties, LLC: Request to rezone from R-3C One-Family Residence District (Conditional) to C-1 Conservation District part of Parcel 737-766-1902 containing 1.236 acres located approximately 120' north of Bacova Drive, 2300' east of its intersection with N. Gayton Road.

No one from the public spoke in opposition to this item.

On motion of Mr. Branin, seconded by Mrs. O'Bannon, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item.

The vote of the Board was as follows:

Yes: Nelson, Glover, Branin, O'Bannon, Thornton

No: None

178-16  
REZ2016-  
00022  
Brookland

Par 3 Development Group, LLC: Request to rezone from B-2C Business District (Conditional) to C-1 Conservation District part of Parcel 770-767-5189 containing .18 acres located at the northwest intersection of Mountain Road and John Cussons Drive.

No one from the public spoke in opposition to this item.

On motion of Mr. Glover, seconded by Mr. Thornton, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item.

The vote of the Board was as follows:

Yes: Nelson, Glover, Branin, O'Bannon, Thornton

No: None

179-16  
REZ2016-  
00009  
Three Chopt

Wellesley LLC: Request to amend proffered conditions accepted with rezoning case C-109C-86 on Parcel 735-759-2130 located at the southwest intersection of Lauderdale and Park Terrace Drives.

No one from the public spoke in opposition to this item.

On motion of Mr. Branin, seconded by Mrs. O'Bannon, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item subject to the following proffered condition:

8. **Detached Signage.** Any detached signs shall be ground mounted, monumental-type signs and shall not exceed thirteen and a half (13.5) feet in height. Any detached signs shall be located as generally shown on the exhibit attached hereto entitled "Proposed Monument Locations" (see case file); provided that the northern sign shall be located at least seventy-five (75) feet south of the corner of Lauderdale Drive and Park Terrace Drive. Electronic message signs shall be prohibited.

The vote of the Board was as follows:

Yes: Nelson, Glover, Branin, O'Bannon, Thornton

No: None

180-16  
REZ2016-  
00023  
Three Chopt

Ronald Kody: Request to amend proffers accepted with rezoning case C-14C-87 on Parcel 749-760-0500 located on the south line of W. Broad Street (U.S. Route 250) approximately 450' east of its intersection with Cox Road.

No one from the public spoke in opposition to this item.

On motion of Mr. Branin, seconded by Mr. Thornton, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item subject to the following proffered condition:

Amend Proffer #4 accepted with C-14C-87 to read:

Signage on the property shall be limited to B-2 standards and no more than twenty-five (25) feet in height. There shall be no portable or mobile signs on the property. There shall be one freestanding sign on the property.

The vote of the Board was as follows:

Yes: Nelson, Glover, Branin, O'Bannon, Thornton

No: None

181-16  
PUP2016-  
00005  
Three Chopt

Breakers Sports Grille: Request for a Provisional Use Permit under Sections 24-58.2(d), 24-120, and 24-122.1 of the County Code in order to allow outdoor dining for an existing restaurant in the T.J. Maxx Shopping Center, on part of Parcel 757-756-4724, located approximately 400' southwest of the intersection of W. Broad Street (U.S. Route 250) and Tuckernuck Drive.

No one from the public spoke in opposition to this item.

On motion of Mr. Branin, seconded by Mrs. 'Bannon, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item with the following conditions:

1. The outdoor dining area shall not be in operation between 10:00 p.m. and 6:00 a.m.
2. Any outside speakers or sound system shall comply with the following standards:
  - a. Sound systems shall be equipped with controls permitting full volume adjustment.
  - b. Sound from the system shall not be audible beyond the property lines of the development.
  - c. Sound systems may be used only when outside dining is permitted.
3. The operator shall not permit food preparation outside the enclosed building.
4. The fence enclosing the outdoor dining area shall be limited in height to 36 inches.
5. Outdoor lighting fixtures shall complement the style of the building. Lighting fixtures shall not produce glare for motorists or pedestrians on the adjacent rights-of-way and parking areas and shall illuminate only the outdoor dining area.
6. Access to the outdoor dining area shall be available only through the interior of the restaurant, except during an emergency when the patio fence exit gate may be utilized.
7. A clear, continuous and unobstructed pedestrian path not less than five feet (5') in width shall be required for pedestrian circulation outside of the subject dining area.
8. Trash receptacles shall be provided and properly serviced to control litter generated by this use.
9. The outdoor dining area shall be constructed in general conformance with the layout depicted in the case file.
10. The outdoor dining furniture and fencing shall be complementary to exterior features of the building as shown in the case file.

11. Televisions and other video display devices shall not be visible from adjacent drive aisles and parking areas.
12. This permit shall apply only to the Breakers Sports Grille and shall not apply to any other business in T.J. Maxx Shopping Center.

The vote of the Board was as follows:

Yes: Nelson, Glover, Branin, O'Bannon, Thornton

No: None

### **PUBLIC HEARINGS - OTHER ITEMS**

- 182-16 Ordinance - To Repeal and Reserve Section 20-77 of the Code of the County of Henrico Titled "Pollution control equipment and facilities" Because a Local Ordinance Is No Longer Necessary to Establish This Tax Exemption.

No one from the public spoke in opposition to this item.

On motion of Mrs. O'Bannon, seconded by Mr. Branin, and by unanimous vote, the Board approved this item - see attached ordinance.

- 183-16 Resolution - POD-2016-00275 - Approval of a Plan of Development for Firehouse 19 - Three Chopt District.

Leslie News, Principal Planner, narrated a slide presentation on this item. She pointed out zoning classifications in the vicinity of the site, provided an aerial view of the property, and reviewed the proposed site improvements and facility design and elevations contained in the plan of development. Mr. Vithoulkas clarified for Mr. Glover this is the final project from the County's 2005 general obligation bond referendum.

Kay Cole, a resident of 12380 Kain Road, expressed concerns in regards to runoff from a subdivision under development that adjoins the subject site. Mr. Nelson asked Public Works Director Steve Yob to speak privately with Ms. Cole about her concerns. Mr. Vithoulkas clarified for Mrs. O'Bannon that this plan of development is unrelated to Ms. Cole's concerns but development of the subject site should improve drainage conditions in the area.

On motion of Mr. Branin, seconded by Mrs. O'Bannon, and by unanimous vote, the Board approved this item - see attached resolution.

- 184-16 Ordinance - To Amend and Reordain Section 9-2 of the Code of the County of Henrico Titled "Precincts and polling places" by Creating a New Precinct

and Polling Place in the Fairfield District From a Portion of the Highland Gardens Precinct, and Changing the Name of Byrd Precinct in the Tuckahoe District and Updating the Name of Its Polling Place.

No one from the public spoke in opposition to this item.

On motion of Mr. Thornton, seconded by Mrs. O'Bannon, and by unanimous vote, the Board approved this item – see attached ordinance.

- 185-16      Ordinance - Vacation of Building Lot Line - Skipwith Farms Subdivision - Three Chopt District.

No one from the public spoke in opposition to this item.

On motion of Mr. Branin, seconded by Mrs. O'Bannon, and by unanimous vote, the Board approved this item – see attached ordinance.

- 186-16      Ordinance - Vacation of Drainage and Utility Easement - Beverly Hills Subdivision - Tuckahoe District.

No one from the public spoke in opposition of this item.

On motion of Mrs. O'Bannon, seconded by Mr. Branin, and by unanimous vote, the Board approved this item – see attached ordinance.

### **PUBLIC COMMENTS**

There were no comments from the public.

### **GENERAL AGENDA**

- 187-16      Resolution – Regarding the Approval of Issuance of Bonds by the Economic Development Authority of the City of Newport News, Virginia for the Benefit of Virginia Baptist Homes, Inc.

Mr. Rapisarda recognized Dave Richardson, bond counsel for LifeSpire (also known as Virginia Baptist Homes), and Mr. Richardson's client, Joe Kelley. He confirmed for Mr. Glover that neither the County nor the Henrico Economic Development Authority would incur any financial obligation from this proposed bond issuance.

On motion of Mrs. O'Bannon, seconded by Mr. Glover, and by unanimous vote, the Board approved this item – see attached resolution.

- 188-16      Resolution - Award of Construction Contract - East End Depot Facilities - Varina District.



Mr. Yob responded to questions from Mr. Thornton and Mrs. O'Bannon.

On motion of Mr. Glover, seconded by Mrs. O'Bannon, and by unanimous vote, the Board approved this item – see attached resolution.

189-16 Resolution - Signatory Authority - Henrico Juvenile Detention Home Medical Services Contract.

On motion of Mrs. O'Bannon, seconded by Mr. Branin, and by unanimous vote, the Board approved this item – see attached resolution.

190-16 Resolution – Approval of the FY 2017 and FY 2018 Community Services Board Performance Contract between the Virginia Department of Behavioral Health and Developmental Services and Henrico Area Mental Health & Developmental Services Board.

Mr. Rapisarda responded to a question from Mrs. O'Bannon.

On motion of Mrs. O'Bannon, seconded by Mr. Glover, and by unanimous vote, the Board approved this item – see attached resolution.

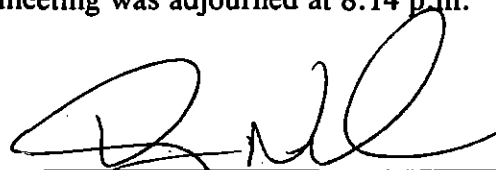
191-16 Resolution - Signatory Authority - Acquisition of Real Property - 10881 Old Greenwood Road - Brookland District.

On motion of Mr. Glover, seconded by Mr. Thornton, and by unanimous vote, the Board approved this item – see attached resolution.

192-16 Resolution - Acceptance of Roads - Fairfield and Three Chopt Districts.

On motion of Mrs. O'Bannon, seconded by Mr. Glover, and by unanimous vote, the Board approved this item – see attached resolution.

There being no further business, the meeting was adjourned at 8:14 p.m.

  
\_\_\_\_\_  
Chairman, Board of Supervisors  
Henrico County, Virginia

# Proclamation



OF THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA

## PREPAREDNESS MONTH

*September 2016*

**WHEREAS**, one of the most profound duties of government is ensuring the safety and security of its citizens from emergencies and disasters of all kinds; and,

**WHEREAS**, large-scale emergencies and disasters affecting Henrico County include severe weather, fires, flooding, tornadoes, drought, earthquakes, and numerous smaller yet significant events that occur daily across the county; and,

**WHEREAS**, all citizens have a responsibility to contribute to their own safety and security as part of a larger effort by the County to strengthen its ability to prepare for, prevent, respond to, and recover from unexpected emergencies and incidents in cooperation with regional partners, the Commonwealth of Virginia, and the national government; and,

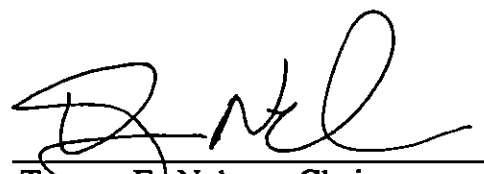
**WHEREAS**, Henrico citizens can greatly reduce the potential for death, injury, and property loss by taking a few simple steps such as assembling a disaster kit, making an emergency plan, keeping informed of hazards around them, and volunteering to help in times of crisis; and


**WHEREAS**, citizen preparedness activities are supported by a wide range of local and state initiatives, including Henrico County's Community Emergency Response Team, Fire Corps, Virtual Operations Support Team, Amateur Radio Response Team, Medical Reserve Corps, Neighborhood Watch, and Volunteers in Policing, and by various training opportunities and ongoing public awareness and preparedness campaigns focused on fire safety, emergency management, health, and crime awareness; and,

**WHEREAS**, the combined actions of local, state, and federal agencies working in partnership with an informed and ready private sector and citizenry can transcend the fear of unexpected emergencies and disasters into proactive preparedness that improves the lives, safety, and security of all Henrico citizens.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Board of Supervisors of Henrico County, Virginia, hereby recognizes September 2016 as Preparedness Month and calls this observance to the attention of all Henrico citizens.



  
Tyrone E. Nelson, Chairman  
Board of Supervisors

  
Barry R. Lawrence, Clerk  
August 9, 2016

# Proclamation



OF THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA

## RECOVERY MONTH

*September 2016*

**WHEREAS**, behavioral health is an essential part of health and one's overall wellness; and

**WHEREAS**, prevention of mental and/or substance use disorders works, treatment is effective, and people recover in our area and around the nation; and

**WHEREAS**, given the serious nature of this public health problem, it is important to continue reaching the millions more who need assistance; and

**WHEREAS**, in a 2015 survey funded by the National Institute on Drug Abuse, 35.3 percent of 12<sup>th</sup> graders reported alcohol consumption and 23.6 percent reported illicit drug use in the last 30 days; and

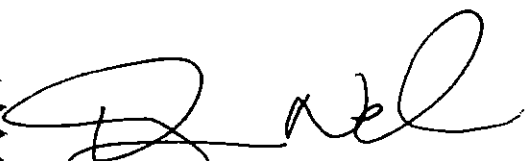
**WHEREAS**, we must encourage relatives and friends of people with substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and


**WHEREAS**, Recovery Month, which is nationally observed each year during the month of September, offers those involved in substance abuse treatment an opportunity to educate citizens, community organizations, public officials, and civic leaders about the effectiveness of substance abuse treatment, from both societal and financial perspectives; and

**WHEREAS**, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services, the Substance Abuse and Mental Health Services Administration, the White House Office of National Drug Control Policy, Henrico Area Mental Health & Developmental Services, the Henrico County Sheriff's Office, the Henrico Drug Court, and other local partners invite all Henrico residents to participate in National Recovery Month.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Board of Supervisors of Henrico County, Virginia, hereby recognizes September 2016 as Recovery Month and calls upon Henrico residents to acknowledge this year's theme, "Join the Voices for Recovery: Our Families, Our Stories, Our Recovery!"



  
Tyrone E. Nelson, Chairman  
Board of Supervisors

  
Barry R. Lawrence, Clerk  
August 9, 2016



COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE

Agenda Item No. 173-16

Page No. 1 of 1

Agenda Title: RESOLUTION – Appointment of Members – Community Criminal Justice Board

For Clerk's Use Only:

Date: 8/9/2016

- ☒ Approved  
☐ Denied  
☐ Amended  
☐ Deferred to:

BOARD OF SUPERVISORS ACTION

Moved by (1) Branin Seconded by (1) O'Bannon  
(2) (2)

REMARKS:

APPROVED

YES NO OTHER

Glover, R. 2  
Branin, T. 2  
Nelson, T. 2  
O'Bannon, P. 2  
Thornton, F. 2

BE IT RESOLVED that the Board of Supervisors of Henrico County, Virginia, appoints the following persons to the Community Criminal Justice Board for terms ending June 30, 2018, or thereafter, when their successors shall have been appointed and qualified:

Jeffrey L. Everhart, an attorney experienced in the defense of criminal matters  
\_\_\_\_\_, citizen representative (Fairfield)

By Agency Head \_\_\_\_\_

By County Manager \_\_\_\_\_

Routing:

Yellow to: \_\_\_\_\_

Copy to: \_\_\_\_\_

Certified:

A Copy Teste: \_\_\_\_\_

Clerk, Board of Supervisors

Date: \_\_\_\_\_



COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE

Agenda Item No. 174-16

Page No. 1 of 1

Agenda Title: RESOLUTION - Resignation of Member - Parks and Recreation Advisory Commission

For Clerk's Use Only:

Date: 8/9/2016

- ☒ Approved  
☐ Denied  
☐ Amended  
☐ Deferred to:

BOARD OF SUPERVISORS ACTION

Moved by (1) O'Bannon Seconded by (1) Thornton  
(2) (2)

REMARKS

APPROVED

YES NO OTHER

Glover, R. ✓  
Branin, T. ✓  
Nelson, T. ✓  
O'Bannon, P. ✓  
Thornton, F. ✓

WHEREAS, on January 12, 2016, Michael J. Jones was appointed to the Parks and Recreation Advisory Commission as a representative of the Varina District for a three-year term expiring December 31, 2019; and

WHEREAS, Dr. Jones submitted his resignation from this commission by letter dated July 7, 2016, and directed to The Honorable Tyrone E. Nelson, Chairman of the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Henrico County, Virginia, hereby accepts the resignation of Michael J. Jones from the Parks and Recreation Advisory Commission.

By Agency Head \_\_\_\_\_

By County Manager \_\_\_\_\_

Routing:

Yellow to: \_\_\_\_\_

Copy to: \_\_\_\_\_

Certified:

A Copy Teste: \_\_\_\_\_  
Clerk, Board of Supervisors

Date: \_\_\_\_\_

N  
BRL

July 7, 2016

The Honorable Tyrone E. Nelson  
Chairman  
Henrico County Board of Supervisors  
P. O. Box 90775  
Henrico, Virginia 23273-0775

Dear Mr. Nelson:

In follow up to our recent conversation, I have decided to run for elected office in the City of Richmond. Because I will be spending considerable time and energy on my campaign, I feel it is appropriate that I step down from my appointed position on Henrico County's Parks and Recreation Advisory Commission. Please accept this letter as official notice of my resignation.

I have very much appreciated the opportunity to represent the Varina District on the commission during the past six months. Best wishes for continued progress.

Sincerely,



Michael J. Jones

cc: Mr. Edwin C. (Neil) Luther, IV, Director of Recreation and Parks  
Mr. Barry R. Lawrence, Clerk of the Board of Supervisors

RECEIVED

JUL 25 2016

County Manager / Board of Supervisors  
Henrico, Virginia



COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE

Agenda Item No. 175-14

Page No. 1 of 1

Agenda Title: RESOLUTION - Appointment of Members - Parks and Recreation Advisory Commission

For Clerk's Use Only:  Date: 8/9/2016  <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to:	<b>BOARD OF SUPERVISORS ACTION</b>  Moved by (1) <u>Aloner</u> Seconded by (1) <u>O'Bannon</u> (2) _____ (2) _____  REMARKS: <b>APPROVED</b>	<b>YES NO OTHER</b>  Glover, R. <input checked="" type="checkbox"/> _____ Branin, T. <input checked="" type="checkbox"/> _____ Nelson, T. <input checked="" type="checkbox"/> _____ O'Bannon, P. <input checked="" type="checkbox"/> _____ Thornton, F. <input checked="" type="checkbox"/> _____
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**BE IT RESOLVED** that the Board of Supervisors of Henrico County, Virginia, appoints the following person to the Parks and Recreation Advisory Commission for an unexpired term ending December 31, 2018, or thereafter, when his successor shall have been appointed and qualified:

Varina District

Terrence L. Walker

By Agency Head \_\_\_\_\_ By County Manager [Signature]  
  
Routing:  
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Copy to: \_\_\_\_\_  
  
Certified: \_\_\_\_\_  
A Copy Teste: \_\_\_\_\_ Clerk, Board of Supervisors  
  
Date: \_\_\_\_\_



COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE

Agenda Item No. 182-16  
Page No. 1 of 2

Agenda Title: ORDINANCE – To Repeal and Reserve Section 20-77 of the Code of the County of Henrico Titled "Pollution control equipment and facilities" Because a Local Ordinance Is No Longer Necessary to Establish This Tax Exemption

For Clerk's Use Only:

Date: 8/9/2016  
☒ Approved  
☐ Denied  
☐ Amended  
☐ Deferred to:

BOARD OF SUPERVISORS ACTION

Moved by (1) O'Bannon Seconded by (1) Branin  
(2) (2)

REMARKS:

APPROVED

YES NO OTHER

Branin, T. ☒ ☐ ☐  
Glover, R. ☒ ☐ ☐  
Nelson, T. ☒ ☐ ☐  
O'Bannon, P. ☒ ☐ ☐  
Thornton, F. ☒ ☐ ☐

AN ORDINANCE to repeal and reserve section 20-77 of the Code of the County of Henrico titled "Pollution control equipment and facilities" because a local ordinance is no longer necessary to establish this exemption.

BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA:

1. That Section 20-77 of the Code of the County of Henrico is repealed and reserved.

**Sec. 20-77. ~~Pollution control equipment and facilities.~~ Reserved.**

(a) ~~Certified pollution control equipment and facilities, as defined in this section, are hereby declared to be a separate class of property which shall constitute a classification for local taxation separate from other such classification of real, personal or machinery and tools property.~~

(b) ~~Certified pollution control equipment and facilities, as defined in this section, shall be exempt from local taxation.~~

(c) ~~As used in this section, the term "certified pollution control equipment and facilities" shall mean any property, whether real, personal or machinery and tools, equipment, facilities or devices, used primarily for the purpose of abating or preventing pollution of the atmosphere or waters of the state, and which the state certifying authority having jurisdiction with respect to such property has certified to the state department of taxation and to the director of finance of the county as having been constructed, reconstructed, erected or acquired in conformity with the state program or~~

By Agency Head

*Eugene Walt*

By County Manager

*[Signature]*

Routing:

Yellow to: \_\_\_\_\_

Copy to: \_\_\_\_\_

Certified:

A Copy Teste: \_\_\_\_\_

Clerk, Board of Supervisors

Date: \_\_\_\_\_



**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 182-16  
Page No. 2 of 2

**Agenda Title: ORDINANCE – To Repeal and Reserve Section 20-77 of the Code of the County of Henrico Titled “Pollution control equipment and facilities” Because a Local Ordinance Is No Longer Necessary to Establish This Tax Exemption**

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~~requirement for abatement or control of water or atmospheric pollution or contamination. Such property shall include, but is not limited to, any equipment used to grind, chip, or mulch trees, tree stumps, underbrush, and other vegetative cover for reuse as mulch, compost, landfill gas, synthetic or natural gas recovered from waste or other fuel, and equipment used in collecting, processing, and distributing, or generating electricity from, landfill gas or synthetic or natural gas recovered from waste, whether or not such property has been certified to the department of taxation and to the director of finance of the county by a state certifying authority. Such property shall also include solar energy equipment, facilities, or devices owned or operated by a business that collect, generate, transfer, or store thermal or electric energy whether or not such property has been certified to the state department of taxation and to the director of finance of the county by a state certifying authority. For solar photovoltaic (electric energy) systems, this exemption applies only to projects equaling 20 megawatts or less, as measured in alternating current (AC) generation capacity. Such property shall not include the land on which such equipment or facilities are located.~~

~~(d) As used in this section, the term "state certifying authority" shall mean the state water control board for water pollution, and the state air pollution control board for air pollution, the department of mines, minerals and energy, for coal, oil, and gas production, including gas, natural gas, and coalbed methane gas, the Virginia Waste Management Board, for waste disposal facilities, natural gas recovered from waste facilities, and landfill gas production facilities and shall include any interstate agency authorized to act in place of a certifying authority of the state.~~

2. That this ordinance shall be in full force and effect on and after its passage.

Comments: The Director of Finance recommends approval of this Board paper; the County Manager concurs.



COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE

Agenda Item No. 183-46

Page No. 1 of 3

Agenda Title: RESOLUTION — POD- 2016-00275 — Approval of a Plan of Development for  
Firehouse 19 — Three Chopt District

For Clerk's Use Only:

Date: 8/9/2016

- ☒ Approved  
☐ Denied  
☐ Amended  
☐ Deferred to:

BOARD OF SUPERVISORS ACTION

Moved by (1) Branin Seconded by (1) O'Bannon  
(2) (2)

REMARKS:

APPROVED

YES NO OTHER

Branin, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Glover, R.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nelson, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
O'Bannon, P.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thornton, F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHEREAS, Sections 24-11(b) and 24-106 of the Henrico County Code require the submission of applications for plans of development for public facilities to the Board of Supervisors; and,

WHEREAS, an application has been submitted for approval of POD2016-00275, a plan of development to construct Firehouse 19, a new, one-story, 11,000 square foot fire station with a 943 square foot mezzanine and a 741 square foot detached shop building, and to authorize a 637 square foot future building expansion for additional living quarters; and,

WHEREAS, the 4.37-acre site is located at the northwest corner of the intersection of Kain Road and North Gayton Road on parcel 736-769-8821, is zoned A-1, Agricultural District and R-2AC, One-Family Residence District (Conditional); and,

WHEREAS, the County Administration, including the Department of General Services, the Department of Planning, the Department of Public Works, the Department of Public Utilities, the Division of Fire, the Division of Police, and the Department of Building Construction and Inspections, has reviewed the application and recommends approval of it subject to the staff recommendations and the staff plan dated August 9, 2016; and,

WHEREAS, on August 9, 2016, the Board of Supervisors held a public hearing to receive comments on the application for approval.

NOW, THEREFORE, BE IT RESOLVED that the Henrico County Board of Supervisors hereby approves the application, subject to the following conditions:

By Agency Head

*Jean H. H...*

By County Manager

*[Signature]*

Routing:

Yellow to: \_\_\_\_\_

Copy to: \_\_\_\_\_

Certified:

A Copy Teste: \_\_\_\_\_

Clerk, Board of Supervisors

Date: \_\_\_\_\_

**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 183-16

Page No. 2 of 3

**Agenda Title: RESOLUTION — POD- 2016-00275 — Approval of a Plan of Development for Firehouse 19 — Three Chopt District**

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1. The Director of Public Utilities shall approve the construction plans for public water and sewer prior to beginning any construction of these utilities. The Department of Public Utilities shall be notified at least 24 hours prior to the start of any County water or sewer construction.
2. The parking lot shall be subject to the requirements of Section 24-98 of the Henrico County Code.
3. The parking spaces shall be marked on the pavement surface with four-inch wide white painted traffic lines. All lane lines and parking lines shall be white in color with the exception that those dividing traffic shall be yellow.
4. Sufficient, effective usable parking shall be provided. If experience indicates the need, additional parking shall be provided.
5. Curb and gutter and necessary storm sewer shall be constructed as shown on approved plans.
6. The plan of development shall be revised as annotated on the staff plan dated August 9, 2016, which shall be as much a part of this approval as if its details were fully described herein. Nine sets of revised plans, including the detailed drainage, erosion control, and utility plans shall be submitted by the design engineer who prepared the plans to the Department of Planning for final review. Upon notice from the Department of Planning that all comments have been addressed, a minimum of 14 sets of final plans for signature shall be submitted to the Department of Planning for approval signatures. Two sets of the approved plan shall be attached to the building permit application.
7. The Department of Public Works shall be notified at least 24 hours prior to the start of any construction.
8. A detailed landscaping plan shall be submitted to the Department of Planning for review and approval prior to the issuance of any occupancy permits.
9. All ground cover and landscaping shall be properly maintained in a healthy condition at all times. Dead plant materials shall be removed within a reasonable time and replaced during the normal planting season.
10. Prior to the approval of an electrical permit application and installation of the site lighting equipment, a plan including light spread and intensity diagrams and fixture specifications and mounting height details shall be submitted for Department of Planning review and approval.
11. All exterior lighting shall be designed and arranged to direct the light and glare away from nearby residential property and streets.
12. The site including the parking areas shall be kept clean of litter and debris on a daily basis. Trash container units/litter receptacles and recycling containers shall be maintained with scheduled regular pickups and shall be screened properly on all four sides. The gate(s) shall remain closed except when the receptacle(s) are being filled or serviced and shall be repaired or replaced as necessary. Details shall be included with the final site plan or required landscape plan review and approval.
13. Required fire lanes shall be marked and maintained in accordance with the Virginia Statewide Fire Prevention Code.
14. Traffic control signs shall be provided as indicated on the Planning staff plan. All signs shall be fabricated as shown in The National Manual on Uniform Traffic Control Devices for Streets and Highways and The Virginia Supplement to The Manual on Uniform Traffic Control Devices for Streets and Highways.

**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 183-16

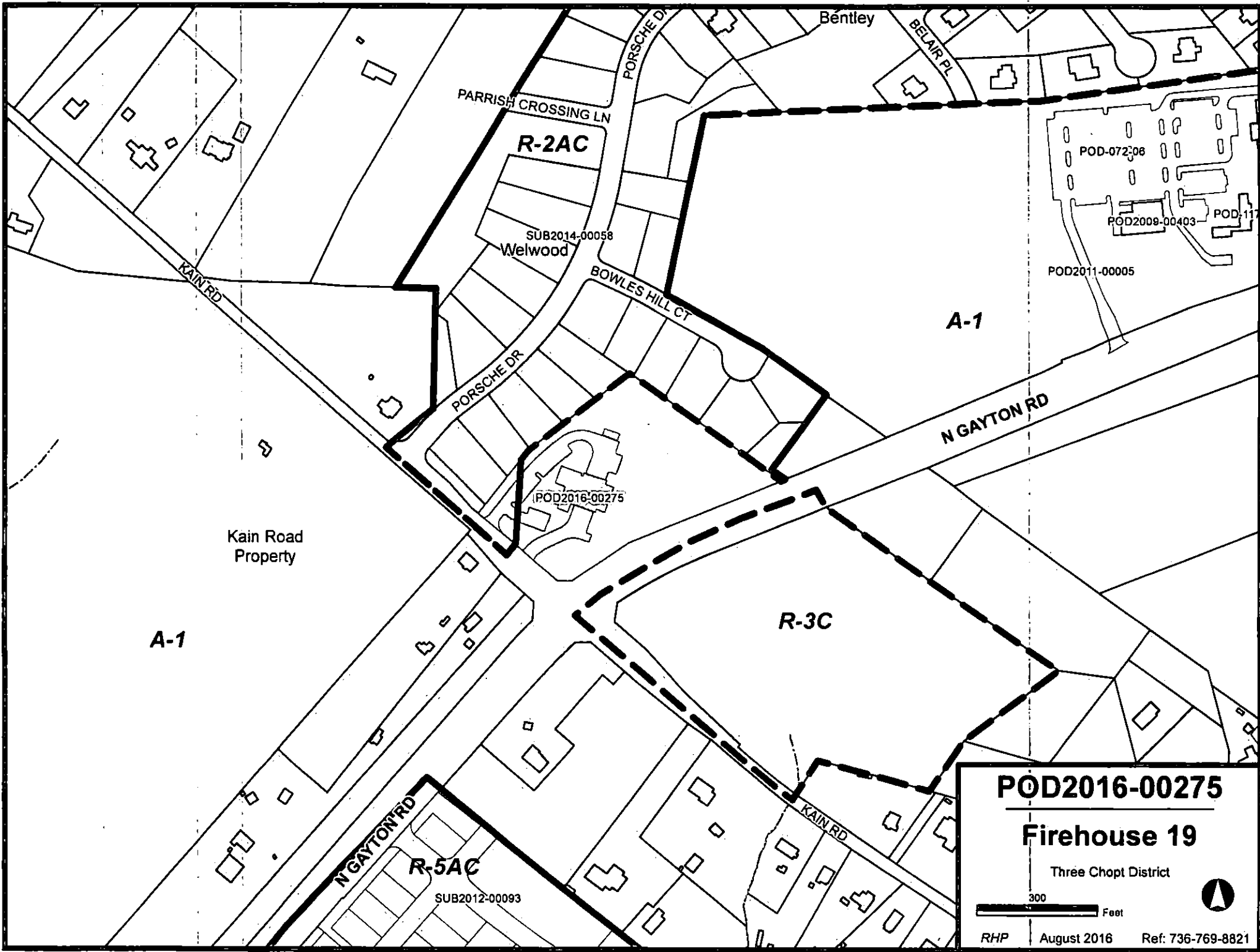
Page No. 3 of 3

**Agenda Title: RESOLUTION — POD- 2016-00275 — Approval of a Plan of Development for Firehouse 19 — Three Chopt District**

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15. The assigned property number shall be displayed so it is easily readable from the street. If assistance is needed with the address, please contact the Department of Planning at 501-4284. The Planning Department must assign all property addresses.
16. The contractor shall have a set of plans approved by the Director of Public Works, Director of Public Utilities, and the County Manager available at the site at all times when work is being performed. A designated responsible employee shall be available for contact by County inspectors.
17. The property shall be developed generally as shown on the plan filed with the case and no major changes or additions to the layout shall be made without the approval of the Board of Supervisors.
18. Upon completion of the improvements and prior to the certification of the permanent occupancy permit, the engineer or land surveyor who prepared the POD plan shall furnish a statement to the effect that all construction, including water and sewer, is in conformance with the regulations and requirements of the POD.
19. The developer shall provide fire hydrants as required by the Department of Public Utilities and Division of Fire.
20. Insurance Service Offices (ISO) calculations should be included on the final construction plans for approval by the Department of Public Utilities prior to issuance of a building permit.
21. Any necessary offsite drainage easements must be obtained in a form acceptable to the County Attorney prior to final approval of the construction plans by the Department of Public Works.
22. Deviations from County standards for pavement, curb, or curb and gutter design shall be approved by the County Engineer prior to final approval of the construction plans by the Department of Public Works.
23. Vehicles shall be parked only in approved and constructed parking spaces.
24. The construction shall be properly coordinated to ensure that safe access, circulation, and adequate parking is provided for the facility. A plan to indicate the phasing of improvements and the handling of traffic (construction and employees) shall be submitted to the Department of Planning prior to the issuance of a building permit.
25. The right-of-way for widening of Kain Road and North Gayton Road as shown on approved plans shall be dedicated to the County prior to issuance of any occupancy permits. The right-of-way dedication plat and any other required information shall be submitted to the Director of Real Property at least 60 days prior to requesting occupancy permits.
26. A concrete sidewalk meeting County standards shall be provided along the northern line of Kain Road.
27. Approval of the construction plans by the Department of Public Works does not establish the curb and gutter elevations along the Henrico County maintained right-of-way. The elevations will be set by Henrico County.

**COMMENTS:** The Director of Planning has reviewed the plans submitted by Timmons Group and BKW Group and recommends approval, and the County Manager concurs.



**POD2016-00275**

**Firehouse 19**

Three Chopt District

300  
Feet

RHP

August 2016

Ref: 736-769-8821



COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE

Agenda Item No. **184-16**  
Page No. 1 of 1

**Agenda Title: ORDINANCE – To Amend and Reordain Section 9-2 of the Code of the County of Henrico Titled “Precincts and polling places” by Creating a New Precinct and Polling Place in the Fairfield District From a Portion of the Highland Gardens Precinct, and Changing the Name of Byrd Precinct in the Tuckahoe District and Updating the Name of Its Polling Place**

For Clerk's Use Only:

Date: **8/9/2016**

- ☒ Approved  
☐ Denied  
☐ Amended  
☐ Deferred to:

BOARD OF SUPERVISORS ACTION

Moved by (1) **Shenton** Seconded by (1) **O'Bannon**  
(2) (2)

REMARKS:

**APPROVED**

YES NO OTHER

Branin, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Glover, R.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nelson, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
O'Bannon, P.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thornton, F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

After a duly advertised public hearing, the Board of Supervisors of Henrico County adopted the attached ordinance.

Comments: The Registrar and Electoral Board recommend approval of this Board paper; the County Manager concurs.

By Agency Head

By County Manager

Routing:

Yellow to: \_\_\_\_\_

Copy to: \_\_\_\_\_

Certified:

A Copy Teste: \_\_\_\_\_

Clerk, Board of Supervisors

Date: \_\_\_\_\_

**BLACKLINE**

**ORDINANCE – To Amend and Reordain Section 9-2 of the Code of the County of Henrico Titled “Precincts and polling places” by Creating a New Precinct and Polling Place in the Fairfield District From a Portion of the Highland Gardens Precinct, and Changing the Name of Byrd Precinct in the Tuckahoe District and Updating the Name of Its Polling Place**

**BE IT ORDAINED BY THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA:**

1. That Section 9-2 of the Code of the County of Henrico be amended and reordained as follows:

**Sec. 9-2. Precincts and polling places.**

The following shall be the precinct boundaries and polling places for the magisterial districts in the county.

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- 
- 

(2) Fairfield Magisterial District.

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**h. Essex Village Precinct. Beginning at the intersection of Oronoco Avenue and Richmond-Henrico Turnpike; thence southwardly along Richmond-Henrico Turnpike to its intersection with the boundary line of the City of Richmond and Henrico County; thence westwardly along the boundary line of the City of Richmond and Henrico County to its intersection with Conway Street; thence northwardly along Conway Street to its intersection with East Laburnum Avenue; thence westwardly along East Laburnum Avenue to its intersection with Alma Avenue; thence northwardly along Alma Avenue to its intersection with Oronoco Avenue; thence eastwardly along Oronoco Avenue to its intersection with Richmond-Henrico Turnpike and the point of beginning. The polling place**

**for Essex Village Precinct shall be Essex Village Community Center, 117 Engleside Drive.**

**hi. *Fairfield Precinct.*** Beginning at the intersection of Cedar Fork Road and Creighton Road; thence southwestwardly along Creighton Road to its intersection with N. Laburnum Avenue; thence southeastwardly along N. Laburnum Avenue to its intersection with Nine Mile Road; thence northeastwardly along Nine Mile Road to its intersection with Bayard Road; thence northwardly along Bayard Road to its intersection with Biloxi Road; thence northwestwardly along Biloxi Road to its intersection with Natchez Road; thence eastwardly along Natchez Road to its intersection with Buffalo Road; thence northwardly along Buffalo Road to its intersection with Cloverfield Lane; thence northwestwardly along Cloverfield Lane to its intersection with Tiffanywoods Lane; thence westwardly along Tiffanywoods Lane to its intersection with Cedar Fork Road; thence northwardly along Cedar Fork Road to its intersection with Creighton Road and the point of beginning. The polling place for Fairfield Precinct shall be Fairfield Library, 1001 N. Laburnum Avenue.

**ij. *Glen Lea Precinct.*** Beginning at the intersection of the Chessie System Railway and the boundary line of Hanover County and Henrico County; thence southeastwardly along the boundary line of Hanover County and Henrico County to its intersection with Creighton Road; thence southwestwardly along Creighton Road to its intersection with the Virginia Power easement (approximately 400 feet northeast of the intersection of Carolee Drive and Creighton Road); thence northwestwardly along the Virginia Power easement to its intersection with Mechanicsville Turnpike (U.S. Route 360) (approximately 1,800 feet northeast of the intersection of Mechanicsville Turnpike (U.S. Route 360) and Springdale Road); thence southwestwardly along Mechanicsville Turnpike (U.S. Route 360) to its intersection with East Laburnum Avenue; thence northwestwardly along East Laburnum Avenue to its intersection with Carolina Avenue; thence northwardly along Carolina Avenue to its intersection with Horse Swamp Creek; thence eastwardly along Horse Swamp Creek to its intersection with the Chessie System Railway; thence northwardly along the Chessie System Railway to its intersection with the boundary line of Hanover County and Henrico County and the point of beginning. The polling place for Glen Lea Precinct shall be Glen Lea Elementary School, 3909 Austin Avenue.

**jk. *Greenwood Precinct.*** Beginning at the intersection of Interstate Route 295 and Woodman Road; thence eastwardly along Interstate Route 295 to its intersection with Greenwood Road; thence southwardly along Greenwood Road to its intersection with Mountain Road; thence southeastwardly along Mountain Road to its intersection with North Run Road; thence southwestwardly along North Run Road to its intersection with Hungary Road; thence northwestwardly along Hungary Road to its intersection with Old Hungary Road; thence northwardly along Old Hungary Road to its intersection



with North Run Creek; thence northwestwardly along North Run Creek to its intersection with Woodman Road (approximately 1,600 feet south of the intersection of Woodman Road and Mountain Road); thence northeastwardly along Woodman Road to its intersection with Interstate Route 295 and the point of beginning. The polling place for Greenwood Precinct shall be St. Peter Baptist Church, 2040 Mountain Road.

**kl. Highland Gardens Precinct.** Beginning at a point on East Laburnum Avenue and the boundary line of the City of Richmond and Henrico County; thence northwardly along the boundary line of the City of Richmond and Henrico County to its intersection with Horse Swamp Creek; thence eastwardly along Horse Swamp Creek to its intersection with Carolina Avenue; thence southwardly along Carolina Avenue to its intersection with East Laburnum Avenue; thence eastwardly along East Laburnum Avenue to its intersection with the Chessie System Railway; thence southwardly along the Chessie System Railway to its intersection with the boundary line of the City of Richmond and Henrico County; thence northwestwardly along the boundary line of the City of Richmond and Henrico County to its intersection with Richmond-Henrico Turnpike; thence northwardly along Richmond-Henrico Turnpike to its intersection with Oronoco Avenue; thence southwestwardly along Oronoco Avenue to its intersection with Alma Avenue; thence southwardly along Alma Avenue to its intersection with East Laburnum Avenue; thence eastwardly along East Laburnum Avenue to its intersection with Conway Street; thence southwardly along Conway Street to its intersection with the boundary line of the City of Richmond and Henrico County; thence northwestwardly along the boundary line of the City of Richmond and Henrico County to its intersection with East Laburnum Avenue and the point of beginning. The polling place for Highland Gardens Precinct shall be Laburnum Elementary School, 500 Meriwether Avenue.

**lm. Hollybrook Precinct.** Beginning at the intersection of E. Parham Road and Brook Road (U.S. Route 1); thence southwardly along Brook Road (U.S. Route 1) to its intersection with Lakeside Avenue; thence southwestwardly along Lakeside Avenue to its intersection with North Run Creek; thence northwestwardly along North Run Creek to its fork into two branches (approximately 3,880 feet west of the intersection of E. Parham Road and Villa Park Drive); thence eastwardly along the east/west branch of North Run Creek to its intersection with E. Parham Road; thence southeastwardly along E. Parham Road to its intersection with Brook Road (U.S. Route 1) and the point of beginning. The polling place for Hollybrook Precinct shall be Hollybrook Apartments, 7700 Brook Road.

**mn. Hungary Precinct.** Beginning at the intersection of North Run Creek and Woodman Road (approximately 1,600 feet south of the intersection of Woodman Road and Mountain Road); thence southwestwardly along

Woodman Road to its intersection with Navion Street; thence eastwardly along Navion Street to its intersection with Durango Road; thence southwardly along Durango Road to its intersection with Aeronca Avenue; thence eastwardly along Aeronca Avenue to its intersection with Electra Lane; thence southwardly along Electra Lane to its intersection with Bandera Drive; thence southwestwardly along Bandera Drive to its intersection with Nadina Drive; thence southwardly along Nadina Drive to its intersection with Hungary Road; thence eastwardly along Hungary Road to its intersection with North Run Creek; thence southwardly along North Run Creek to its intersection with East Parham Road; thence eastwardly along East Parham Road to its intersection with Brook Road (U.S. Route 1) and East Parham Road (State Route 73); thence eastwardly along East Parham Road (State Route 73) to its intersection with Interstate Route 95; thence northwardly on Interstate Route 95 to its intersection with Scott Road; thence southwestwardly along Scott Road to its intersection with Athens Avenue; thence westwardly along Athens Avenue to its intersection with Brook Road (U.S. Route 1); thence northwardly along Brook Road (U.S. Route 1) to its intersection with Telegraph Road; thence northeastwardly along Telegraph Road to its intersection with Mountain Road; thence northwestwardly along Mountain Road to its intersection with North Run Road; thence southwestwardly along North Run Road to its intersection with Hungary Road; thence northwestwardly along Hungary Road to its intersection with Old Hungary Road; thence northwardly along Old Hungary Road to its intersection with North Run Creek; thence northwestwardly along North Run Creek to its intersection with Woodman Road (approximately 1,600 feet south of the intersection of Woodman Road and Mountain Road) and the point of beginning. The polling place for Hungary Precinct shall be Mt. Olive Baptist Church, 8775 Mt. Olive Avenue.

no. *Longdale Precinct.* Beginning at the intersection of Interstate Route 95 and Interstate Route 295; thence northwestwardly along Interstate Route 295 to its intersection with Longdale Avenue extended; thence southeastwardly along Longdale Avenue extended to its intersection with Davis Avenue and Longdale Avenue; thence southeastwardly along Longdale Avenue to its intersection with Lee Avenue; thence southwestwardly along Lee Avenue to its intersection with Richmond Road; thence southeastwardly along Richmond Road to its intersection with Cole Boulevard; thence southwestwardly along Cole Boulevard to its intersection with Greenwood Road; thence southwardly along Greenwood Road to its intersection with Mountain Road; thence southeastwardly along Mountain Road to its intersection with Telegraph Road; thence southwestwardly along Telegraph Road to its intersection with Brook Road (U.S. Route 1); thence southwardly along Brook Road (U.S. Route 1) to its intersection with Athens Avenue; thence eastwardly along Athens Avenue to its intersection with Scott Road; thence northeastwardly along Scott Road to its intersection with Interstate Route 95; thence northwardly along Interstate Route 95 to its intersection with Interstate Route 295 and the point of beginning.

The polling place for Longdale Precinct shall be Longdale Elementary School, 9500 Norfolk Street.

**ep. *Maplewood Precinct.*** Beginning at the intersection of Mechanicsville Turnpike (U.S. Route 360) and the Virginia Power easement (approximately 1,800 feet northeast of the intersection of Mechanicsville Turnpike (U.S. Route 360) and Springdale Road); thence southeastwardly along the Virginia Power easement to its intersection with Creighton Road (approximately 400 feet northeast of the intersection of Carolee Drive and Creighton Road); thence southwestwardly along Creighton Road to its intersection with North Laburnum Avenue; thence northwestwardly along North Laburnum Avenue to its intersection with Harvie Road and East Laburnum Avenue; thence northwestwardly along East Laburnum Avenue to its intersection with Mechanicsville Turnpike (U.S. Route 360); thence northeastwardly along Mechanicsville Turnpike (U.S. Route 360) to its intersection with the Virginia Power easement (approximately 1,800 feet northeast of the intersection of Mechanicsville Turnpike (U.S. Route 360) and Springdale Road) and the point of beginning. The polling place for Maplewood Precinct shall be Abundant Life Church of Christ, 3700 Goodell Road.

**pg. *Moody Precinct.*** Beginning at the intersection of Hilliard Road (State Route 356) and Hermitage Road; thence northwestwardly along Hermitage Road to its intersection with Woodman Road; thence northwestwardly along Woodman Road to its intersection with E. Parham Road; thence eastwardly along E. Parham Road to its intersection with the east/west branch of North Run Creek (approximately 1,280 feet northwest of the intersection of E. Parham Road and Villa Park Drive); thence westwardly along the east/west branch of North Run Creek to its intersection with the north/south branch of North Run Creek; thence southwardly along North Run Creek to its intersection with Lakeside Avenue; thence northeastwardly along Lakeside Avenue to its intersection with Brook Road (U.S. Route 1); thence southwardly along Brook Road (U.S. Route 1) to its intersection with Hilliard Road (State Route 161); thence westwardly along Hilliard Road to its intersection with Hermitage Road and the point of beginning. The polling place for Moody Precinct shall be Moody Middle School, 7800 Woodman Road.

**qr. *Mountain Precinct.*** Beginning at the intersection of Woodman Road and Mountain Road; thence westwardly along Mountain Road to its intersection with Purcell Road; thence southwardly along Purcell Road to its intersection with Indale Road; thence eastwardly along Indale Road to its intersection with Winston Boulevard; thence southwardly along Winston Boulevard to its intersection with Blackburn Road; thence eastwardly along Blackburn Road to its intersection with Woodman Road; thence northwardly along Woodman Road to its intersection with Mountain Road and the point of beginning. The

polling place for Mountain Precinct shall be Public Utilities Operations and Maintenance Center, 10401 Woodman Road.

rs. *Oakview Precinct.* Beginning at the intersection of Woodman Road and Hungary Road; thence westwardly along Hungary Road to its intersection with CSX Railroad; thence southwardly along CSX Railroad to its intersection with E. Parham Road; thence northeastwardly along E. Parham Road to its intersection with Woodman Road; thence northwestwardly along Woodman Road to its intersection with Hungary Road and the point of beginning. The polling place for Oakview Precinct shall be Chestnut Grove Assisted Living Facility, 9010 Woodman Road.

st. *Randolph Precinct.* Beginning at the intersection of Woodman Road and Interstate Route 295; thence northwestwardly along Interstate Route 295 to its intersection with North Run Creek; thence southeastwardly along North Run Creek to its intersection with Mountain Road; thence eastwardly along Mountain Road to its intersection with Woodman Road; thence northeastwardly along Woodman Road to its intersection with Interstate Route 295 and the point of beginning. The polling place for Randolph Precinct shall be Virginia Randolph, 2206 Mountain Road.

tu. *Ratcliffe Precinct.* Beginning at the intersection of Watts Lane and Mechanicsville Turnpike (U.S. Route 360); thence southeastwardly along Watts Lane to its intersection with Sandy Lane; thence southwardly along Sandy Lane to its intersection with Creighton Road; thence northeastwardly along Creighton Road to its intersection with North Laburnum Avenue; thence northwestwardly along North Laburnum Avenue to its intersection with Harvie Road and East Laburnum Avenue; thence northwestwardly along East Laburnum Avenue to its intersection with the Chessie System Railway; thence southwardly along the Chessie System Railway to its intersection with the boundary line of the City of Richmond and Henrico County; thence southeastwardly along the boundary line of the City of Richmond and Henrico County to its intersection with Mechanicsville Turnpike (U.S. Route 360); thence northeastwardly along Mechanicsville Turnpike (U.S. Route 360) to its intersection with Watts Lane and the point of beginning. The polling place for Ratcliffe Precinct shall be Ratcliffe Elementary School, 2901 Thalen Street.

uv. *Stratford Hall Precinct.* Beginning at the intersection of Hilliard Road (State Route 161/356) and Lakeside Avenue (State Route 161); thence southwardly along Lakeside Avenue (State Route 161) to its intersection with Dumbarton Road; thence westwardly along Dumbarton Road to its intersection with Westlake Avenue and Hermitage Road; thence northwardly along Hermitage Road to its intersection with Hilliard Road; thence eastwardly along Hilliard Road (State Route 356) to its intersection with Lakeside Avenue (State Route

161) and the point of beginning. The polling place for Stratford Hall Precinct shall be ManorCare-Stratford Hall, 2125 Hilliard Road.

vv. *Wilder Precinct.* Beginning at the intersection of Chamberlayne Road (U.S. Route 301) and the boundary line of Hanover County and Henrico County; thence southeastwardly along the boundary line of Hanover County and Henrico County to its intersection with the Chessie System Railway; thence southwardly along the Chessie System Railway to its intersection with Horse Swamp Creek; thence southwestwardly along Horse Swamp Creek to its intersection with Carolina Avenue; thence northwestwardly along Carolina Avenue to its intersection with Azalea Avenue; thence northwestwardly along Azalea Avenue to its intersection with Wilkinson Road; thence northwardly along Wilkinson Road to its intersection with Upham Brook; thence northwestwardly along Upham Brook to its intersection with Chamberlayne Road (U.S. Route 301); thence northeastwardly along Chamberlayne Road (U.S. Route 301) to its intersection with the boundary line of Hanover County and Henrico County and the point of beginning. The polling place for Wilder Precinct shall be Wilder Middle School, 6900 Wilkinson Road.

wx. *Yellow Tavern Precinct.* Beginning at the intersection of the Richmond and Ashland Electric right-of-way and the boundary line of Hanover County and Henrico County; thence eastwardly along the boundary line of Hanover County and Henrico County to its intersection with Chamberlayne Road (U.S. Route 301); thence southwestwardly along Chamberlayne Road (U.S. Route 301) to its intersection with East Parham Road; thence southwestwardly along East Parham Road to its intersection with Interstate Route 95; thence northwardly along Interstate Route 95 to its intersection with Interstate Route 295; thence northwestwardly along Interstate Route 295 to its intersection with Longdale Avenue extended; thence southeastwardly along Longdale Avenue extended to its intersection with Davis Avenue and Longdale Avenue; thence southeastwardly along Longdale Avenue to its intersection with Lee Avenue; thence southwestwardly along Lee Avenue to its intersection with Richmond Road; thence southeastwardly along Richmond Road to its intersection with Cole Boulevard; thence southwestwardly along Cole Boulevard to its intersection with Greenwood Road; thence northwardly along Greenwood Road to its intersection with Interstate Route 295; thence northwestwardly along Interstate Route 295 to its intersection with Woodman Road; thence northeastwardly along Woodman Road to its intersection with Greenwood Road; thence southeastwardly along Greenwood Road to its intersection with Winfrey Road; thence northwardly along Winfrey Road to its intersection with the Richmond and Ashland Electric right-of-way; thence northwestwardly along the Richmond and Ashland Electric right-of-way to its intersection with the boundary line of Hanover County and Henrico County and the point of beginning. The polling place for Yellow Tavern Precinct shall be North Park Library, 8508 Franconia Road.

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(4) Tuckahoe Magisterial District.

~~a. *Byrd Precinct.* Beginning at the intersection of Pemberton Road (State Route 157) and Interstate Route 64; thence northwestwardly along Interstate Route 64 to its intersection with Deep Run Creek; thence southwestwardly along Deep Run Creek to its intersection with Gayton Road; thence eastwardly along Gayton Road to its intersection with Gaskins Road; thence northwardly along Gaskins Road to its intersection with Quioccasin Road (State Route 157); thence eastwardly along Quioccasin Road (State Route 157) to its intersection with Pemberton Road (State Route 157); thence northwardly along Pemberton Road (State Route 157) to its intersection with Interstate Route 64 and the point of beginning. The polling place for Byrd Precinct shall be Byrd Middle School, 9400 Quioccasin Road.~~

**ba.** *Crestview Precinct.* Beginning at the intersection of Horsepen Road and Monument Avenue; thence southeastwardly along Monument Avenue to its intersection with Orchard Road; thence northeastwardly along Orchard Road to its intersection with Fitzhugh Avenue; thence westwardly along Fitzhugh Avenue to its intersection with Betty Lane; thence northwestwardly along Betty Lane to its intersection with Horsepen Road; thence eastwardly along Horsepen Road to its intersection with West Broad Street; thence northwestwardly along West Broad Street to its intersection with Upham Brook; thence westwardly along Upham Brook to its intersection with Interstate Route 64; thence northwestwardly along Interstate Route 64 to its intersection with Skipwith Road; thence southwardly along Skipwith Road to its intersection with Three Chopt Road; thence southeastwardly along Three Chopt Road to its intersection with Horsepen Road; thence northwardly along Horsepen Road to its intersection with Monument Avenue and the point of beginning. The polling place for Crestview Precinct shall be Crestview Elementary School, 1901 Charles Street.

**eb.** *Derbyshire Precinct.* Beginning at the intersection of North Parham Road and Avalon Drive; thence westwardly along Avalon Drive to its intersection with Midway Road; thence southwestwardly along Midway Road to its intersection with Derbyshire Road; thence westwardly along Derbyshire Road to its intersection with Gunby Drive; thence southwestwardly along Gunby Drive to its intersection with George's Branch; thence southeastwardly along George's Branch to its intersection with North Mooreland Road; thence southwestwardly along North Mooreland Road to its intersection with River Road; thence southeastwardly along River Road to its intersection with North Parham Road;

thence northeastwardly along North Parham Road to its intersection with Avalon Drive and the point of beginning. The polling place for Derbyshire Precinct shall be Derbyshire Baptist Church, 8800 Derbyshire Road.

dc. *Freeman Precinct.* Beginning at the intersection of Skipwith Road and Three Chopt Road; thence northwestwardly along Three Chopt Road to its intersection with Eastridge Road; thence southwestwardly along Eastridge Road to its intersection with Quioccasin Road; thence westwardly along Quioccasin Road to its intersection with N. Parham Road; thence southwestwardly along N. Parham Road to its intersection with Patterson Avenue; thence eastwardly along Patterson Avenue to its intersection with the boundary line of the City of Richmond and Henrico County; thence northeastwardly along the boundary line between the City of Richmond and Henrico County to its intersection with Three Chopt Road; thence northwestwardly along Three Chopt Road to its intersection with Skipwith Road and the point of beginning. The polling place for Freeman Precinct shall be Freeman High School, 8701 Three Chopt Road.

ed. *Gayton Precinct.* Beginning at the intersection of Pump Road and Ridgefield Parkway; thence westwardly along Ridgefield Parkway to its intersection with Cambridge Drive; thence southwestwardly along Cambridge Drive to its intersection with Gayton Road; thence eastwardly along Gayton Road to its intersection with Flat Branch; thence southwardly along Flat Branch to its intersection with Patterson Avenue (State Route 6); thence eastwardly along Patterson Avenue (State Route 6) to its intersection with Pump Road; thence northwardly along Pump Road to its intersection with Ridgefield Parkway and the point of beginning. The polling place for Gayton Precinct shall be Gayton Library, 10600 Gayton Road.

fe. *Godwin Precinct.* Beginning at the intersection of Deep Run Creek and Ridgefield Parkway; thence southwestwardly along Ridgefield Parkway to its intersection with Pump Road; thence southwardly along Pump Road to its intersection with Gayton Road; thence eastwardly along Gayton Road to its intersection with Deep Run Creek; thence northeastwardly along Deep Run Creek to its intersection with Ridgefield Parkway and the point of beginning. The polling place for Godwin Precinct shall be Godwin High School, 2101 Pump Road.

gf. *Lakewood Precinct.* Beginning at the intersection of Flat Branch and Gayton Road; thence westwardly along Gayton Road to its intersection with Copperas Creek; thence southwestwardly along Copperas Creek to its intersection with the boundary line of Goochland County and Henrico County; thence southwardly along the boundary line of Goochland County and Henrico County to its intersection with Patterson Avenue (State Route 6); thence eastwardly along Patterson Avenue (State Route 6) to its intersection with Flat Branch; thence northwardly along Flat Branch to its intersection with Gayton

Road and the point of beginning. The polling place for Lakewood Precinct shall be Lakewood Manor Baptist Retirement Community, 1900 Lauderdale Drive.

**hg. Lauderdale Precinct.** Beginning at the intersection of Ridgefield Parkway and Cambridge Drive, thence westwardly along Ridgefield Parkway extended approximately 920 feet to the boundary line of Goochland County and Henrico County; thence southwardly along the boundary line of Goochland County and Henrico County to its intersection with Copperas Creek; thence northeastwardly along Copperas Creek to its intersection with Gayton Road; thence northwestwardly along Gayton Road to its intersection with Cambridge Drive; thence northeastwardly along Cambridge Drive to its intersection with Ridgefield Parkway and the point of beginning. The polling place for Lauderdale Precinct shall be Carver Elementary School, 1801 Lauderdale Drive.

**ih. Maybeury Precinct.** Beginning at the intersection of North Parham Road and Patterson Avenue (State Route 6); thence westwardly along Patterson Avenue (State Route 6) to its intersection with North Gaskins Road; thence southwardly along North Gaskins Road to its intersection with River Road; thence southeastwardly along River Road to its intersection with North Mooreland Road; thence northeastwardly along North Mooreland Road to its intersection with George's Branch; thence northwestwardly along George's Branch to its intersection with Gunby Drive; thence northeastwardly along Gunby Drive to its intersection with Derbyshire Road; thence eastwardly along Derbyshire Road to its intersection with Midway Road; thence northeastwardly along Midway Road to its intersection with Avalon Drive; thence eastwardly along Avalon Drive to its intersection with North Parham Road; thence northeastwardly along North Parham Road to its intersection with Patterson Avenue (State Route 6) and the point of beginning. The polling place for Maybeury Precinct shall be Maybeury Elementary School, 901 Maybeury Drive.

**ji. Mooreland Precinct.** Beginning at the intersection of North Parham Road and River Road and the Virginia Power easement; thence northwestwardly along River Road to its intersection with the boundary line of Goochland County and Henrico County; thence southwestwardly along the boundary line of Goochland County and Henrico County to its intersection with the boundary line of Goochland County, Powhatan County and Henrico County; thence southwardly along the boundary line of Powhatan County and Henrico County to its intersection with the boundary line of Powhatan County, Chesterfield County and Henrico County; thence eastwardly along the boundary line of Chesterfield County and Henrico County to its intersection with South Gaskins Road extended; thence northwardly along South Gaskins Road extended to its intersection with South Gaskins Road and the Chesapeake and Ohio Railroad; thence eastwardly along the Chesapeake and Ohio Railroad to its intersection with the Virginia Power easement; thence northwestwardly along the Virginia Power easement to its intersection with River Road and North



Parham Road and the point of beginning. The polling place for Mooreland Precinct shall be Second Baptist Church, 9614 River Road.

***kj. Pemberton Precinct.*** Beginning at the intersection of North Parham Road and Three Chopt Road; thence northwestwardly along Three Chopt Road to its intersection with Pemberton Road (State Route 157); thence southwestwardly along Pemberton Road (State Route 157) to its intersection with Quioccasin Road; thence southeastwardly along Quioccasin Road to its intersection with Blue Jay Lane; thence southwestwardly along Blue Jay Lane to its intersection with Farmington Drive; thence westwardly along Farmington Drive to its intersection with Blue Jay Lane; thence southwestwardly along Blue Jay Lane to its intersection with Gayton Road; thence southeastwardly along Gayton Road to its intersection with Patterson Avenue (State Route 6); thence eastwardly along Patterson Avenue (State Route 6) to its intersection with North Parham Road; thence northwardly along North Parham Road to its intersection with Three Chopt Road and the point of beginning. The polling place for Pemberton Precinct shall be Pemberton Elementary School, 1400 Pemberton Road.

***lk. Pinchbeck Precinct.*** Beginning at the intersection of Gayton Road and Patterson Avenue (State Route 6); thence westwardly along Patterson Avenue (State Route 6) to its intersection with Pump Road; thence northwardly along Pump Road to its intersection with Gayton Road; thence eastwardly along Gayton Road to its intersection with Gaskins Road (State Route 157); thence northwardly along Gaskins Road (State Route 157) to its intersection with Quioccasin Road (State Route 157); thence eastwardly along Quioccasin Road (State Route 157) to its intersection with Pemberton Road and Quioccasin Road (State Route 157); thence eastwardly along Quioccasin Road (State Route 157) to its intersection with Blue Jay Lane; thence southwestwardly along Blue Jay Lane to its intersection with Farmington Drive; thence westwardly along Farmington Drive to its intersection with Blue Jay Lane; thence southwestwardly along Blue Jay Lane to its intersection with Gayton Road; thence southeastwardly along Gayton Road to its intersection with Patterson Avenue (State Route 6) and the point of beginning. The polling place for Pinchbeck Precinct shall be Pinchbeck Elementary School, 1275 Gaskins Road.

**I. Quioccasin Precinct. Beginning at the intersection of Pemberton Road (State Route 157) and Interstate Route 64; thence northwestwardly along Interstate Route 64 to its intersection with Deep Run Creek; thence southwestwardly along Deep Run Creek to its intersection with Gayton Road; thence eastwardly along Gayton Road to its intersection with Gaskins Road; thence northwardly along Gaskins Road to its intersection with Quioccasin Road (State Route 157); thence eastwardly along Quioccasin Road (State Route 157) to its intersection with Pemberton Road (State Route 157); thence northwardly along Pemberton Road (State**

**Route 157) to its intersection with Interstate Route 64 and the point of beginning. The polling place for Quioccasin Precinct shall be Quioccasin Middle School, 9400 Quioccasin Road.**

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2. That the remaining provisions of Section 9-2 of the Code of the County of Henrico shall remain unchanged and in full force and effect.

3. That this ordinance shall be in full force and effect on and after its passage as provided by law.

4. That the Clerk of the Board shall send a certified copy of this ordinance to the Henrico County Electoral Board, the State Board of Elections, and the Division of Legislative Services.

Comments: The Registrar and Electoral Board recommend approval of this Board paper; the County Manager concurs.



COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE

Agenda Item No. 185-16

Page No. 1 of 2

Agenda Title: **ORDINANCE — Vacation of Building Lot Line — Skipwith Farms Subdivision — Three Chopt District**

For Clerk's Use Only: Date: <u>8/9/2016</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____	<b>BOARD OF SUPERVISORS ACTION</b> Moved by (1) <u>Branin</u> Seconded by (1) <u>O'Bannon</u> (2) _____ (2) _____ REMARKS: <b>APPROVED</b>	<table><thead><tr><th></th><th>YES</th><th>NO</th><th>OTHER</th></tr></thead><tbody><tr><td>Branin, T.</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Glover, R.</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Nelson, T.</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>O'Bannon, P.</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Thornton, F.</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></tbody></table>		YES	NO	OTHER	Branin, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Glover, R.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nelson, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	O'Bannon, P.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Thornton, F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Branin, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																							
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Nelson, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																							
O'Bannon, P.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																							
Thornton, F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																							

WHEREAS, the owner of Lot 22, Block H, Section A of the Skipwith Farms subdivision, Janet S. Arnett, executor of the Estate of Sally S. Smith, deceased, has requested the County to vacate the side building lot line; and,

WHEREAS, the plat is recorded in the Clerk's Office of the Circuit Court of Henrico County ("Clerk's Office") in Plat Book 22, page 118; and,

WHEREAS, this Ordinance was advertised pursuant to Va. Code § 15.2-2204, and the Board held a public hearing on August 9, 2016; and,



WHEREAS, it appears to the Board that no owner of any lot shown on the plat will be irreparably damaged by the vacation.

NOW, THEREFORE, BE IT ORDAINED by the Board of Supervisors that:

(1) the building lot line labeled "35' Side Building Lot Line To Be Vacated" on Exhibit A is vacated in accordance with Va. Code § 15.2-2272(2);

(2) this Ordinance shall become effective 30 days after its passage as provided by law;

(3) the Clerk of the Circuit Court of Henrico County (the "Clerk") is authorized, upon receipt of payment therefor, to record a certified copy of this Ordinance in the Clerk's Office after the expiration of 30 days from its passage, provided no appeal has been taken to the Circuit Court;

By Agency Head  By County Manager 

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Routing: Real Property Certified: \_\_\_\_\_  
Yellow to: \_\_\_\_\_ A Copy Tests: \_\_\_\_\_  
Copy to: \_\_\_\_\_ Clerk, Board of Supervisors

Date: \_\_\_\_\_

COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE

Agenda Item No. 185-16  
Page No. 2 of 2

**Agenda Title: ORDINANCE — Vacation of Building Lot Line — Skipwith Farms Subdivision — Three Chopt District**

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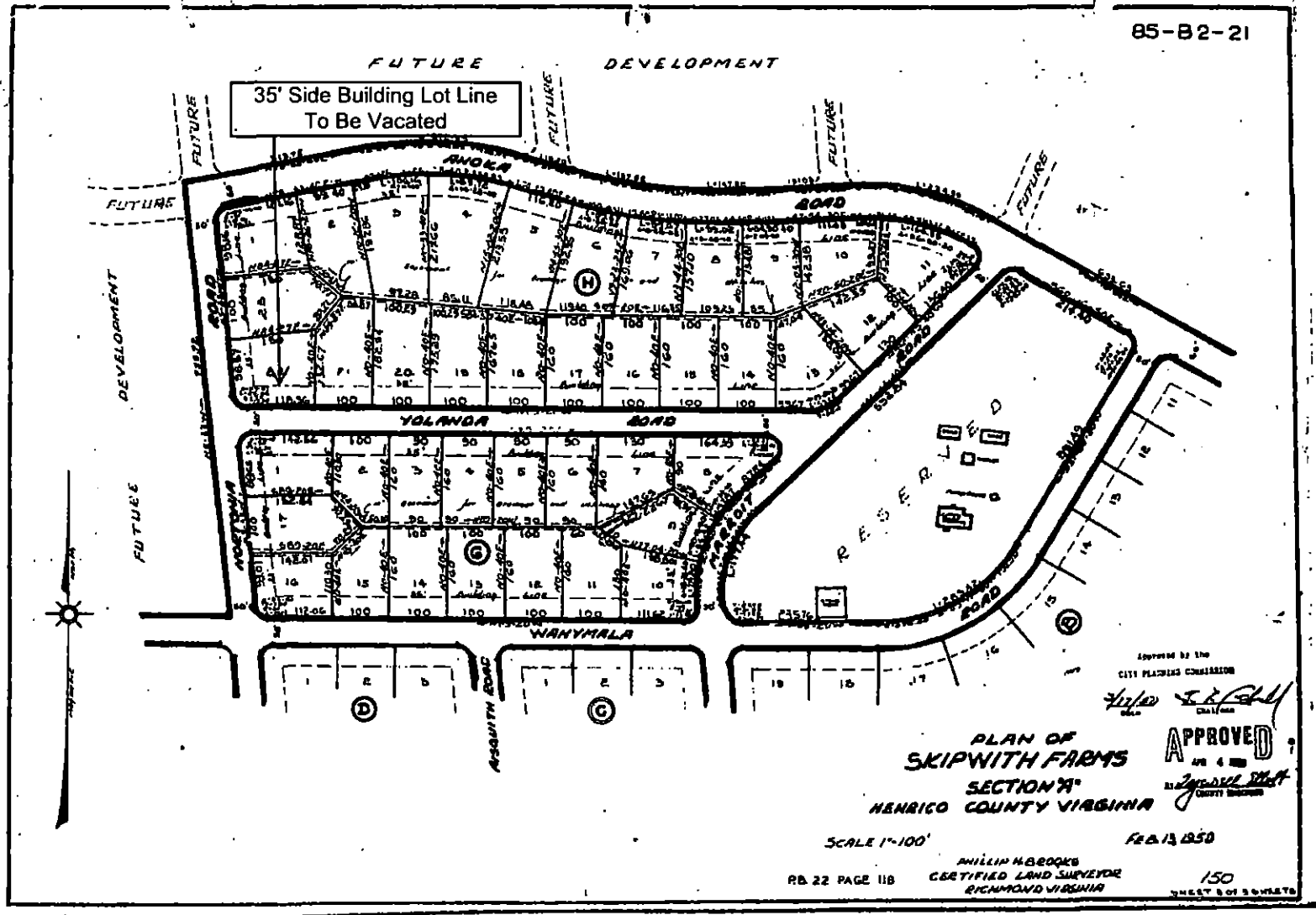
(4) the Clerk is further authorized to index the Ordinance on the grantor and grantee sides of the general index to deeds in the name of JANET S. ARNETT, EXECUTOR OF THE ESTATE OF SALLY S. SMITH, DECEASED, or their successors or assigns; and,

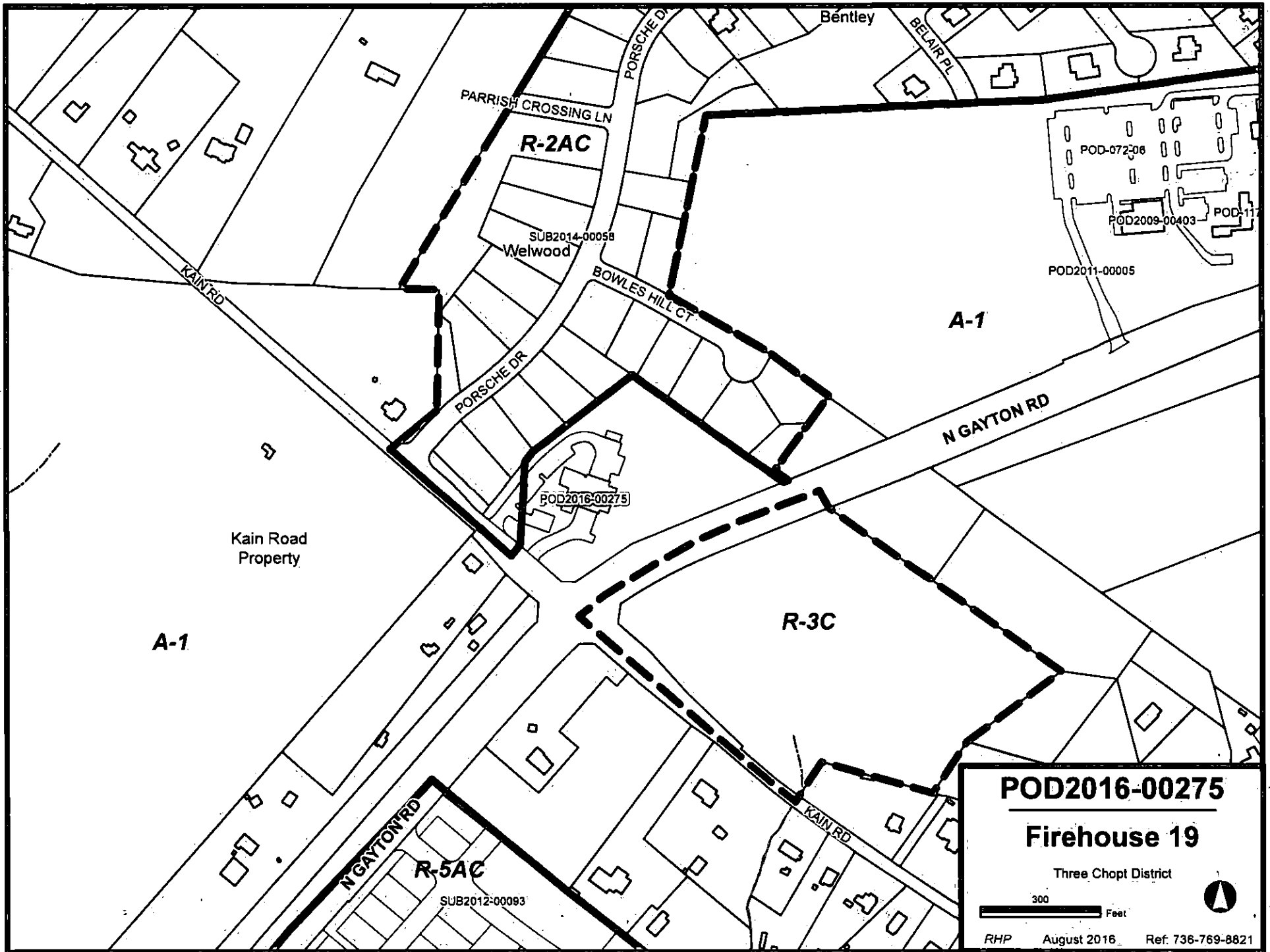
(5) the Clerk shall note this vacation as provided in Va. Code § 15.2-2276.

Comments: The Real Property Department has processed the requested vacation through the Departments of Planning, Public Utilities, and Public Works without objection, and the County Manager concurs

# EXHIBIT A

85-B2-21





**POD2016-00275**

**Firehouse 19**

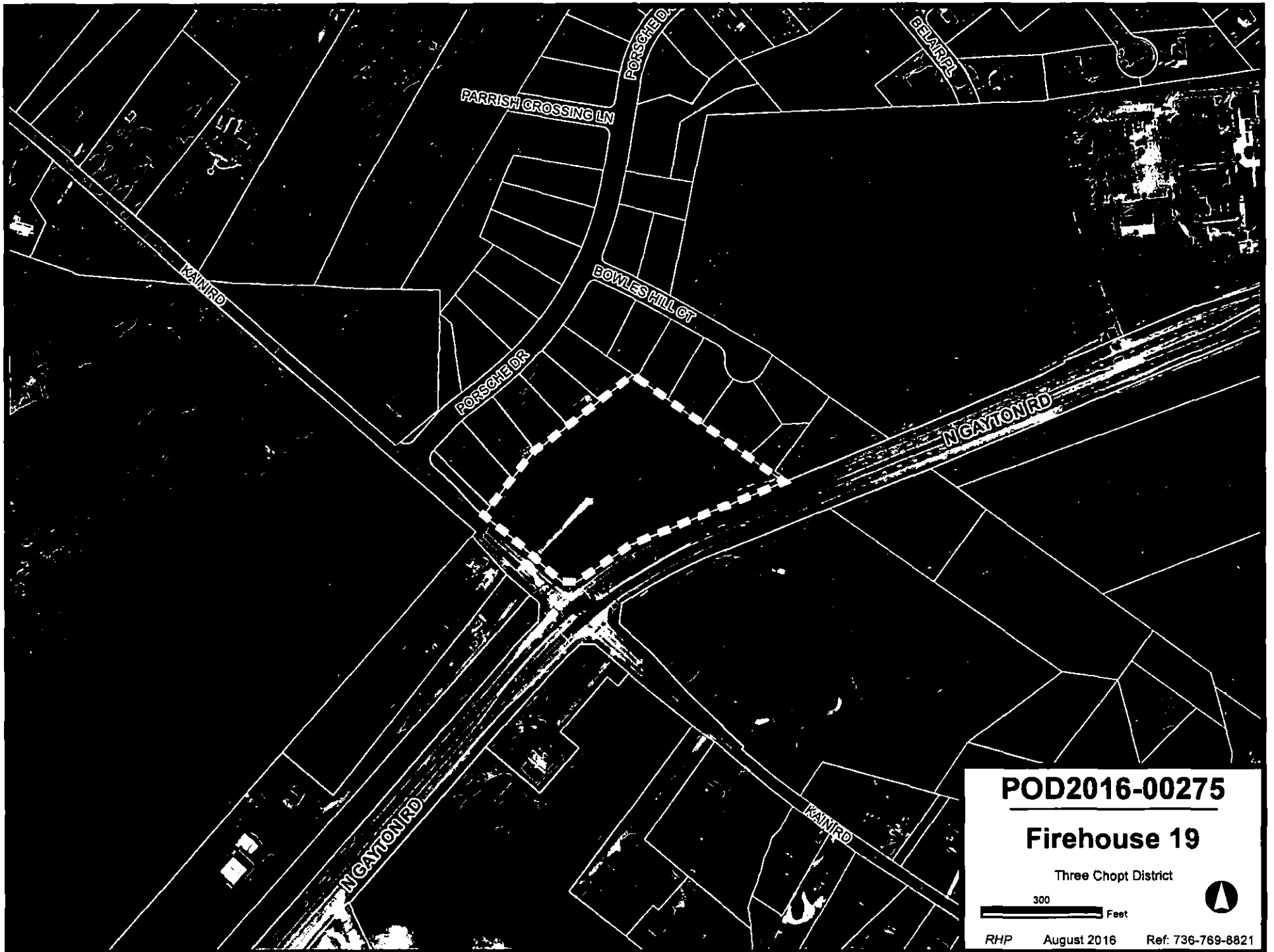
Three Chopt District

300 Feet

RHP

August 2016

Ref: 736-769-8821



**POD2016-00275**

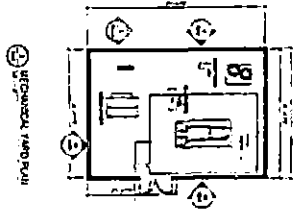
**Firehouse 19**

Three Chopt District

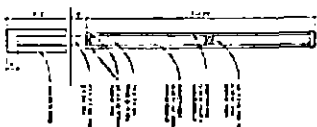
300 Feet



RHP August 2016 Ref: 736-769-8821



WALL SECTION TWO FURNISH

[illegible]

BKV GROUP

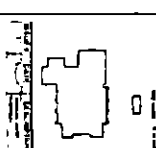
Interior Design  
Landscape Architecture  
Engineering

1034 31st Street N W  
Caret Square Suite 200  
Washington DC 20002  
Telephone 703 583 3111  
Telex 317900 POC  
POE

## CONCLUSIONS

Henrico Firehouse  
18

**REYKJAN**



## CONCLUSION



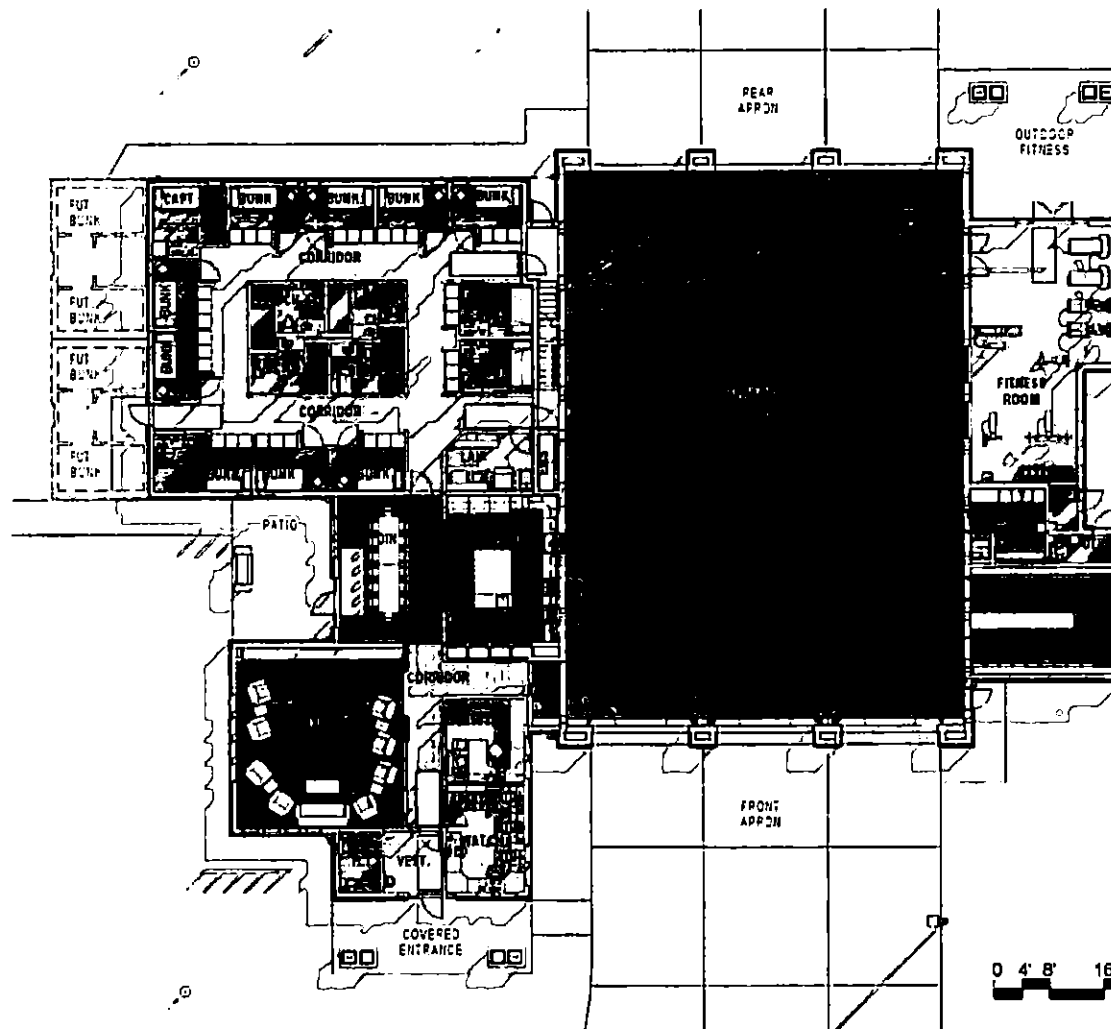
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## SITE PLAN

A010



# FLOOR PLAN



## Department Legend

- ☐ Apparatus
- ☐ Business
- ☐ Circulation
- ☒ Dormitory
- ☒ Living
- ☐ Service
- ☐ Support
- ☐ Toilet & Locker

HENRICO COUNTY FIRE HOUSE 19



**BKV**  
GROUP

# ELEVATIONS



Northeast Building Elevation



Northwest Building Elevation



Southeast Building Elevation



Southwest Building Elevation



Specialty Shop East Elevation



Specialty Shop North Elevation



Specialty Shop South Elevation



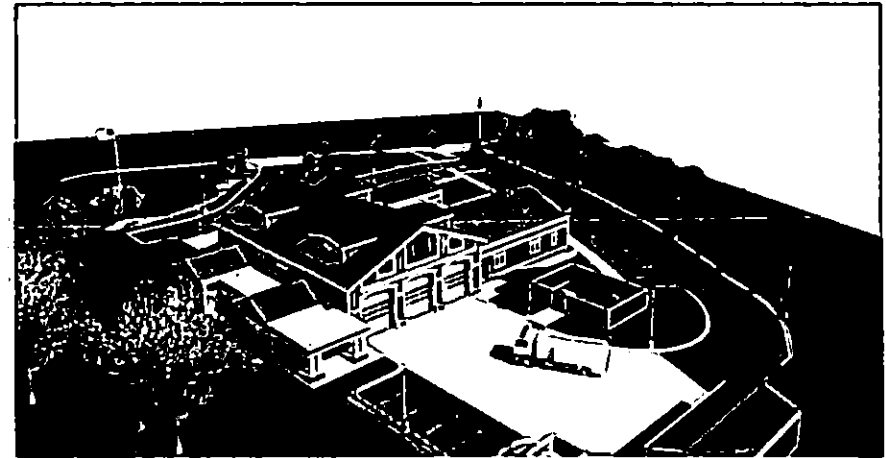
Specialty Shop West Elevation

HENRICO COUNTY FIRE HOUSE 19



BKV  
GROUP

# POD VIEW



HENRICO COUNTY FIRE HOUSE 19



**BKV**  
GROUP  
JUL 11 2016



COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE

Agenda Item No. 186-14

Page No. 1 of 2

Agenda Title: ORDINANCE — Vacation of Drainage and Utility Easement — Beverly Hills Subdivision — Tuckahoe District

For Clerk's Use Only: Date: 8/9/2016 <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to:	<b>BOARD OF SUPERVISORS ACTION</b> Moved by (1) O'Bannon Seconded by (1) Branin (2) _____ (2) _____ REMARKS: <b>APPROVED</b>	<table><thead><tr><th></th><th>YES</th><th>NO</th><th>OTHER</th></tr></thead><tbody><tr><td>Branin, T.</td><td>✓</td><td></td><td></td></tr><tr><td>Glover, R.</td><td>✓</td><td></td><td></td></tr><tr><td>Nelson, T.</td><td>✓</td><td></td><td></td></tr><tr><td>O'Bannon, P.</td><td>✓</td><td></td><td></td></tr><tr><td>Thornton, F.</td><td>✓</td><td></td><td></td></tr></tbody></table>		YES	NO	OTHER	Branin, T.	✓			Glover, R.	✓			Nelson, T.	✓			O'Bannon, P.	✓			Thornton, F.	✓		
		YES	NO	OTHER																						
Branin, T.	✓																									
Glover, R.	✓																									
Nelson, T.	✓																									
O'Bannon, P.	✓																									
Thornton, F.	✓																									

WHEREAS, the owners of Lot 5, Block J, Section E of the Beverly Hills subdivision, Mevludin Selimovic and Refija Selimovic, have requested the County to vacate the drainage and utility easement along their side lot line; and,

WHEREAS, there are no current or planned County facilities in the easement area; and,

WHEREAS, the plat is recorded in the Clerk's Office of the Circuit Court of the County of Henrico, Virginia (the "Clerk's Office") in Plat Book 23, page 151; and,

WHEREAS, this Ordinance was advertised pursuant to Va. Code §15.2-2204 and the Board held a public hearing on August 9, 2016; and,

WHEREAS, it appears to the Board that no owner of any lot shown on the plat will be irreparably damaged by this vacation.

NOW, THEREFORE, BE IT ORDAINED by the Board that:

- 1) the drainage and utility easement outlined in red and labeled "Drainage and Utility Easement To Be Vacated" on Exhibit A is vacated in accordance with Va. Code § 15.2-2272(2);
- 2) this Ordinance shall become effective 30 days after its passage as provided by law;
- 3) the Clerk of the Circuit Court of Henrico County (the "Clerk"), is authorized, upon receipt of payment therefor, to record a certified copy of this Ordinance in the Clerk's Office after the expiration of 30 days from its passage, provided no appeal has been taken to the Circuit Court;

By Agency Head Jim B. [Signature] By County Manager [Signature]

Routing:  
Yellow to: Real Property  
Copy to: \_\_\_\_\_

Certified:  
A Copy Teste: \_\_\_\_\_  
Clerk, Board of Supervisors

Date: \_\_\_\_\_

**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 126-16

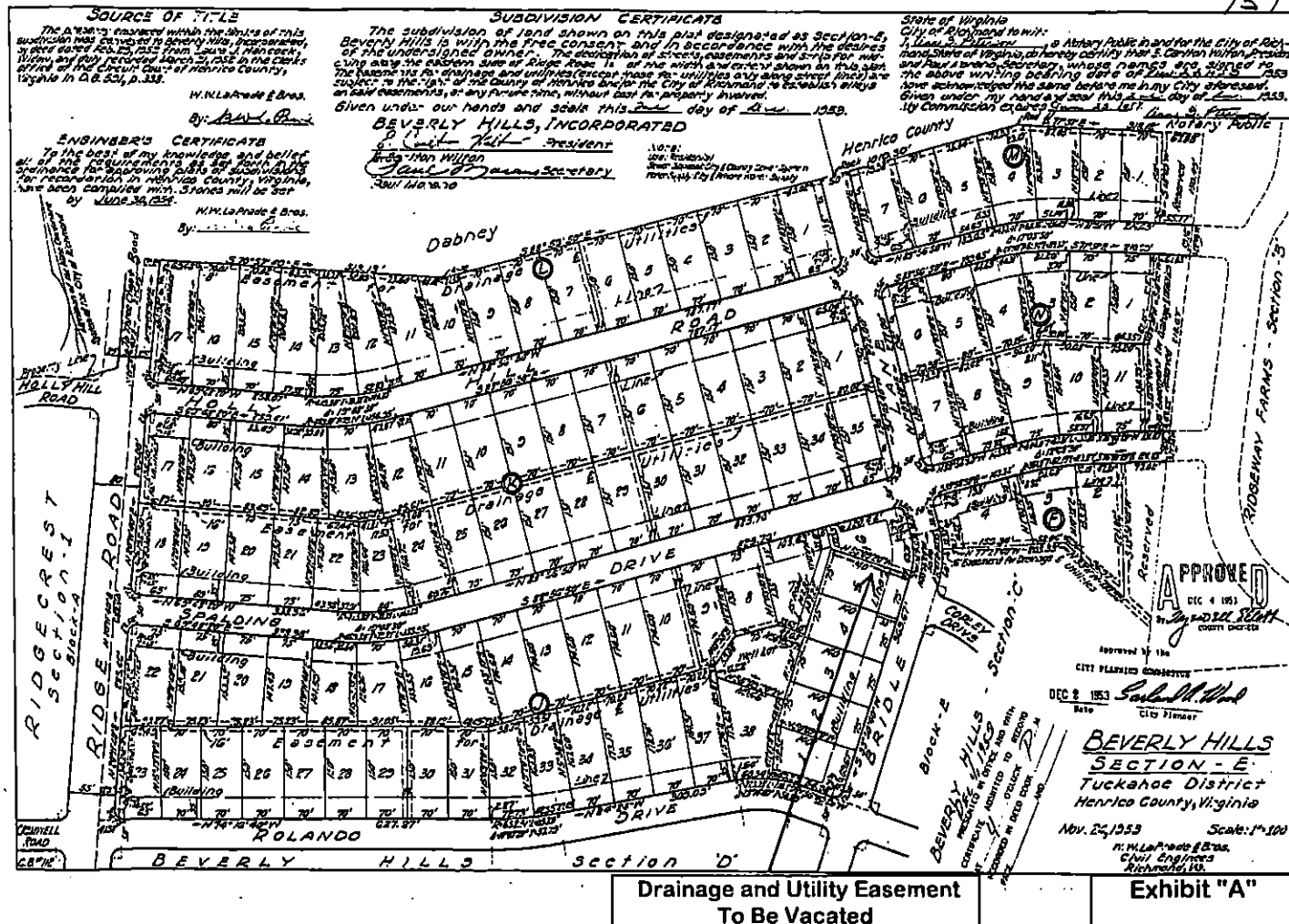
Page No. 2 of 2

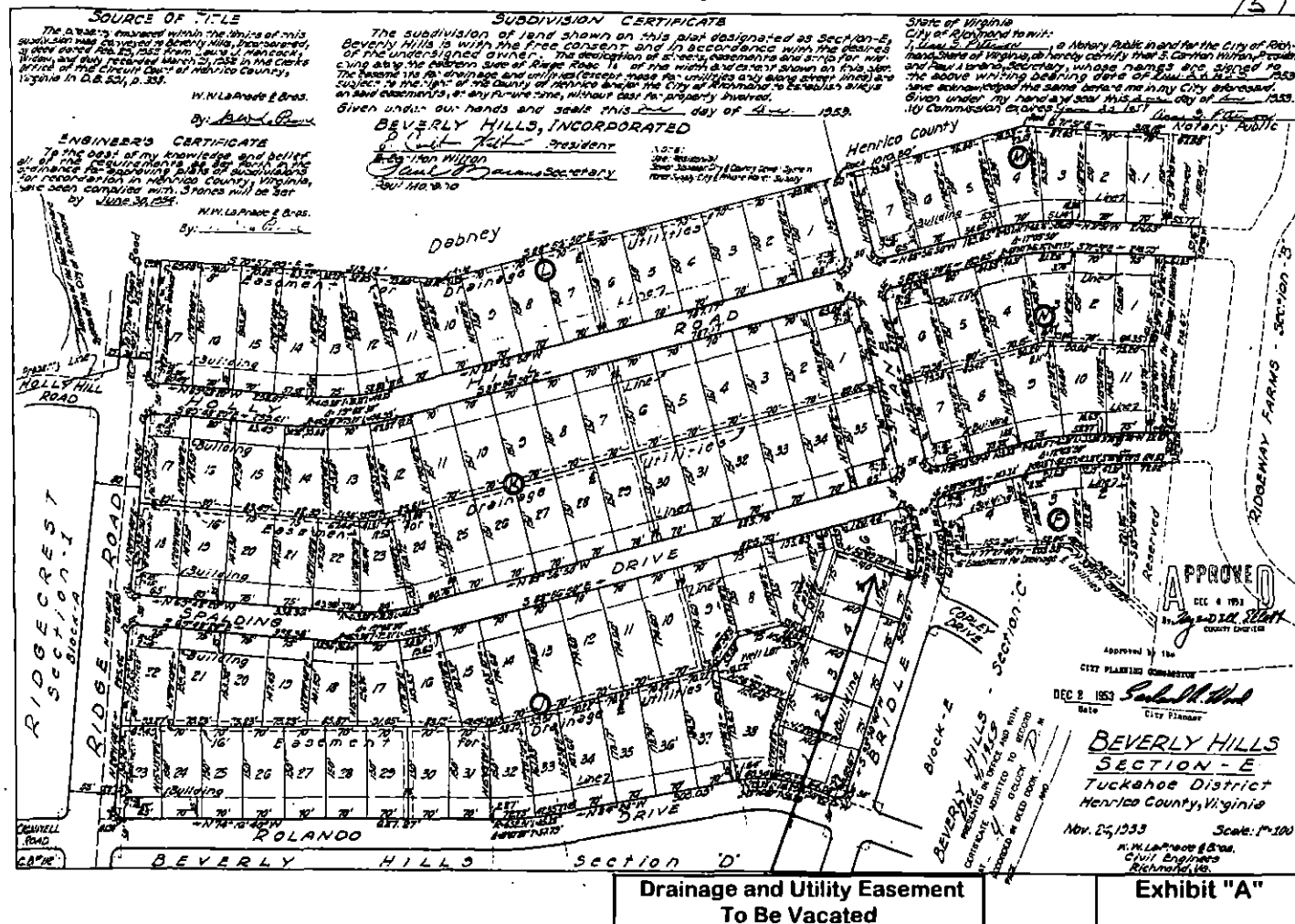
**Agenda Title: ORDINANCE —Vacation of Drainage and Utility Easement — Beverly Hills Subdivision  
—Tuckahoe District**

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- 4) the Clerk is further authorized to index the Ordinance on the grantor and grantee sides of the general index to deeds in the names of MEVLUDIN SELIMOVIC and REFIJA SELIMOVIC, or their successors or assigns; and,
- 5) the Clerk shall note this vacation as provided in Va. Code §15.2-2276.

Comments: The Real Property Department has processed the requested vacation through the Departments of Planning, Public Utilities, and Public Works without objection, and the County Manager concurs.







COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE

Agenda Item No. 187-14

Page No. 1 of 1

Agenda Title: RESOLUTION – Regarding the Approval of Issuance of Bonds by the Economic Development Authority of the City of Newport News, Virginia for the Benefit of Virginia Baptist Homes, Inc.

For Clerk's Use Only:	BOARD OF SUPERVISORS ACTION	YES	NO	OTHER
Date: 8/9/2016	Moved by (1) O'Bannon Seconded by (1) Cline			
<input checked="" type="checkbox"/> Approved	(2) _____ (2) _____			
<input type="checkbox"/> Denied	REMARKS: APPROVED			
<input type="checkbox"/> Amended				
<input type="checkbox"/> Deferred to:				

The Board of Supervisors adopted the attached resolution.

Comments: The Economic Development Authority recommends approval of this Board paper; the County Manager concurs.

By Agency Head [Signature] By County Manager [Signature]

Routing:  
Yellow to: \_\_\_\_\_  
Copy to: \_\_\_\_\_

Certified:  
A Copy Teste: \_\_\_\_\_  
Clerk, Board of Supervisors

Date: \_\_\_\_\_



**[Proposed Form of Board of Supervisors Resolution]**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA REGARDING THE APPROVAL OF ISSUANCE OF BONDS BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA FOR THE BENEFIT OF VIRGINIA BAPTIST HOMES, INC.**

WHEREAS, the Economic Development Authority of the City of Newport News, Virginia (the "Newport News Authority") is empowered by Chapter 726 of the Acts of Assembly of 1972, as amended and the Industrial Development and Revenue Bond Act (collectively, the "Act") to issue its revenue bonds for the purposes of, among other things, financing or refinancing facilities for the residence or care of the aged thereby promoting the safety, health, welfare, convenience, and prosperity of the residents of the Commonwealth of Virginia (the "Commonwealth"); and

WHEREAS, the Newport News Authority received a request from Virginia Baptist Homes, Inc., d/b/a LifeSpire of Virginia (the "Applicant"), the principal business address of which is 1900 Lauderdale Drive, Henrico, Virginia, for the issuance by the Newport News Authority of its revenue bonds in an amount not to exceed \$104,000,000 (the "Bonds") to assist the Applicant and the Applicant's affiliate corporations, Culpeper Baptist Retirement Community, Inc. (the "Culpeper Borrower"), Lakewood Manor Baptist Retirement Community, Inc. (the "Lakewood Borrower") and Newport News Baptist Retirement Community, Inc., d/b/a The Chesapeake (the "Newport News Borrower" and collectively, with the Applicant, the Culpeper Borrower and the Lakewood Borrower, the "Borrowers"), with:

(1) refinancing an existing line of credit, which financed various capital improvements at (A) the Culpeper Borrower's continuing care retirement community campus at 12425 Village Loop, Culpeper, Virginia (the "Culpeper Facility"), including, but not limited to the acquisition, construction and equipping of resident areas, (B) the Lakewood Borrower's continuing care retirement community campus at 1900 Lauderdale Drive, Henrico, Virginia (the "Lakewood Facility"), including, but not limited to the acquisition, construction and equipping of resident areas, a cooling tower and chiller and the acquisition of vehicles to transport residents and (C) the Newport News Borrower's continuing care retirement community campus at 955 Harpersville Road, Newport News, Virginia (the "Newport News Facility"), including but not limited to the acquisition, construction and equipping of resident areas and a new building automation system,

(2) refunding all or a portion of (a) the Economic Development Authority of Henrico County, Virginia's Residential Care Facility Revenue Bonds (Virginia Baptist Homes), Series 2006A, in the original principal amount of \$24,275,000, which financed and refinanced prior obligations of the Borrowers, which prior obligations financed the acquisition, construction and equipping of improvements to the Lakewood Facility and the Newport News Facility and (b) the Peninsula Ports Authority of Virginia Residential Care Facility Revenue Refunding Bonds (Virginia Baptist Homes), Series 2006C in the original principal amount of \$81,545,000, which financed and refinanced prior obligations of the Borrowers, which prior obligations financed the

acquisition, construction and equipping of improvements at the Culpeper Facility, the Lakewood Facility and the Newport News Facility, and

(3) financing capitalized interest on the Bonds, a debt service reserve fund for the Bonds and costs of issuance related to the issuance of the Bonds (collectively, the "Plan of Finance"); and

WHEREAS, the Culpeper Facility, the Lakewood Facility and the Newport News Facility will be used by the Borrowers in furtherance of their mission to provide facilities for the residence or care of the aged; and

WHEREAS, because the Lakewood Facility is located in Henrico County, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and Sections 15.2-4905 and 15.2-4906 of the Act require that the Board of Supervisors of Henrico County (the "Henrico Board") approve the issuance of the Bonds and concur with an inducement resolution adopted by the Newport News Authority on August 5, 2016 (the "Inducement Resolution"); and

WHEREAS, prior to the consideration of the Inducement Resolution, the Newport News Authority held a public hearing on the issuance of the Bonds, following reasonable notice, as required by, and in compliance with, Section 147(f) of the Code and Section 15.2-4906 of the Act; and

WHEREAS, a fiscal impact statement was presented to the Economic Development Authority of Henrico County, Virginia (the "Henrico Authority") and copies of the Borrowers' fiscal impact statement, the Inducement Resolution, the Newport News Authority's Summary of Newport News Public Hearing, which included a reasonably detailed summary of the comments expressed at the Newport News Authority public hearing, will be presented to the City Council of the City of Newport News, Virginia (the "Newport News City Council") on August 9, 2016; and

WHEREAS, the Newport News City Council is expected to approve the issuance of the Bonds by the Newport News Authority in accordance with Section 147(f) of the Code and Section 15.2-4906 of the Act on August 9, 2016; and

WHEREAS, the Henrico Authority held a public hearing on the issuance of the Bonds, following reasonable public notice, as required by, and in compliance with, Section 147(f) of the Code and Section 15.2-4906 of the Act, and adopted a resolution on July 21, 2016 (the "Henrico Authority Resolution") that recommended and requested that the Henrico Board approve the issuance of the Bonds and concur with the Inducement Resolution, effective upon the approval by both the Newport News Authority and the Newport News City Council; and

WHEREAS, a copy of the Inducement Resolution has been filed with the Henrico Board; and

WHEREAS, a copy of the Henrico Authority's Summary of Henrico Authority's Public Hearing, which includes (i) the Henrico Authority Resolution, (ii) a reasonably detailed summary

of the comments expressed at the Henrico Authority's public hearing, and (iii) the Borrowers' fiscal impact statement, has been filed with the Henrico Board.

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

1. The Henrico Board approves the issuance of the Bonds by the Newport News Authority for the benefit of the Borrowers, as required by Section 147(f) of the Code and Section 15.2-4906 of the Act, to permit the Newport News Authority to accomplish the Plan of Finance.

2. The Henrico Board concurs with the Inducement Resolution.

3. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Borrowers or the Plan of Finance.

4. As required by Chapter 726 of the Acts of Assembly of 1972, as amended (the "Enabling Act"), the Bonds shall provide that (except as required under the Enabling Act) none of the Newport News Authority, the City of Newport News, the Henrico Authority and Henrico County shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto except from the revenues and moneys pledged therefor, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia nor any political subdivision thereof, including the Newport News Authority, the City of Newport News, the Henrico Authority, and Henrico County, shall be pledged thereto.

5. The Bonds shall not be issued until all governmental approvals as required by the Act and the Code have been obtained and this Resolution is effective contingent upon the approval by both the Newport News Authority and the Newport News City Council.

6. Subject to paragraph 5, this resolution shall take effect immediately upon its adoption.

Adopted by the Board of Supervisors of Henrico County, Virginia, on August 9, 2016.

---

Clerk,  
Board of Supervisors, Henrico County, Virginia

[SEAL]

July 21, 2016

Board of Supervisors  
Henrico County, Virginia  
4300 E. Parham Road  
Henrico, Virginia 23228

**Economic Development Authority of Henrico County, Virginia  
Approval of Proposed Revenue Bond Financing  
for Virginia Baptist Homes, Inc., d/b/a LifeSpire of Virginia**

Virginia Baptist Homes, Inc., d/b/a LifeSpire of Virginia (the "Applicant"), a nonstock, not-for-profit Virginia corporation, whose address is 1900 Lauderdale Drive, Henrico, Virginia, and its affiliate corporations: Culpeper Baptist Retirement Community, Inc. (the "Culpeper Borrower"), Lakewood Manor Baptist Retirement Community, Inc. (the "Lakewood Borrower") and Newport News Baptist Retirement Community, Inc., d/b/a The Chesapeake (the "Newport News Borrower" and collectively, with the Applicant, the Culpeper Borrower and the Lakewood Borrower, the "Borrowers") requested that the Economic Development Authority of Henrico County, Virginia (the "Authority") approve the issuance by the Economic Development Authority of the City of Newport News, Virginia (the "Issuing Authority") of up to \$104,000,000 of its revenue bonds from time to time and in one or more series (the "Bonds"), to assist the Applicant in:


(1) refinancing an existing line of credit, which financed various capital improvements at (A) the Culpeper Borrower's continuing care retirement community campus at 12425 Village Loop, Culpeper, Virginia (the "Culpeper Facility"), including, but not limited to the acquisition, construction and equipping of resident areas, (B) the Lakewood Borrower's continuing care retirement community campus at 1900 Lauderdale Drive, Henrico, Virginia (the "Lakewood Facility"), including, but not limited to the acquisition, construction and equipping of resident areas, a cooling tower and chiller and the acquisition of vehicles to transport residents and (C) the Newport News Borrower's continuing care retirement community campus at 955 Harpersville Road, Newport News, Virginia (the "Newport News Facility"), including but not limited to the acquisition, construction and equipping of resident areas and a new building automation system,

(2) refunding all or a portion of (a) the Authority's Residential Care Facility Revenue Bonds (Virginia Baptist Homes), Series 2006A, in the original principal amount of \$24,275,000, which financed and refinanced prior obligations of the Borrowers, which prior obligations financed the acquisition, construction and equipping of improvements to the Lakewood Facility and the Newport News Facility and (b) the Peninsula Ports Authority of Virginia Residential Care Facility Revenue Refunding Bonds (Virginia Baptist Homes), Series 2006C in the original principal amount of \$81,545,000, which financed and refinanced prior obligations of the Borrowers, which prior obligations financed the acquisition, construction and equipping of improvements at the Culpeper Facility, the Lakewood Facility and the Newport News Facility, and

(3) to finance capitalized interest on the Bonds, a debt service reserve fund for the Bonds and costs of issuance related to the issuance of the Bonds (collectively, the "Plan of Finance").

As set forth in the approving resolution of the Authority attached hereto, the Authority has conducted a public hearing on the Plan of Finance and has recommended that you approve the Plan of Finance and the issuance of the Bonds by the Issuing Authority as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and Section 15.2-4906 of the Code of Virginia of 1950, as amended (the "Virginia Code").

Attached hereto is (1) a certificate evidencing the conduct of the public hearing and the action taken by the Authority, (2) the Fiscal Impact Statement required pursuant to Section 15.2-4907 of the Virginia Code and (3) the form of resolution suggested by bond counsel to evidence your approval.

  
\_\_\_\_\_  
Assistant Secretary,  
Economic Development Authority of Henrico  
County, Virginia

## CERTIFICATE

The undersigned Assistant Secretary of the Economic Development Authority of Henrico County, Virginia (the "Authority") certifies as follows:

1. A meeting of the Authority was duly called and held on Thursday, July 21, 2016, at 6:30 p.m. in a conference room at the Authority's office at 4300 East Parham Road, Henrico, Virginia 23228, pursuant to proper notice given to each Director of the Authority before such meeting. The meeting was open to the public. The time of the meeting and the place at which the meeting was held provided a reasonable opportunity for persons to appear and present their views.

2. The Chair announced the commencement of a public hearing on the application of Virginia Baptist Homes, Inc., d/b/a LifeSpire of Virginia, a nonstock, not-for profit Virginia corporation organized under the laws of the Commonwealth of Virginia (and its affiliate corporations: Culpeper Baptist Retirement Community, Inc., Lakewood Manor Baptist Retirement Community, Inc. and Newport News Baptist Retirement Community, Inc., d/b/a The Chesapeake), after notice of the hearing was published once a week for two successive weeks in a newspaper having general circulation in Henrico County, Virginia (the "Notice"), with the second publication appearing not less than six days nor more than twenty-one days prior to the hearing date. A copy of the Notice is attached and has been filed with the minutes of the Authority and is attached as Exhibit A.

3. A summary of the statements made at the public hearing is attached as Exhibit B.

4. Attached as Exhibit C is a true, correct and complete copy of an approving resolution (the "Resolution") adopted at such meeting of the Authority by a majority of the Directors present at such meeting. The Resolution constitutes all formal action taken by the Authority at such meeting relating to matters referred to in the Resolution. The Resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on this date.

WITNESS my hand and the seal of the Authority, as of July 21, 2016.



Assistant Secretary, Economic Development  
Authority of Henrico County, Virginia



[SEAL]

Exhibits:

- A - Copy of Certified Notice
- B - Summary of Statements
- C - Approving Resolution

## Richmond Times-Dispatch

Advertising Affidavit

Account Number

6054210

300 E. Franklin Street  
Richmond, Virginia 23219  
(804) 649-6208

Date

July 14, 2016

MCGUIREWOODS LLP  
1750 TYSONS BOULEVARD  
SUITE 1800  
MC LEAN, VA 22102-4215

Date	Category	Description	Ad Size	Total Cost
07/14/2016	Meetings and Events	NOTICE OF PUBLIC HEARING TO BE HELD BY THE ECONC	2 x 69 L	876.80

**NOTICE OF PUBLIC HEARING TO BE HELD BY THE ECONOMIC DEVELOPMENT AUTHORITY OF HENRICO COUNTY, VIRGINIA FOR THE BENEFIT OF VIRGINIA BAPTIST HOMES, INC.**

Notice is hereby given that the Economic Development Authority of Henrico County, Virginia (the "Authority") whose address is 4301 E. Parham Road, Henrico, Virginia 23228, will hold a public hearing on the plan of finance of Virginia Baptist Homes, Inc., a nonstock, not-for-profit Virginia corporation d/b/a LifeSpire of Virginia (the "LifeSpire Borrower"), whose address is 1900 Lauderdale Drive, Henrico, Virginia, and the LifeSpire Borrower's affiliate corporations: Culpeper Baptist Retirement Community, Inc. (the "Culpeper Borrower"), Lakewood Manor Baptist Retirement Community, Inc. (the "Lakewood Borrower") and Newport News Baptist Retirement Community, Inc. d/b/a The Chesapeake (the "Newport News Borrower") and collectively, with the LifeSpire Borrower, the Culpeper Borrower, the Lakewood Borrower and the Newport News Borrower, the "Borrowers"), related to the issuance by the Economic Development Authority of the City of Newport News, Virginia (the "Issuing Authority") of up to \$104,600,000 of revenue bonds (the "Bonds"), in one or more series from time to time. Each of the Culpeper Borrower, the Lakewood Borrower and the Newport News Borrower operates a continuing care retirement community.

The Issuing Authority will loan the proceeds of the Bonds to the Borrowers:

(1) to refinance an existing line of credit, which financed various capital improvements at (A) the Culpeper Borrower's continuing care retirement community campus at 12475 Village Loop, Culpeper, Virginia (the "Culpeper Community"), including, but not limited to the acquisition, construction and equipping of resident areas, (B) the Lakewood Borrower's continuing care retirement community campus at 1900 Lauderdale Drive, Henrico, Virginia (the "Lakewood Community"), including, but not limited to the acquisition, construction and equipping of resident areas, a cooling tower and chiller and the acquisition of vehicles to transport residents and (C) the Newport News Borrower's continuing care retirement community campus at 955 Hargersville Road, Newport News, Virginia (the "Newport News Community"), including but not limited to the acquisition, construction and equipping of resident areas and a new building automation system;

(2) to refund all or a portion of (a) the Authority's Residential Care Facility Revenue Bonds (Virginia Baptist Homes), Series 2006A, in the original principal amount of \$24,275,000, which financed and refinanced prior obligations of the Borrowers, which prior obligations financed the acquisition, construction and equipping of improvements to the Lakewood Community and the Newport News Community and (b) the Peninsula Ports Authority of Virginia Residential Care Facility Revenue Refunding Bonds (Virginia Baptist Homes), Series 2006C in the original principal amount of \$81,545,000, which financed and refinanced prior obligations of the Borrowers, which prior obligations financed the acquisition, construction and equipping of improvements at the Culpeper Community, the Lakewood Community and the Newport News Community; and

(3) to finance capitalized interest on the Bonds, a debt service reserve fund for the Bonds and costs of issuance related to the issuance of the Bonds (collectively, the "Plan of Finance").

The issuance of the Bonds as requested by the Borrowers will not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia, the Authority, the Issuing Authority, Henrico County, Culpeper County or the City of Newport News, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof will be pledged to the payment of such bonds.

The public hearing, which may be continued or adjourned, will be held at 6:30 p.m. on July 21, 2016, before the Authority in the conference room at the Authority's office at 4301 East Parham Road, Henrico, Virginia 23228. Any person interested in the issuance of the Bonds or the location or nature of the proposed project may appear at the hearing and present his or her views. Information regarding the Borrowers' application is on file and is open for inspection at the Authority's office at 4301 East Parham Road, Henrico, Virginia 23228, during business hours.

Economic Development Authority  
of Henrico County, Virginia

**Publisher of the  
Richmond Times-Dispatch**

This is to certify that the attached NOTICE OF PUBLIC HEARING was published by the Richmond Times-Dispatch, Inc. in the City of Richmond, State of Virginia, on the following dates:

07/07, 07/14/2016

The First insertion being given ... 07/07/2016

Newspaper reference: 0000348771

Sworn to and subscribed before me this

July 14 2016  
Kimberly B Harris Janet Williams  
Notary Public Supervisor

KIMBERLY B HARRIS  
NOTARY PUBLIC  
Commonwealth of Virginia  
356753

My Commission Expires Jan 31, 2017

State of Virginia  
City of Richmond  
My Commission expires \_\_\_\_\_

THIS IS NOT A BILL. PLEASE PAY FROM INVOICE. THANK YOU

## **EXHIBIT B**

### **Summary of Statements**

Representatives on behalf of Virginia Baptist Homes, Inc., d/b/a LifeSpire of Virginia, Culpeper Baptist Retirement Community, Inc., Lakewood Manor Baptist Retirement Community, Inc., Newport News Baptist Retirement Community, Inc., d/b/a The Chesapeake and McGuireWoods LLP, bond counsel, appeared before the Authority to explain the proposed revenue bond issue. No one appeared in opposition to the proposed revenue bond issue.

**[To be updated, if needed after the public hearing]**



## EXHIBIT C

### **RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY OF HENRICO COUNTY, VIRGINIA REGARDING THE ISSUANCE OF TAX-EXEMPT REVENUE BONDS BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA FOR VIRGINIA BAPTIST HOMES, INC.**

WHEREAS, the Economic Development Authority of the City of Newport News, Virginia (the "Newport News Authority") is empowered by Chapter 726 of the Acts of Assembly of 1972, as amended and the Industrial Development and Revenue Bond Act (collectively, the "Act") to issue its revenue bonds for the purposes of, among other things, financing or refinancing facilities for the residence or care of the aged thereby promoting the safety, health, welfare, convenience, and prosperity of the residents of the Commonwealth of Virginia (the "Commonwealth"); and

WHEREAS, the Newport News Authority has received a request from Virginia Baptist Homes, Inc., d/b/a LifeSpire of Virginia (the "Applicant"), the principal business address of which is 1900 Lauderdale Drive, Henrico, Virginia, for the issuance by the Newport News Authority of its revenue bonds in an amount not to exceed \$104,000,000 (the "Bonds") to assist the Applicant and the Applicant's affiliate corporations, Culpeper Baptist Retirement Community, Inc. (the "Culpeper Borrower"), Lakewood Manor Baptist Retirement Community, Inc. (the "Lakewood Borrower") and Newport News Baptist Retirement Community, Inc., d/b/a The Chesapeake (the "Newport News Borrower" and collectively, with the Applicant, the Culpeper Borrower and the Lakewood Borrower, the "Borrowers"), with:

(1) refinancing an existing line of credit, which financed various capital improvements at (A) the Culpeper Borrower's continuing care retirement community campus at 12425 Village Loop, Culpeper, Virginia (the "Culpeper Facility"), including, but not limited to the acquisition, construction and equipping of resident areas, (B) the Lakewood Borrower's continuing care retirement community campus at 1900 Lauderdale Drive, Henrico, Virginia (the "Lakewood Facility"), including, but not limited to the acquisition, construction and equipping of resident areas, a cooling tower and chiller and the acquisition of vehicles to transport residents and (C) the Newport News Borrower's continuing care retirement community campus at 955 Harpersville Road, Newport News, Virginia (the "Newport News Facility"), including but not limited to the acquisition, construction and equipping of resident areas and a new building automation system,

(2) refunding all or a portion of (a) the Economic Development Authority of Henrico County, Virginia's Residential Care Facility Revenue Bonds (Virginia Baptist Homes), Series 2006A, in the original principal amount of \$24,275,000, which financed and refinanced prior obligations of the Borrowers, which prior obligations financed the acquisition, construction and equipping of improvements to the Lakewood Facility and the Newport News Facility and (b) the Peninsula Ports Authority of Virginia Residential Care Facility Revenue Refunding Bonds (Virginia Baptist Homes), Series 2006C in the original principal amount of \$81,545,000, which financed and refinanced prior obligations of the Borrowers, which prior obligations financed the acquisition, construction and equipping of improvements at the Culpeper Facility, the Lakewood Facility and the Newport News Facility, and

(3) financing capitalized interest on the Bonds, a debt service reserve fund for the Bonds and costs of issuance related to the issuance of the Bonds (collectively, the "Plan of Finance"); and

WHEREAS, the Culpeper Facility, the Lakewood Facility and the Newport News Facility will be used by the Borrowers in furtherance of their mission to provide facilities for the residence or care of the aged; and

WHEREAS, the Plan of Finance has been described to the Economic Development Authority of Henrico County, Virginia (the "Henrico Authority") by representatives of the Borrowers and bond counsel to the Borrowers; and

WHEREAS, after review and consideration of such proposal, the Henrico Authority has determined that the issuance of the Bonds by the Newport News Authority to accomplish the Plan of Finance, will further the purposes of the Act, thereby benefiting the inhabitants of Henrico County and the Commonwealth; and

WHEREAS, because the Lakewood Facility is located in Henrico County, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and Sections 15.2-4905 and 15.2-4906 of the Act require that the Board of Supervisors of Henrico County (the "Henrico Board") approve the issuance of the Bonds and concur with the inducement resolution expected to be adopted by the Newport News Authority on August 5, 2016 (the "Inducement Resolution"); and

WHEREAS, prior to the consideration of the Inducement Resolution, the Newport News Authority will hold a public hearing on the issuance of the Bonds, following reasonable notice, as required by, and in compliance with, Section 147(f) of the Code and Section 15.2-4906 of the Act; and

WHEREAS, a fiscal impact statement has been presented to the Henrico Authority and copies of the Borrowers' fiscal impact statement, the Inducement Resolution, the Newport News Authority's Summary of Newport News Public Hearing, which will include a reasonably detailed summary of the comments expressed at the Newport News Authority public hearing, will be presented to the City Council of the City of Newport News, Virginia (the "Newport News City Council") on August 9, 2016; and

WHEREAS, the Newport News City Council is expected to approve the issuance of the Bonds by the Newport News Authority in accordance with Section 147(f) of the Code and Section 15.2-4906 of the Act on August 9, 2016; and

WHEREAS, immediately prior to the consideration of this resolution, the Henrico Authority held a public hearing on the issuance of the Bonds, following reasonable public notice, as required by, and in compliance with, Section 147(f) of the Code and Section 15.2-4906 of the Act; and

WHEREAS, the Henrico Authority desires to recommend to the Henrico Board that the Henrico Board approve the issuance of the Bonds and concur with the Inducement Resolution,

effective upon the approval by both the Newport News Authority and the Newport News City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE ECONOMIC DEVELOPMENT AUTHORITY OF HENRICO COUNTY, VIRGINIA:

1. It is hereby found and determined that accomplishing the Plan of Finance, will promote the safety, health, welfare, convenience, and prosperity of the inhabitants of the Commonwealth by enhancing the ability of the Borrowers to provide its services to the inhabitants of the Commonwealth and Henrico County.

2. As a further inducement to the Borrowers to acquire, construct, equip, and develop the Lakewood Facility, the Henrico Authority concurs that the Newport News Authority may assist the Borrowers in every reasonable way to accomplish the Plan of Finance and to undertake the issuance of the Bonds upon terms and conditions mutually agreeable to the Newport News Authority and the Borrowers.

3. All fees, costs, and expenses in connection with accomplishing the Plan of Finance, including the fees and expenses of the Henrico Authority and Henrico Authority counsel, shall be paid from the proceeds of the Bonds or from moneys provided by the Borrowers. If for any reason the Bonds are not issued, it is understood that all such expenses shall be paid by the Borrowers and that the Henrico Authority shall have no responsibility therefor.

4. The Henrico Authority hereby recommends and requests that the Henrico Board, within 60 days hereof, approve the issuance of the Bonds and concur with the Inducement Resolution, effective upon the approval by both the Newport News Authority and the Newport News City Council. The Henrico Authority hereby directs the Assistant Secretary of the Henrico Authority to submit to the Henrico Board copies of this resolution, the Borrowers' fiscal impact statement, and a summary of the comments made at the public hearing held by the Henrico Authority.

5. The Borrowers having requested the appointment of McGuireWoods LLP, as Bond Counsel in connection with the issuance of the Bonds, the Henrico Authority hereby consents to the appointment of McGuireWoods LLP, by the Newport News Authority as Bond Counsel to supervise the proceedings and approve the issuance of the Bonds.

6. It is understood that the financing documents shall provide that the Borrowers shall indemnify and save harmless the Henrico Authority, its officers, directors, employees, attorneys, and agents from and against all liabilities, obligations, claims, damages, penalties, fines, losses, costs, and expenses in any way connected with the adoption of this resolution and the issuance and sale of the Bonds.

7. The Bonds shall not be issued until all governmental approvals as required by the Act and the Code have been obtained and this resolution is effective contingent upon the approval by both the Newport News Authority and the Newport News City Council.


8. All other acts of the officers of the Authority which are in conformity with the purposes and intent of this resolution and in furtherance of the issuance and sale of the Bonds are hereby ratified, approved, and confirmed.

9. Subject to paragraph 7, this resolution shall take effect immediately upon its adoption and shall expire one year from the date of its adoption unless some or all of the Bonds are issued within such time.

CERTIFICATE

I, the undersigned Assistant Secretary of the Economic Development Authority of Henrico County, Virginia, hereby certify that the foregoing is a true, correct and complete copy of a Resolution duly adopted by a majority of the directors of the Economic Development Authority of Henrico County, Virginia at a regular meeting, held on July 21, 2016, and that such Resolution has not been repealed, revoked, rescinded or amended, but is in full force and effect on the date hereof.

WITNESS my hand and the seal of the Economic Development Authority of Henrico County, Virginia, as of July 21, 2016.

  
\_\_\_\_\_  
Assistant Secretary  
Economic Development Authority of the  
County of Henrico, Virginia

SEAL

**FISCAL IMPACT STATEMENT  
FOR PROPOSED BOND FINANCING**

Date: July 21, 2016

To the Board of Supervisors of Henrico County, Virginia  
Henrico, Virginia

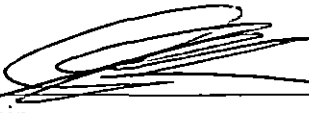
**Applicant:** Virginia Baptist Homes, Inc., d/b/a LifeSpire of Virginia (the "Applicant")

**Facility/** The refinancing of certain existing debt of the Applicant and its affiliate  
**Plan of** corporations.\*

**Finance:**

- |  |                         |
|--|-------------------------|
| 1. Maximum amount of financing sought  | \$0                     |
| 2. Estimated taxable value of the facility's real property to be constructed in the locality.                          | N/A<br>(refunding)      |
| 3. Estimated real property tax per year using present tax rates.   | \$0                     |
| 4. Estimated personal property tax per year using present tax rates.   | \$200                   |
| 5. Estimated merchants' capital tax per year using present tax rates.  | N/A                     |
| 6. (a) Estimated dollar value per year of goods that will be purchased from Virginia companies within the locality     | \$1,000,000             |
| (b) Estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality    | \$1,300,000             |
| (c) Estimated dollar value per year of services that will be purchased from Virginia companies within the locality     | \$4,500,000             |
| (d) Estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality | \$1,500,000             |
| 7. Estimated number of regular employees on year round basis.  | 325 (inc. part<br>time) |
| 8. Average annual salary per employee.   | \$29,850                |

\* Amounts shown are based on the Applicant's purchases for the Lakewood continuing care retirement community generally because the proceeds of the proposed bonds include the refunding of certain of the Applicant's existing debt, a small portion of which was used to finance and refinance various components of the Lakewood facility.

  
\_\_\_\_\_  
Chair  
Economic Development Authority of Henrico  
County, Virginia

**[Proposed Form of Board of Supervisors Resolution]**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA REGARDING THE APPROVAL OF ISSUANCE OF BONDS BY THE ECONOMIC DEVELOPMENT AUTHORITY OF THE CITY OF NEWPORT NEWS, VIRGINIA FOR THE BENEFIT OF VIRGINIA BAPTIST HOMES, INC.**

WHEREAS, the Economic Development Authority of the City of Newport News, Virginia (the "Newport News Authority") is empowered by Chapter 726 of the Acts of Assembly of 1972, as amended and the Industrial Development and Revenue Bond Act (collectively, the "Act") to issue its revenue bonds for the purposes of, among other things, financing or refinancing facilities for the residence or care of the aged thereby promoting the safety, health, welfare, convenience, and prosperity of the residents of the Commonwealth of Virginia (the "Commonwealth"); and

WHEREAS, the Newport News Authority received a request from Virginia Baptist Homes, Inc., d/b/a LifeSpire of Virginia (the "Applicant"), the principal business address of which is 1900 Lauderdale Drive, Henrico, Virginia, for the issuance by the Newport News Authority of its revenue bonds in an amount not to exceed \$104,000,000 (the "Bonds") to assist the Applicant and the Applicant's affiliate corporations, Culpeper Baptist Retirement Community, Inc. (the "Culpeper Borrower"), Lakewood Manor Baptist Retirement Community, Inc. (the "Lakewood Borrower") and Newport News Baptist Retirement Community, Inc., d/b/a The Chesapeake (the "Newport News Borrower" and collectively, with the Applicant, the Culpeper Borrower and the Lakewood Borrower, the "Borrowers"), with:

(1) refinancing an existing line of credit, which financed various capital improvements at (A) the Culpeper Borrower's continuing care retirement community campus at 12425 Village Loop, Culpeper, Virginia (the "Culpeper Facility"), including, but not limited to the acquisition, construction and equipping of resident areas, (B) the Lakewood Borrower's continuing care retirement community campus at 1900 Lauderdale Drive, Henrico, Virginia (the "Lakewood Facility"), including, but not limited to the acquisition, construction and equipping of resident areas, a cooling tower and chiller and the acquisition of vehicles to transport residents and (C) the Newport News Borrower's continuing care retirement community campus at 955 Harpersville Road, Newport News, Virginia (the "Newport News Facility"), including but not limited to the acquisition, construction and equipping of resident areas and a new building automation system,

(2) refunding all or a portion of (a) the Economic Development Authority of Henrico County, Virginia's Residential Care Facility Revenue Bonds (Virginia Baptist Homes), Series 2006A, in the original principal amount of \$24,275,000, which financed and refinanced prior obligations of the Borrowers, which prior obligations financed the acquisition, construction and equipping of improvements to the Lakewood Facility and the Newport News Facility and (b) the Peninsula Ports Authority of Virginia Residential Care Facility Revenue Refunding Bonds (Virginia Baptist Homes), Series 2006C in the original principal amount of \$81,545,000, which financed and refinanced prior obligations of the Borrowers, which prior obligations financed the

acquisition, construction and equipping of improvements at the Culpeper Facility, the Lakewood Facility and the Newport News Facility, and

(3) financing capitalized interest on the Bonds, a debt service reserve fund for the Bonds and costs of issuance related to the issuance of the Bonds (collectively, the "Plan of Finance"); and

WHEREAS, the Culpeper Facility, the Lakewood Facility and the Newport News Facility will be used by the Borrowers in furtherance of their mission to provide facilities for the residence or care of the aged; and

WHEREAS, because the Lakewood Facility is located in Henrico County, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code") and Sections 15.2-4905 and 15.2-4906 of the Act require that the Board of Supervisors of Henrico County (the "Henrico Board") approve the issuance of the Bonds and concur with an inducement resolution adopted by the Newport News Authority on August 5, 2016 (the "Inducement Resolution"); and

WHEREAS, prior to the consideration of the Inducement Resolution, the Newport News Authority held a public hearing on the issuance of the Bonds, following reasonable notice, as required by, and in compliance with, Section 147(f) of the Code and Section 15.2-4906 of the Act; and

WHEREAS, a fiscal impact statement was presented to the Economic Development Authority of Henrico County, Virginia (the "Henrico Authority") and copies of the Borrowers' fiscal impact statement, the Inducement Resolution, the Newport News Authority's Summary of Newport News Public Hearing, which included a reasonably detailed summary of the comments expressed at the Newport News Authority public hearing, will be presented to the City Council of the City of Newport News, Virginia (the "Newport News City Council") on August 9, 2016; and

WHEREAS, the Newport News City Council is expected to approve the issuance of the Bonds by the Newport News Authority in accordance with Section 147(f) of the Code and Section 15.2-4906 of the Act on August 9, 2016; and

WHEREAS, the Henrico Authority held a public hearing on the issuance of the Bonds, following reasonable public notice, as required by, and in compliance with, Section 147(f) of the Code and Section 15.2-4906 of the Act, and adopted a resolution on July 21, 2016 (the "Henrico Authority Resolution") that recommended and requested that the Henrico Board approve the issuance of the Bonds and concur with the Inducement Resolution, effective upon the approval by both the Newport News Authority and the Newport News City Council; and

WHEREAS, a copy of the Inducement Resolution has been filed with the Henrico Board; and

WHEREAS, a copy of the Henrico Authority's Summary of Henrico Authority's Public Hearing, which includes (i) the Henrico Authority Resolution, (ii) a reasonably detailed summary

of the comments expressed at the Henrico Authority's public hearing, and (iii) the Borrowers' fiscal impact statement, has been filed with the Henrico Board.

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

1. The Henrico Board approves the issuance of the Bonds by the Newport News Authority for the benefit of the Borrowers, as required by Section 147(f) of the Code and Section 15.2-4906 of the Act, to permit the Newport News Authority to accomplish the Plan of Finance.

2. The Henrico Board concurs with the Inducement Resolution.

3. The approval of the issuance of the Bonds does not constitute an endorsement to a prospective purchaser of the Bonds of the creditworthiness of the Borrowers or the Plan of Finance.

4. As required by Chapter 726 of the Acts of Assembly of 1972, as amended (the "Enabling Act"), the Bonds shall provide that (except as required under the Enabling Act) none of the Newport News Authority, the City of Newport News, the Henrico Authority and Henrico County shall be obligated to pay the Bonds or the interest thereon or other costs incident thereto except from the revenues and moneys pledged therefor, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia nor any political subdivision thereof, including the Newport News Authority, the City of Newport News, the Henrico Authority, and Henrico County, shall be pledged thereto.

5. The Bonds shall not be issued until all governmental approvals as required by the Act and the Code have been obtained and this Resolution is effective contingent upon the approval by both the Newport News Authority and the Newport News City Council.

6. Subject to paragraph 5, this resolution shall take effect immediately upon its adoption.

Adopted by the Board of Supervisors of Henrico County, Virginia, on August 9, 2016.

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Clerk,  
Board of Supervisors, Henrico County, Virginia

[SEAL]







COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE

Agenda Item No. 188-16  
Page No. 1 of 2

Agenda Title: RESOLUTION — Award of Construction Contract — East End Depot Facilities —  
Varina District

For Clerk's Use Only:

Date: 8/9/2016

- ☒ Approved  
☐ Denied  
☐ Amended  
☐ Deferred to:

BOARD OF SUPERVISORS ACTION

Moved by (1) Glover Seconded by (1) O'Bannon  
(2) \_\_\_\_\_ (2) \_\_\_\_\_

REMARKS:

APPROVED

YES NO OTHER

Branin, T. ☒ ☐ ☐  
Glover, R. ☒ ☐ ☐  
Nelson, T. ☒ ☐ ☐  
O'Bannon, P. ☒ ☐ ☐  
Thornton, F. ☒ ☐ ☐

WHEREAS, the County received three bids on July 26, 2016 in response to Invitation to Bid No. 16-1212-6JK and Addendum No. 1 for the DPW East End Depot Spreader Rack Replacement project in the Varina District with the following results:

Bidder	Total Bid Amount
Brooks & Co. General Contractors, Inc.	\$1,506,200
Century Construction Company, Inc.	\$1,570,650
Kenbridge Construction Company, Inc.	\$1,670,000

WHEREAS, after review and evaluation of all bids received, it was determined that Brooks & Co. General Contractors, Inc. is the lowest responsive and responsible bidder with a bid of \$1,506,200.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors:

1. A contract to furnish all labor, materials, supplies, equipment, and services necessary for the DPW East End Depot Spreader Rack Replacement project is hereby awarded to Brooks & Co. General Contractors, Inc., the lowest responsive and responsible bidder, in the amount of \$1,506,200 pursuant to Invitation to Bid No. 16-1212-6JK, Addendum No. 1, and the bid submitted by Brooks & Co. General Contractors, Inc.

By Agency Head

By County Manager

Routing:  
Yellow to: \_\_\_\_\_

Certified:  
A Copy Tests: \_\_\_\_\_

Clerk, Board of Supervisors

Copy to: \_\_\_\_\_

Date: \_\_\_\_\_

**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 188-16  
Page no. 2 of 2

**Agenda Title: RESOLUTION — Award of Construction Contract — East End Depot Facilities —  
Varina District**

---

2. The County Manager is authorized to execute the contract in a form approved by the County Attorney.
3. The County Manager, or the Purchasing Director as his designee, is authorized to execute all change orders within the scope of the budget not to exceed 15% of the original contract amount.

Comment: Funding is available in the Department of Public Works budget. The Director of General Services, the Director of Public Works, and the Purchasing Director recommend approval of this Board paper, and the County Manager concurs.



COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE

Agenda Item No. 189-14  
Page No. 1 of 2

Agenda Title: RESOLUTION — Signatory Authority — Henrico Juvenile Detention  
Home Medical Services Contract

For Clerk's Use Only:

Date: 8/9/2016

- ☒ Approved  
☐ Denied  
☐ Amended  
☐ Deferred to:

BOARD OF SUPERVISORS ACTION

Moved by (1) O'Bannon Seconded by (1) Branin  
(2) (2)

REMARKS:

APPROVED

	YES	NO	OTI
Branin, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Glover, R.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nelson, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
O'Bannon, P.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thornton, F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**WHEREAS**, the Henrico Juvenile Detention Home, in order to comply with state standards and to provide proper medical care for detainees, must provide medical services through a licensed physician; and,

**WHEREAS**, the Department of Pediatrics, Virginia Commonwealth University Health System Authority has agreed to provide these services as well as coordination of hospital and medical services at the VCU Health System; and,

**WHEREAS**, a physician provided by MCV Associated Physicians will visit the Detention Home weekly and at unscheduled times when requested by the Superintendent or an Assistant Superintendent, and will be on call for consultation on a 24 hour per day, seven-day per week basis; and,

**WHEREAS**, under the contract base compensation in year one is \$15,360 and will increase by \$420 each year thereafter during the five year term of the contract, for a total base compensation of \$81,000; and,

**WHEREAS**, in addition, unscheduled visits to the Detention Home will cost the County \$100 per hour.

By Agency Head

By County Manager

Routing:

Yellow to: \_\_\_\_\_

Copy to: \_\_\_\_\_

Certified:

A Copy Teste: \_\_\_\_\_  
Clerk, Board of Supervisors

Date: \_\_\_\_\_

**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 189-16

Page No. 2 of 2

**Agenda Title: RESOLUTION — Signatory Authority — Henrico Juvenile Detention Home  
Medical Services Contract**

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**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of Henrico County authorizes the County Manager to execute a contract with MCV Associated Physicians on behalf of its Department of Pediatrics to provide medical services at the Juvenile Detention Home beginning July 1, 2016, and terminating June 30, 2021.

**COMMENTS:** The Superintendent of the Juvenile Detention Home recommends approval of this Board paper, and the County Manager concurs. Funds for year one of the contract are available in 2016-17 budget.

## **PHYSICIAN SERVICES AND MEDICAL DIRECTOR AGREEMENT**

THIS PHYSICIAN SERVICES AND MEDICAL DIRECTOR AGREEMENT ("Agreement") is entered into this 1st day of July 2016 by and between MCV ASSOCIATED PHYSICIANS ON BEHALF OF ITS DEPARTMENT OF PEDIATRICS ("PROVIDER") and COUNTY OF HENRICO ON BEHALF OF THE HENRICO COUNTY JUVENILE DETENTION HOME ("CONTRACTOR").

### **WITNESSETH:**

WHEREAS, CONTRACTOR provides or arranges for health care professionals to offer services to and for the benefit of the community that it serves; and

WHEREAS, PROVIDER employs pediatricians (individually "Physician" and collectively "Physicians") who are qualified and licensed to practice medicine in the Commonwealth of Virginia; and

WHEREAS, CONTRACTOR requires the services of qualified physicians to provide certain physician services to the patients it serves; and

WHEREAS, CONTRACTOR requires medical director services; and

WHEREAS, CONTRACTOR desires to secure said services from PROVIDER for the purpose of meeting those certain patient care needs; and

WHEREAS, PROVIDER desires to render such services for CONTRACTOR.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **SCOPE OF SERVICES.** PROVIDER shall provide the professional services listed on Schedule "A" (the "Services").

2. **OBLIGATIONS OF PROVIDER.**

2.1 PROVIDER shall provide Physicians who shall at all times while performing the Services for PROVIDER hereunder:

2.1.1 Be licensed to practice medicine in the Commonwealth of Virginia;

2.1.2 Hold a valid Controlled Substance Registration Certificate, which contains Physician's Drug Enforcement Administration's Registration Number;

2.1.3 Shall not be, and at no time during the conduct of Physician's practice of medicine been, a "*sanctioned individual*" as defined in Section 1128(b)(8) of the Social Security Act (42 U.S.C. Section 1320a-7(b)(8)), regarding individuals penalized for Medicare or Medicaid fraud or abuse;

2.1.4 Be a member of the medical staff of CONTRACTOR with all of the privileges and subject to all the responsibilities of its medical staff;

2.1.5 Be Board Certified or Board Eligible;

- 2.1.6 Provide such Services in accordance with: (i) similar services provided in other facilities and standards in the surrounding medical community; (ii) the Bylaws of the Medical Staff; (iii) CONTRACTOR's written policies and procedures; (iv) CONTRACTOR's accreditation standards including in part The Joint Commission and the requirements of the Virginia Department of Health and Department of Virginia Medical Services; and (v) local, state and federal laws and regulations; and
- 2.1.7 Be responsible for the preparation of written medical records as may be required by CONTRACTOR, their Medical Staff Bylaws, and local, state and federal authorities. The medical records created under this Agreement shall remain the property of CONTRACTOR. However, CONTRACTOR shall provide PROVIDER and its Physicians (and their representatives and agents), with copies or access to such records for billing, compliance, treatment, risk management and litigation purposes.
- 2.2 Presently, the parties have agreed to have the following Physicians provide the Services hereunder: Richard Brookman, M.D.
- 2.3 PROVIDER will secure and maintain workers' compensation, general liability, and professional liability insurance (with appropriate tail coverage if a claims-made policy) for each Physician which it insures against any claims or losses arising out of the performance of professional medical services hereunder. PROVIDER anticipates that the limits of such coverage per incident for professional liability insurance will be the amount of the applicable limitation on liability in medical malpractice actions in Virginia that is in effect at the time of the incident (*see* Virginia Code Section 8.01-581.15, as amended), with an annual aggregate of three times this amount. Upon execution of this Agreement, PROVIDER shall supply certificates of insurance evidencing such coverage. Upon the receipt of any notice of cancellation, termination, or material change in coverage of such policy, PROVIDER shall promptly notify CONTRACTOR in writing of such cancellation, termination, or change.

3. **OBLIGATIONS OF CONTRACTOR.** CONTRACTOR shall:

- 3.1 Make arrangements for the availability of office space, parking, telephone, pagers, secretarial support, and modern equipment and supplies, keep and maintain such equipment in good working order and repair, and arrange for the provision of utilities, housekeeping, and other services as may be required for the proper operation and conduct of the services provided by PROVIDER hereunder.
- 3.2 Provide all non-physician personnel required for the safe and effective provision of the Services by Physicians, including a nurse forty (40) hours per week, 8:00 a.m. to 4:30 p.m., Monday through Friday.
- 3.3 Arrange appropriate transportation through the Henrico County Sheriff's Office, Division of Police, or volunteer rescue squad ambulance, if needed, to transfer detainees to VCU Health System or other medical facility for treatment.
- 3.4 Administer medication and treatments prescribed or approved by the Physician and follow his/her orders concerning medical care to youths in the Detention Center.
- 3.5 Arrange for the payment for all medical care rendered at VCU Health System on a fee-for-service basis for youths confined at the Detention Center.
- 3.6 Arrange for the obtaining of parental or guardian consent when necessary for medical care.
- 3.7 Designate staff who are authorized to request services from the Department.

- 3.8 Maintain self-insurance and/or insurance to cover workers' compensation, general liability, and professional liability claims against itself and its agents and employees. Such self-insurance and/or insurance shall be of sufficient amount to pay claims up to the limit of liability under Virginia Code Section 8.01-581.15.

4. **COMPENSATION.**

- 4.1 CONTRACTOR shall pay PROVIDER Fifteen Thousand Three Hundred Sixty and 00/100 Dollars (\$15,360.00) the first year of this Agreement in twelve (12) equal installments of One Thousand Two Hundred Eighty and 00/100 Dollars (\$1,280.00) payable the first week of each month for the month preceding without monthly notice from CONTRACTOR ("Base Compensation"). Base Compensation shall increase by Four Hundred Twenty Dollars (\$420) per year in accordance with the table below:

Period	# of Months	Monthly Payments	Total Payments
7/1/2016 – 6/30/2017	12	\$1,280.00	\$15,360.00
7/1/2017 – 6/30/2018	12	\$1,315.00	\$15,780.00
7/1/2018 – 6/30/2019	12	\$1,350.00	\$16,200.00
7/1/2019 – 6/30/2020	12	\$1,385.00	\$16,620.00
7/1/2020 – 6/30/2021	12	\$1,420.00	\$17,040.00
Total	60		\$81,000.00

- 4.2 CONTRACTOR shall pay PROVIDER at a rate of One Hundred and 00/100 Dollars (\$100.00) per hour for unscheduled visits to the Detention Center additional to the weekly visits ("Additional Fees"). Such fees shall be rendered the first week of the month following the month during which the Additional Fees were incurred.
- 4.3 In addition to other remedies available under law and equity, PROVIDER reserves the right to assess interest of one percent (1%) per month, or the amounts permitted by law, on any unpaid amounts in addition to any and all cost incurred in the collection thereof including, without limitation, reasonable attorney fees.
- 4.4 Notwithstanding anything to the contrary contained or implied herein, compensation payable under this Agreement shall not be determined in a manner that takes into account (directly or indirectly) the volume or value of any referrals made between the parties.

5. **INDEPENDENT CONTRACTOR.** In carrying out its obligations under this Agreement, PROVIDER and its Physicians shall at all times be acting as and be deemed to be independent contractors of CONTRACTOR and employees of PROVIDER or its affiliates. The parties further understand and agree that: (i) Physicians will not be treated as an employees of CONTRACTOR for federal income tax purposes; (ii) CONTRACTOR will not withhold on behalf of Physicians pursuant to this Agreement any sums for income tax, unemployment tax, unemployment insurance, social security, or any other withholdings pursuant to any law or requirement of any governmental body relating to or make available to Physicians any benefits afforded to employees of CONTRACTOR, including without limitation its workers' compensation insurance; and (iii) all such payment, withholdings and benefits, if any, are the sole responsibility of PROVIDER. In the event the Internal Revenue Service or any other

Last Updated April 20, 2016



governmental agency should question or challenge the independent contractor status of Physicians, the parties hereto agree that all parties shall have the rights to participate in any such negotiation occurring with such agency or agencies, irrespective of whom or by whom such discussion or negotiation is initiated.

6. **TERM AND TERMINATION.**

- 7.1 **Term.** The term of this Agreement shall commence on July 1, 2016 and shall continue for a period of five (5) years (the "**Term**"). At least ninety (90) days prior to the expiration of the Agreement, a joint evaluation of its terms shall be conducted by both parties to consider its renewal.
- 7.2 **Termination for Cause.** This Agreement may be terminated by either party for cause, which shall be defined as a breach of any of the material terms and conditions of this Agreement by the other party. In the event of such a breach, the non-breaching party shall give written notice to the breaching party identifying the breach, and the breaching party shall have thirty (30) days from date of such notice to cure the breach except that any breach that affects patient care or conflicts with federal, state or local laws or regulations shall be cured immediately. If the breaching party fails to cure the breach within the 30-day period to the reasonable satisfaction of the non-breaching party, then the non-breaching party may, at its option, either: (a) elect to terminate this Agreement; (b) waive the breach thereby continuing this Agreement; or (c) extend the period of time in which to cure the breach without waiving the breach. The non-breaching party shall notify the other party in writing of the option it has elected. Repeated breaches will not be afforded the benefits of this provision.
- 7.3 **Termination Without Cause.** Either party may terminate this Agreement, without cause, by providing the other party with sixty (60) days prior written notice. PROVIDER may immediately terminate this Agreement upon ten (10) days prior written notice in the event that any of the Physicians are no longer able to provide the Services hereunder. CONTRACTOR may immediately terminate should CONTRACTOR's funding of the Agreement be terminated in any manner outside of its own control.
- 7.4 **Limitation.** In the event that the Agreement is terminated before the first twelve (12) months of this Agreement, the parties agree not to enter into another agreement with each other for similar services until the initial twelve (12) month period has expired.

7. **AMENDMENT.** No amendment to any provision of this Agreement shall be effective unless in writing and signed by each party.

8. **ASSIGNMENT.** Neither party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Any such assignment is expressly prohibited. Notwithstanding the foregoing, PROVIDER, however, shall be permitted to assign its rights and obligations under this Agreement to any other person, entity, or organization affiliated with Virginia Commonwealth Health System Authority or the Virginia Commonwealth University without the consent of CONTRACTOR.

9. **NOTICE.** Any notice required to be provided under the terms and provisions of this Agreement shall be in writing, and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, or sent by national overnight courier service (e.g., *Federal Express, UPS*) and addressed to the respective party at the address set forth below, or at any such address(es) or person(s) as each may specify by written notice given to the other party in the manner

specified herein. Notwithstanding the above, notices may also be provided by personal delivery and shall be effective upon actual receipt.

**If to PROVIDER:**

MCV Associated Physicians  
Department of Pediatrics  
Attention: Suzanne Britt  
1000 East Broad Street  
PO Box 980646  
Richmond, VA 23298

**With a copy to:**

Office of Counsel  
VCU Health System  
Samuel Putney House  
Attn: General Counsel  
1010 E. Marshall Street  
PO Box 980240  
Virginia, VA 23298-0240

**If to CONTRACTOR:**

Henrico Juvenile Detention Home  
4201 E. Parham Rd.  
Henrico, VA 23273  
ATTN: Superintendent

10. **CONFLICT OF INTEREST.** CONTRACTOR represents and warrants to PROVIDER that: (a) no employee (or their spouse, parent, brothers, sisters, or relatives) of PROVIDER or its affiliates is an officer, director, trustee, partner, or agent of CONTRACTOR; (b) neither CONTRACTOR nor any employee, agent, or representative of CONTRACTOR shall offer gifts or kick-backs, whether in cash or kind, of any kind or value or solicit special favors from any PROVIDER agent, or employee (or their spouse, parent, brothers, sisters, or relatives) or its affiliates (including, without limitation, physicians and staff members); and (c) CONTRACTOR, shall immediately reveal to PROVIDER any conflicts, or the appearance of a conflict (including, without limitation, recommending services to an affiliate of CONTRACTOR).

11. **SEVERABILITY.** All of the provisions of this Agreement are intended to be distinct and severable. If any provision of this Agreement shall be held or made invalid or unenforceable by a court decision, statute, rule, or otherwise, then the remaining provisions of this Agreement shall not be affected thereby and shall continue in full force and effect.

12. **FURTHER ASSURANCES.** The parties agree to execute such other documents and to perform all such other and further acts as may be necessary or desirable to carry out the purposes and intent of this Agreement.

13. **SURVIVAL.** The provisions of Sections 2.1.7, 2.3, 3.8, 4, 6, 9, 18, 20, 22, 23, and 24 shall survive the expiration or termination of this Agreement.

14. **NON-DISCRIMINATION; NO EXPERIMENTAL PURPOSE.** Each party agrees that, in the performance of this Agreement, services will be provided without discrimination toward any patients, employees, or other persons regardless of their race, color, sex, age, religion, national origin, sexual orientation, marital status disability or any other manner prohibited by law. It is understood and agreed that there shall be no medical or pharmaceutical testing for experimental or research purposes.

15. **WAIVER OF BREACH.** No waiver of any term, provision, or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further and continuing waiver of any such term, provision or condition of this Agreement. No waiver shall be valid unless in writing and signed by the parties.

16. **GOVERNING LAW.** This Agreement shall be deemed to have been made and shall be construed and interpreted by the courts of, and in accordance with the laws of, the Commonwealth of Virginia, without regard to its choice of law or conflict of law provisions.

17. **INTEGRATED AGREEMENT.** This Agreement constitutes the entire understanding and agreement between the parties concerning the subject matter hereof. This Agreement supersedes all prior written or oral agreements or understandings existing between the parties concerning the subject matter hereof.

18. **SERVICE OF LEGAL PAPERS.** Neither party shall accept the service of legal papers on behalf of the other party or the other party's insureds.

19. **MISCELLANEOUS.** This section is deleted.

20. **ACCESS TO BOOKS AND RECORDS.** This section is included herein because of possible application of Section 1861(v)(I)(1) of the Social Security Act (the "Act") to this Agreement. To the extent that this section of the Act is applicable, PROVIDER agrees to make available upon written request of the Secretary of Health and Human Services or the United States Comptroller General or any of their duly authorized representatives, this Agreement, and any books, documents and records of PROVIDER that are necessary to certify the nature and extent of costs incurred by CONTRACTOR under this Agreement until the expiration of four (4) years after the termination or expiration of this Agreement. If PROVIDER carries out any of the duties or obligations contemplated by this Agreement through a contract or subcontract with a value of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period, such contract or subcontract shall require this same access to the books, documents, and records of such contractor or subcontractor.

21. **COMPLIANCE.** CONTRACTOR shall comply with applicable: (i) federal, state, and local laws, regulations, and executive orders, and amendments thereto, including, but not limited to, OSHA, NRC and CDC regulations, Medicare and Medicaid billing and referral regulations, and the Virginia Department of Health and Department of Virginia Medical Services regulations; (ii) accreditation standards such as those set forth by The Joint Commission; (iii) requirements imposed under any city, state, federal, foundation or other award, contract, funding, reimbursement, payments policy, or grant; and (iv) PROVIDER's policies and procedures including, without limitation, its anti-discrimination, compliance (found at <http://www.vcuhealth.org/compliance>), privacy, and sexual harassment policies.

22. **JOINTLY DRAFTED.** This Agreement shall be deemed to be jointly drafted by both parties and, in the event of a dispute, shall not be construed against or in favor of either party on account of its participation in the drafting hereof.

23. **COOPERATION REGARDING CLAIMS.** The parties agree to fully cooperate in assisting each other and their duly authorized employees, agents, representatives, and attorneys in investigating, defending, or prosecuting incidents involving potential claims or lawsuits arising out of or in connection with the services rendered pursuant to this Agreement. This paragraph shall be without prejudice to the prosecution of any claims which any of the parties may have against each other and shall not require cooperation in the event of such claims.

24. **HIPAA.** In accordance with the Health Insurance Portability and Accountability Act of 1996, P. L. 104-191 ("**HIPAA**") and the rules and regulations implemented thereunder, the parties are acting as "*Covered Entities*" contracting for the provision of patient care services. Accordingly the parties agree to comply with all federal, state and local laws and regulations, including without limitation HIPAA, regarding the confidentiality of patient or protected health information ("**PHI**"). Without limitation to other rights and remedies under this Agreement or afforded by law, PROVIDER may terminate this Agreement five (5) days written notice in the event that PROVIDER has determined that there is a material breach with this provision. The parties further agree to execute additional mutually agreed upon documents as required under HIPAA rules and regulations to assure the safeguarding of PHI. In the event such documentation is not agreed upon and executed, either party may terminate this Agreement with thirty (30) days written notice.

25. **SANCTIONED PERSON.** Each party represents and warrants that it and any of its agents, employees, officers, and representatives providing services under this Agreement: (a) are not "*sanctioned persons*" under any federal or state program or law; (b) have not been listed in the current Cumulative Sanction List of the Office of Inspector General for the United States Department of Health and Human Services for currently sanctioned or excluded individuals or entities; (c) have not been listed on the System for Awards Management as excluded from Federal Programs; (d) have not been convicted of a criminal offense related to health care; (e) are not a debarred or suspended contractor of the Commonwealth of Virginia. Each party shall promptly notify the other party in the event that it is no longer able to make such representations and warranties.

26. **FORCE MAJEURE.** If either party hereto is unable to carry out any of its obligations under this Agreement due to a Force Majeure Event (as that term is defined herein), and if such party promptly gives the other party written notice of such, then the affected party may suspend its obligations under this Agreement to the extent made necessary by the Force Majeure Event and during its continuance; provided, however, that the party giving notice shall use its best efforts to remedy the Force Majeure Event as soon as reasonably practicable. For purposes of this Agreement, the term "*Force Majeure Event*" shall mean any act of war, terrorism, fire, flood, explosions, breakdowns to equipment or facilities, embargoes, orders or acts of civil or military authority, labor disputes, strike, lockouts, accident, insurrection, riot, act of God, or any other similar circumstance.

27. **BINDING AGREEMENT.** All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of and be enforceable by each of the parties hereto, their respective legal representatives and their permitted successors and assigns.

28. **CAPTIONS.** Any captions or headings contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, or extend the scope or intent of this Agreement or any provision hereof.

29. **CONFLICTING TERMS.** In the event of a conflict between the terms and conditions of any exhibit, schedule, or other attachment hereto and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall prevail.

30. **COUNTERPARTS.** Provided that all parties hereto execute a copy of this Agreement, this Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Executed copies of this Agreement may be delivered by facsimile transmission or other comparable means.

31. **CHANGE OF LAW.** Notwithstanding anything contained herein to the contrary, either party may notify the other in writing of its intention to terminate this Agreement if at any time any federal, state or local government law, regulation or policy, or the policies of any material third party payor, or interpretations of the foregoing given by a reputable health care attorney, by virtue of this Agreement, cause either party to fail to comply with any such law, regulation, policy or interpretation or shall materially impair (impairment being considered in the legal compliance, operational or financial sense) the continuing validity and/or effectiveness of any material provision hereof. This termination will become effective only if the parties in good faith are unable to agree, within thirty (30) days after receipt of notice of such impairment, upon a modification to this Agreement that will bring the Agreement into compliance with the law, regulation or policy at issue.

32. **APPROPRIATIONS.** The Provider acknowledges the understanding that this Agreement is subject to appropriations by the Henrico County Board of Supervisors.

IN WITNESS WHEREOF, this Agreement has been executed by each party's duly authorized representative in multiple originals.

**PROVIDER**

By: \_\_\_\_\_

Name: John D. Ward, M.D.

Title: President

Date: \_\_\_\_\_

8/10/16

**CONTRACTOR**

By: \_\_\_\_\_

Name: John A. Vithoulkas

Title: County Manager

Date: \_\_\_\_\_

8/10/16

Execution authorized
by Board minute
# 189-16
Date 8/9/16
Initials JAV
APPROVED
Substance: _____
Form: MFK 8/1/16
Signature: _____

**SCHEDULE "A"**  
**SERVICES PROVIDED BY PROVIDER**

PROVIDER shall provide the following Services to CONTRACTOR:

**A. Professional Services**

- a. Visit Detention Center once per week, at a time mutually agreeable to the parties, to review the nurses' screening and evaluation of each youth and examine those youths when an examination is required.
- b. Be on-call for consultation and instructions on a twenty-four hours per day, seven days per week basis to the nurse and/or CONTRACTOR's administration concerning any medical problem of a detainee.
- c. Be available to visit, and visit, the Detention Center at other than the scheduled time if called by the Superintendent or an Assistant Superintendent when an acute medical condition occurs. Compensation for such visits shall be at the rate set out in Section 4.2 of the Agreement.
- d. Coordinate and facilitate medical care at Virginia Commonwealth University Health System Authority when needed, including in the Child and Adolescent Emergency Unit, Adolescent Health Services, or other hospital services.
- e. Aid the nurse and Administration in determining which cases can wait for medical evaluation at the appropriate medical facility, and which cases constitute more serious emergency situations what need urgent care (extreme meaning life or death cases or those situation that cannot wait).
- f. Provide recommendations to the appropriate court or other appropriate authorities, through a nurse or Detention Home Administrator, that a youth be transferred to a mental health agency or a medical clinic or hospital, if after consultation, the physician determines that a youth requires specialized care that is not available at the Detention Center.
- g. Provide special direction for the nurse and child care staff at the Detention Center for a detainee requiring close medical supervision.

**B. Medical Director Services**

- a. Assist with the development and approval of all written medical policies within the Detention Center.
- b. Assist in maintaining compliance with State Medical and Pharmaceutical Board Standards as well as Department of Juvenile Justice standards for Secure Detention and Post Disposition Standards.
- c. Coordinate the exchange of medical information between the Detention facility and private physicians or other regular sources of health care.



COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE

Agenda Item No. 190-16

Page No. 1 of 2

Agenda Title: **RESOLUTION - Approval of the FY 2017 and FY 2018 Community Services Board Performance Contract between the Virginia Department of Behavioral Health and Developmental Services and Henrico Area Mental Health & Developmental Services Board**

For Clerk's Use Only: Date: <u>8/9/2016</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to:	<b>BOARD OF SUPERVISORS ACTION</b> Moved by (1) <u>O'Bannon</u> Seconded by (1) <u>Almon</u> (2) _____ (2) _____ REMARKS: <u>APPROVED</u>	<table><thead><tr><th></th><th>YES</th><th>NO</th><th>OTHER</th></tr></thead><tbody><tr><td>Branin, T.</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Glover, R.</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Nelson, T.</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>O'Bannon, P.</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr><tr><td>Thornton, F.</td><td><input checked="" type="checkbox"/></td><td><input type="checkbox"/></td><td><input type="checkbox"/></td></tr></tbody></table>		YES	NO	OTHER	Branin, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Glover, R.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Nelson, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	O'Bannon, P.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Thornton, F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Thornton, F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																							

**WHEREAS**, Virginia Code § 37.2-508 requires that a performance contract negotiated between the Virginia Department of Behavioral Health and Developmental Services (the Department) and Henrico Area Mental Health & Developmental Services Board (HAMHDS) and approved by HAMHDS be submitted by HAMHDS for approval by formal vote of the governing body of each political subdivision that established HAMHDS; and,

**WHEREAS**, the County of Henrico, Charles City County and New Kent County, established HAMHDS in 1973; and,

**WHEREAS**, on May 6, 2016, the Department provided to HAMHDS a Letter of Notification setting out the amount of state and federal funding that would be available to HAMHDS during FY 2017; and,

**WHEREAS**, HAMHDS and the Department have negotiated a FY 2017 and FY 2018 Community Services Board Performance Contract; and,

**WHEREAS**, on July 28, 2016, HAMHDS approved the FY 2017 and FY 2018 Community Services Board Performance Contract and recommended it to the Boards of Supervisors of Henrico, Charles City, and New Kent Counties; and,

**WHEREAS**, the FY 2017 and FY 2018 Community Services Board Performance Contract recommended by HAMHDS is based on the requirements of § 37.2-508, on the FY 2016-2017 budget adopted by the Henrico County Board of Supervisors on April 26, 2016, on the Letter of Notification to HAMHDS for FY 2017, and on local contributions approved by the Charles City County Board of Supervisors and the New Kent County Board of Supervisors.

By Agency Head Sybil Jude for LAURA TOTTY By County Manager [Signature]

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**COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE**

Agenda Item No. 190-10

Page No.2 of 2

**Agenda Title: RESOLUTION - Approval of the FY 2017 and FY 2018 Community Services Board Performance Contract between the Virginia Department of Behavioral Health and Developmental Services and Henrico Area Mental Health & Developmental Services Board**

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**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors that the FY 2017 and FY 2018 Community Services Board Performance Contract between the Virginia Department of Behavioral Health and Developmental Services and Henrico Area Mental Health & Developmental Services Board is approved.

Comment: The Executive Director of HAMHDS recommends approval of this Board paper; the County Manager concurs.





COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE

Agenda Item No. 191-14

Page No. 1 of 1

Agenda Title: RESOLUTION — Signatory Authority — Acquisition of Real Property — 10881 Old Greenwood Road — Brookland District

For Clerk's Use Only: Date: 8/9/2016 <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to:	<b>BOARD OF SUPERVISORS ACTION</b> Moved by (1) <u>Clover</u> Seconded by (1) <u>Shenita</u> (2) _____ (2) _____ REMARKS: <b>APPROVED</b>	<table><thead><tr><th></th><th>YES</th><th>NO</th><th>OTHER</th></tr></thead><tbody><tr><td>Branin, T.</td><td><u>/</u></td><td></td><td></td></tr><tr><td>Glover, R.</td><td><u>/</u></td><td></td><td></td></tr><tr><td>Nelson, T.</td><td><u>/</u></td><td></td><td></td></tr><tr><td>O'Bannon, P.</td><td><u>/</u></td><td></td><td></td></tr><tr><td>Thornton, F.</td><td><u>/</u></td><td></td><td></td></tr></tbody></table>		YES	NO	OTHER	Branin, T.	<u>/</u>			Glover, R.	<u>/</u>			Nelson, T.	<u>/</u>			O'Bannon, P.	<u>/</u>			Thornton, F.	<u>/</u>		
		YES	NO	OTHER																						
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Nelson, T.	<u>/</u>																									
O'Bannon, P.	<u>/</u>																									
Thornton, F.	<u>/</u>																									

WHEREAS, the Board of Supervisors desires to acquire real property for the future extension of Woodman Road; and,

WHEREAS, the owner, Old Greenwood Road Properties, LLC, has agreed to sell the one acre parcel at 10881 Old Greenwood Road for \$113,100, its assessed value.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that:

- (1) the County Manager is authorized to sign the purchase agreement and any other documents, in a form approved by the County Attorney, necessary to purchase 10881 Old Greenwood Road for \$113,100; and,
- (2) the County Manager and County Attorney are authorized to take all actions necessary to acquire title to the property.

Comments: The Directors of Public Works and Real Property recommend approval of this Board paper, and the County Manager concurs.

By Agency Head [Signature]

By County Manager [Signature]

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Clerk, Board of Supervisors

Date: \_\_\_\_\_



COUNTY OF HENRICO, VIRGINIA  
BOARD OF SUPERVISORS  
MINUTE

Agenda Item No. 192-16

Page No. 1 of 1

Agenda Title: RESOLUTION – Acceptance of Roads– Fairfield and Three Chopt Districts

or Clerk's Use Only:

Date: 8/9/2016

☒ Approved  
☐ Denied  
☐ Amended  
☐ Deferred to:

BOARD OF SUPERVISORS ACTION

Moved by (1) O'Bannon Seconded by (1) Celone  
(2) (2)

REMARKS

APPROVED

YES NO OTHER

Branin, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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O'Bannon, P.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thornton, F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

BE IT RESOLVED by the Board of Supervisors of the County of Henrico that the following named and described sections of roads are accepted into the County road system for maintenance.

**Concept Road 143 - A Dedication of Magnolia Farm Road and Hightower Drive  
and a Portion of Scott Road – Fairfield District**

Hightower Drive from Magnolia Farm Road to 0.02 Mi. S. of Magnolia Farm Road	0.02 Mi.
Hightower Drive from 0.01 Mi. W. of Hightower Drive to 0.04 Mi. E. of Hightower Drive	0.05 Mi.
Scott Road from 1.25 Mi. E. of Athens Avenue to 1.29 Mi. E. of Athens Avenue	0.04 Mi.
Scott Road from 1.29 Mi. E. of Athens Avenue to Park Central Drive	0.07 Mi.
Magnolia Farm Road from Park Central Drive to 0.35 Mi. E. to Cul-de-sac	0.35 Mi.
Magellan Parkway from 0.32 Mi. N. of Parham Road to Magnolia Farm Road	0.01 Mi.
<b>Total Miles</b>	<b>0.54 Mi.</b>

**Duncan Park at Sadler Walk, Section 1 and a Resubdivision of Lots 6, 7, 8,  
and a Portion of Lot 9 of McDonald's Small Farms – Three Chopt District**

Sadler Walk Lane from Glasgow Road to 0.12 Mi. E. of Glasgow Road	0.12 Mi.
<b>Total Miles</b>	<b>0.12 Mi.</b>

**Foxhall, Section 8 – Three Chopt District**

Cotton Patch Court from Causeway Drive to 0.12 Mi. W. of Causeway Drive	0.12 Mi.
<b>Total Miles</b>	<b>0.12 Mi.</b>

By Agency Head

By County Manager

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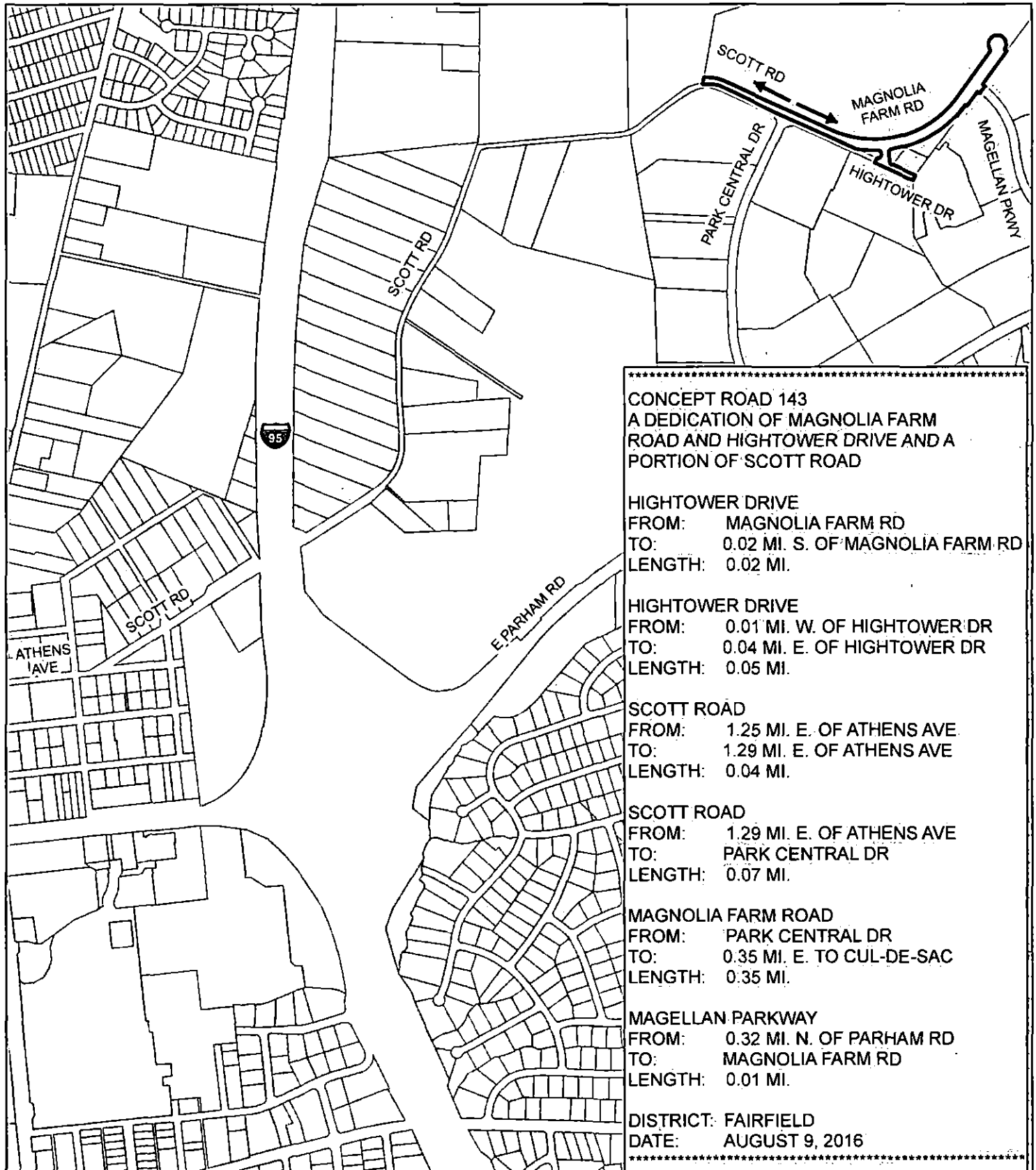
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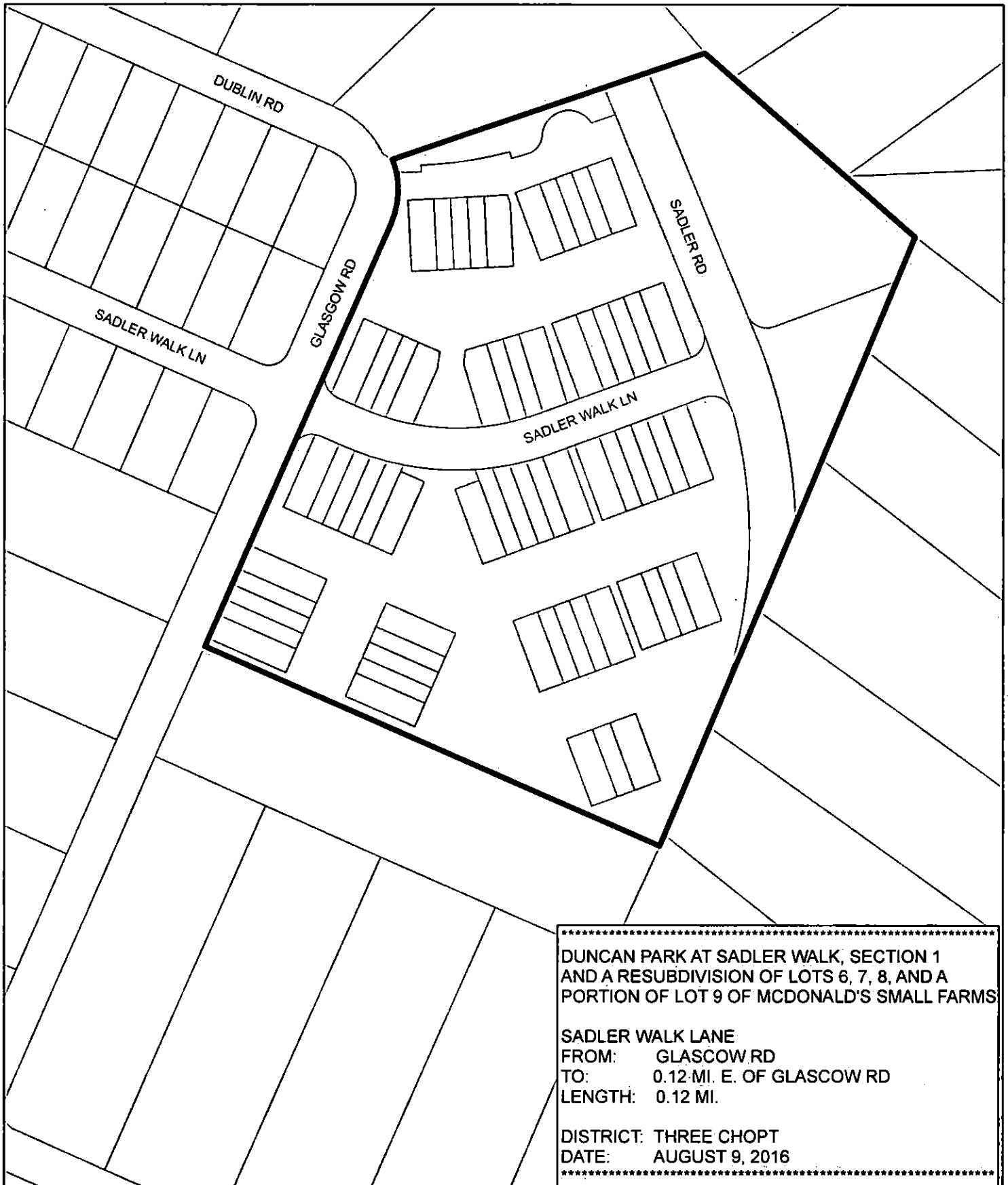


# CONCEPT ROAD 143 A DEDICATION OF MAGNOLIA FARM ROAD AND HIGHTOWER DRIVE AND A PORTION OF SCOTT ROAD





DUNCAN PARK AT SADLER WALK, SECTION 1  
AND A RESUBDIVISION OF LOTS 6, 7, 8, AND A  
PORTION OF LOT 9 OF MCDONALD'S SMALL FARMS





# FOXHALL SECTION 8

