

COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
REGULAR MEETING
December 10, 2019

The Henrico County Board of Supervisors convened a regular meeting on Tuesday, December 10, 2019, 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
Thomas M. Branin, Vice Chairman, Three Chopt District
Patricia S. O'Bannon, Tuckahoe District
Daniel J. Schmitt, Brookland District
Frank J. Thornton, Fairfield District

Other Officials Present:

John A. Vithoulkas, County Manager
J.T. (Tom) Tokarz, Deputy County Attorney
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 Administration
Anthony E. McDowell, 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. He led the recitation of the Pledge of Allegiance and delivered the invocation.

On motion of Mr. Thornton, seconded by Mr. Schmitt, and by unanimous vote, the Board approved the November 26, 2019, Regular and Special Meeting Minutes.

The vote of the Board was as follows:

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

No: None

MANAGER'S COMMENTS

On November 26, while off duty and spending time with his family, Henrico Police Officer Jonathan Turner arrived at a restaurant and encountered a patron (Mr. Luck) who was experiencing a medical emergency. Officer Turner performed cardiopulmonary resuscitation (CPR) on Mr. Luck until fire medics arrived. Mr. Luck was transported to the hospital and is recovering. Mr. Luck's daughter believes Officer Turner was in the right place at the right time providing aid to her father. Officer Turner has been with the Henrico Police Division for four-and-a-half years and is currently assigned to Elko Middle

School as a School Resource Officer. Mr. Vithoulkas recognized and thanked Officer Turner for his dedication and efforts.

Mr. Vithoulkas introduced a new member of the County staff, Raina Vann. Ms. Vann comes to the County from the Community College Workforce Alliance, where she worked the last seven years as a marketing and communications specialist. She joined the Department of Public Relations & Media Services on November 25 as the County's first Community Engagement Coordinator. This position was created in the last budget cycle to enhance outreach efforts to Henrico's multicultural, immigrant, and community groups and to help increase awareness of the many County programs and services that are available to all residents.

Mr. Vithoulkas recognized the County Government Christmas Mother Program Chair and Co-Chair, Tanya Harding of the County Manager's Office and Rebecca Slough of the Department of Human Resources, along with the Henrico Christmas Mother, Andrea Collins. Mrs. Harding and Mrs. Slough shared highlights of the 2019 campaign, which kicked off on October 2. This year, County employees collected 439 new books; 63 blankets; 590 articles of clothing, including socks, gloves and hats; 20 bicycles and helmets; 778 toys; and more than 2,360 miscellaneous items such as food, toiletries, and jewelry. Mrs. Harding and Mrs. Slough had the opportunity to guide citizens through their shopping experiences at the Christmas Mother warehouse on Dabbs House Road and see firsthand where the donations go. County employees continued to demonstrate their energy and creativity in raising money, collecting donations, and hosting 25 different fundraising events. Mrs. Slough recognized Planning Director Joe Emerson, who was dressed in a red elf suit with flashing lights in response to a fundraising challenge. Mrs. Slough, Mrs. Harding, and Mr. Emerson presented a ceremonial check to Mrs. Collins in the amount of \$12,500 on behalf of the County's employees. Mrs. Collins thanked the employees on behalf of the Henrico Christmas Mother Council and the 1,500 families who are being served this season. Mr. Nelson remarked that all the members of the Board had an opportunity to go by the Christmas Mother Warehouse and check out the work that the Henrico Christmas Mother and her team pulled together. He noted that the program distributed more than a half million dollars of cash and physical donations were given and distributed to approximately 2,200 young people and 700 senior citizens. Mr. Nelson characterized the work of the Christmas Mother program as major. On behalf of the Board, he saluted and thanked everybody who had something to do with the Henrico Christmas Mother and the support that the program offers our community.

Mr. Vithoulkas recognized Jamie Massey, Assistant Director of Public Works, who updated the Board on a winter storm that was expected to result in icy and slick patches on Henrico roads. Mr. Massey advised the Board and the public that the Department of Public Works will have staff riding the roads beginning at 4:00 a.m. on December 11 to monitor bridges, overpasses, and shady areas. In response to an inquiry from Mr. Branin, Mr. Massey advised the public that they can call 727-8300 if they wish to bring slick road patches to the County's attention.

BOARD OF SUPERVISORS' COMMENTS

Mr. Branin invited citizens and their pets to Short Pump Park on December 14 for the third annual Santa Paws event, which will include free pictures with Santa Claus. Mr. Branin

noted that he and his wife will attend the event with their dog Newman to welcome attendees.

Mr. Thornton remarked that he visited the Christmas Mother warehouse and saw joy in the faces of recipients, County staff, and volunteers. He expressed gratitude for the Christmas Mother program and the hope that it will continue in future years.

Mr. Nelson recognized the Varina Area Library for receiving the 2019 New Landmark Library Award from *Library Journal*. The award's focus is on how libraries co-create with communities to inform building design. The library was recognized for its community input sessions, sustainable and energy-efficient design, and architectural structure. Only six public libraries out of 35 submissions throughout North America were selected as winners in a four-year cycle. An article about the awards was published in the December 2019 issue of *Library Journal*. Mr. Nelson gave a shout-out to the library staff and architectural team that designed the library.

RECOGNITION OF NEWS MEDIA

Mr. Nelson recognized Chris Suarez from the *Richmond Times-Dispatch*. He announced that WTVR-TV 6, WRIC-TV 8, and WWBT-TV 12 were represented at the Board's work session earlier in the evening for a major announcement regarding Belmont Golf Course.

PRESENTATION

298-19 Resolution - Expressing Appreciation to Michael L. Wade.

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

Mr. Branin presented the resolution to Sheriff Wade for his dedicated service and far-reaching public safety contributions and for operating modern and safe jail facilities during the past two decades. Sheriff Wade has held the office of Sheriff since January 1, 2000, and will retire on December 31, 2019, after a 42-year public safety career with the County, including 22 years with the Police Division. He thanked the Board for its support over the years, complimented Mr. Vithoulikas as a great person to work with, pointed out Sheriff-Elect Alisa Gregory is the first person in recent history to have been elected Sheriff while employed in the Sheriff's Office, and reflected on how well all of the County departments work together and the great employees in his office.

PUBLIC COMMENTS

Mr. Vithoulikas noted a number of individuals were interested in the issue of potential gun control legislation during the 2020 General Assembly session. He suggested to the Board that the public comment period be moved up on the agenda to address this matter.

Mr. Nelson announced that the Board would receive public comments on this topic at this time in the meeting and would receive comments on items not on the agenda during the designated regular public comment period shown on the agenda. He noted that the Board

received almost 30 minutes of public comment on this topic at its last meeting and asked that speakers speak to points that have not already been addressed. Mr. Nelson informed the public that a member of the Virginia House of Delegates has asked the Attorney General of Virginia for an official opinion on the legality and effect of resolutions that have been requested of governing bodies across the Commonwealth. He stated that under the Board's published guidelines, the public comment period on this topic would be limited to 30 minutes and each speaker would be allowed to speak for a maximum of five minutes.

The following individuals expressed opposition to state and federal restrictions on the rights of citizens to keep and bear arms and asked the Board to declare Henrico a Second Amendment sanctuary: Scott Campbell, a resident of the Varina District; Brianna Baldwin, a resident of the Brookland District; Andrew Knaggs, a resident of the Three Chopt District; Daniel Edwards, a resident of the Tuckahoe District; Garrett West, a resident of the Brookland District; Nathan Dean, a resident of the Three Chopt District; Christopher Holmes, a resident of the Three Chopt District; and Darren Brown, a resident of the Fairfield District.

Mrs. O'Bannon raised concerns regarding the use of the term "sanctuary" which in this context means that a local jurisdiction selectively chooses which laws to enforce. She remarked that she could never ask a law enforcement officer not to enforce a local or state law. Mrs. O'Bannon read and brought forward a resolution stating that the Board will uphold the Constitution of the United States and the Commonwealth of Virginia and imploring that the members of the General Assembly uphold their oath of office as they go about passing laws that may abridge the rights of Virginia and Henrico citizens. Mr. Branin seconded the resolution. Mr. Nelson questioned the point of the resolution. Mr. Thornton voiced concern that the resolution was put forth without having been shared in advance with the other members of the Board. At Mr. Nelson's request, Mr. Tokarz confirmed for Mr. Nelson that it is the obligation of every local official to enforce the laws of the Commonwealth of Virginia until they are determined to be unconstitutional or are repealed. Mr. Schmitt remarked that although he did not think the resolution answered the question that was being asked of the Board, he did not think there was any harm in the Board publicly stating in a resolution that it supports the Constitution. Mr. Nelson pointed out the members of the Board will be stating their support for the Constitution on December 11 when they take the oath of office. Mrs. O'Bannon commented further on the purpose of the resolution, which included eliciting comments from the Board and reaching an agreement on the Constitution. Mr. Thornton expressed his support for the Second Amendment and the Constitution but voiced concern that the way the resolution was brought forward differed from the Board's longstanding protocol and was an attempt to please others rather than do what is right. Mr. Nelson voiced disagreement with the need for the Board to take a symbolic gesture prior to action by the General Assembly, which was elected in November, and said he felt the resolution was trying to appease something that does not need to be appeased. In response to a question from Mr. Schmitt, Mr. Tokarz summarized his understanding of the purpose of Mrs. O'Bannon's motion. Mr. Nelson commented further on his position.

On motion of Mrs. O'Bannon, seconded by Mr. Schmitt, with Mr. Nelson and Mr. Thornton voting "no," the Board approved a resolution that is now set out as Agenda Item No. 315-19 titled "Support for the Constitution of the United States and the Constitution of the Commonwealth of Virginia."

The Board recessed at 8:17 p.m. and reconvened at 8:24 p.m.

PUBLIC HEARINGS – REZONING CASES AND PROVISIONAL USE PERMIT

299-19 Stanley Martin Companies, LLC: Request to conditionally rezone from A-1
REZ2019- Agricultural District and B-3 Business District to R-6C General Residence
00025 District (Conditional) Parcels 784-759-7593, 784-760-9147, 784-760-9470,
Fairfield 785-759-0085, 785-759-8052, 785-760-0184, 785-760-2106, 785-760-2751,
785-760-6689, 785-760-8637, 785-761-1615 and part of Parcel 784-760-1564
containing 64.79 acres located on the west line of Telegraph Road,
approximately 150' south of Georgia Avenue and the east line of Telegraph
Road at its intersection with Georgia Avenue.

Carol Cartte, a resident of the Fairfield District, spoke in opposition to this item. She stated that she was upset by the number of townhome units planned for this proposed development and contended that Telegraph Road is not wide enough to handle the additional traffic that will be generated.

Andy Condlin from Roth Jackson presented the case on behalf of the applicant. He reviewed changes that the applicant made to the case in response to concerns expressed at community meetings, including reducing the density of the development, and he commented on road improvements that the applicant will be making. At Mr. Thornton's request, Mr. Condlin elaborated on proposed improvements to Telegraph Road. He also discussed how a proposed concept road will help alleviate traffic.

Mr. Thornton apologized that there was confusion with one of the community meetings. He thanked Planning Director Joe Emerson, the Planning Department staff, Fairfield District Planning Commissioner Chris Archer, and Mr. Condlin for their work on the case, which included a repositioning of homes within the proposed development in response to community concerns. Mr. Thornton spoke favorably of the proposed development and characterized it as a good plan that will hopefully be accepted by the community.

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

1. **Concept Plan.** The Property shall be developed generally as shown on those certain plans dated December 3, 2019 and labelled as "Exhibit A", entitled "ReTreat at One", (see case file) (collectively, the "Concept Plan"). The exact locations, footprints, configurations, size, and details of the lots, drives, roads, buildings and other improvements shown on the Concept Plan are illustrative and are subject to change and may be updated from time to time as required for final engineering design, compliance with governmental regulations or as otherwise approved at the time of subdivision or plan of development review of the Property.

Notwithstanding the foregoing, the type of residential units shall be located as generally shown on the Concept Plan, provided the Condominiums may be replaced with Townhomes and Villas, each defined below, and the Townhomes may be replaced with Villas.

2. **Residential Units.** The Property shall be developed with (a) townhome residential units that are attached to other townhomes by shared walls within a multi-unit building ("Townhomes"), (b) condominium residential units that are attached to other condominiums by shared walls as well as located on multiple levels ("Condominiums"), and (c) two story residential units that are attached to other units by shared walls within a multi-unit building ("Villas").
3. **Density.** There shall be no more than a total of (a) 210 Townhome units, (b) 288 Condominiums, and (c) 130 Villas. In no instance shall there be any more than 496 dwelling units located on the Property.
4. **Architecture.** To minimize visual repetition of buildings, no two adjacent Townhome or Condominium buildings shall have the same identical individual elevation sequence pattern across the front of the building. All Townhome units shall have a front porch or stoop. The side of each Townhome and Condominium end unit shall include at least two (2) windows and the rear of each unit shall include at least two (2) windows. Townhomes shall be no more than 3 stories in height, Condominiums shall be no more than 4 stories in height, and Villas shall be no more than 2 stories in height, all as shown on the Elevation Exhibit (see case file). All Townhomes, Condominiums and Villas shall have a minimum of a 1 car garage. No units will be permitted to have any rooftop terraces or porches.
5. **Elevations.** Any Townhomes constructed on the Property shall have front elevations generally in conformance with the elevations shown as "TOWNHOUSE" on the exhibit attached hereto as Exhibit B (see case file) ("Elevation Exhibit"). Any Condominiums constructed on the Property shall have front elevations generally in conformance with the elevations shown as "2-OVER-2" on the Elevation Exhibit (see case file). Any Villas constructed on the Property shall have front elevations generally in conformance with the elevations shown as "VILLAS" on the Elevation Exhibit (see case file).
6. **Building Materials.** All buildings shall have exposed exterior walls (above grade and exclusive of trim) of stone, stone veneer, brick, hardi-plank, vinyl or a combination of the foregoing unless different architectural treatment and/or materials are specifically approved with respect to the exposed portion of any such wall, at the time of Plan of Development review. An average of thirty-five

(35) percent in the aggregate for all units, of the exterior portions of the front building wall surfaces of each building, excluding windows, doors, breezeways, gables and architectural design features, shall be of brick, stone or stone veneer construction.

7. **Sound Suppression Measures.** Walls between dwelling units shall be constructed with a minimum certified sound transmission class (STC) of fifty-four (54). A cross section detail, reviewed and approved by a certified architect or engineer as to the methodology accomplishing the STC, shall be included in the building permit application.
8. **Chimneys.** The exposed portions of all fireplace chimneys shall be of brick, stone, cultured stone, or siding similar to the exterior treatment of the building. The exposed bases of all chimneys shall be of the same material as the dwelling foundation. This proffer shall not apply to direct-vent gas fireplaces or appliances.
9. **Foundations.** The exposed exterior portions of all foundations below the first-floor level shall be finished with brick, stone or cultured stone. On the front and side of each building, there shall be a minimum of twelve (12) inches of brick, stone or cultured stone visible above grade. For reasons associated with required site grading, the requirements of this proffer may be modified or waived by the Director of Planning for individual side facades.
10. **Driveways.** Driveways for each residential unit shall be constructed of either cobblestone, brick, asphalt, pre-cast pavers, concrete or other similar materials approved by the Director of Planning.
11. **Foundation Planting.** Each Townhome and Villa shall have a minimum of four (4) shrubs planted in the front planting bed.
12. **Sidewalks.** A continuous sidewalk a minimum of four (4) feet in width shall be provided in front of all buildings.
13. **Trash.** There shall be no central trash receptacles.
14. **Recreation Facilities.** A minimum of 0.95 of an acre of passive and active recreational area shall be provided for the property and may include interior gathering spaces and workout areas. A stand-alone clubhouse for unit owners and guests recreation shall be provided for the dwelling units and shall include interior and exterior gathering spaces such as outdoor lounging area, kitchen and meeting or seating area, collaborative workspaces or a fitness center to include services such as but not limited to cardio, weights, yoga and group fitness. The clubhouse will also include a great room that can be reserved by tenants for social activities. The clubhouse shall be completed prior to the 100th certificate of

occupancy for any dwelling unit on the Property. Other recreational facilities for use by unit owners and guests shall include a tot lot with playground equipment and open park areas and pocket parks, as generally shown on the Concept Plan (see case file).

15. **Concept Road.** Upon the request of the County, the owner shall dedicate to Henrico County the right-of-way no more than one hundred (100') wide required for an extension road as generally shown on the Concept Plan as "CONCEPT ROAD" (the "Concept Road"), (see case file). Should the dedicated property not be used for a new road within thirty (30) years of the date of the dedication, title to the dedicated property will revert to the applicant or its successors in interest. Until the Concept Road is constructed by or on behalf of the County, the entrance into the development over and across the Concept Road will be constructed with four lanes to public road standards, to its ultimate width from Brook Road east past Telegraph Road to the first road crossing within the Property, as shown on the Concept Plan. A sign shall be placed at the end of the Concept Road as noted on the Concept Plan (see case file).
16. **Underground Utility Lines.** All utility lines on the Property shall be underground, except for existing utilities, junction boxes, meters, utility lines in wetlands areas, and utility lines required to be above ground by the utility company.
17. **Protective Covenants.** Prior to or concurrent with the recordation of the final subdivision plat for the Property, a document setting forth covenants (the "Covenants") shall be recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia (the "County"), setting forth controls on the development and maintenance of the Property and establishing one or more owners' associations (the "Association").
18. **Construction.** The hours of exterior construction activities, including operation of bulldozers and other earthmoving equipment shall be limited to the hours between 7:00 a.m. and 8:00 p.m. Monday through Saturday and no construction shall be permitted on Sunday, except in emergencies or where unusual circumstances require extending the specific hours in order to complete work such as concrete pours and utility connections. Signs, in both English and Spanish, stating the above-referenced provisions, shall be posted and maintained at all entrances to the Property prior to any land disturbance activities thereon. Construction traffic will not be permitted to use Brookwood Glen. Construction traffic will be permitted on Telegraph Road only from its intersection with Brook Road, Mountain Road or the Property, to and from the Concept Road. Notice of such shall be provided to all contractors, including, signage.

19. **Roads.** Prior to the issuance of any final Certificate of Occupancy, the applicant shall provide the Planning Department with certification from a licensed engineer that the roadways within the project were constructed according to the approved subdivision plan, and in compliance with Henrico County road design standards and specifications (except as to pavement width, turning radii, cul-de-sac dimensions, curb type, and underdrains), to include proper compaction of the sub-base soils, utility trenches, base stone, and asphalt surface. The internal roadways shall be private and shall be maintained by the Association.
20. **Condominium Act.** Any Condominiums constructed on the Property shall comply with the Virginia Condominium Act.
21. **Southern Access.** At the request of the County, the owner shall grant an access and maintenance easement to connect that portion of the road designated on the Concept Plan as "FUTURE CONNECTION (BY OTHERS)" (see case file) to the public right-of-way shown on the Concept Plan connecting to the Property to the south of the Property.
22. **Buffers and Setbacks.** Any buffer within the Property required herein may be landscaped, including supplemental plantings, signage, berms and/or fencing and other purposes as approved by the Planning Commission at the time of landscape plan review. Roads, sidewalks, utility easements (including drainage), common owned fencing/walls adjacent to any roads or drives, and signage shall be permitted within such buffer; provided, any such road or utility easements shall be extended generally perpendicular through such buffer. All buffers, whether in common area or a lot, shall be maintained by an association applicable to the Property. The following buffers shall be provided as follows:
 - a. All buffers designated on the Concept Plan (see case file) as "MINIMUM 20' BUFFER" shall be planted to the equivalent of a Transitional Buffer 25.
 - b. All buffers designated on the Concept Plan (see case file) as "MINIMUM 15' BUFFER" shall be planted to the equivalent of a Transitional Buffer 25.

Buildings shall have a minimum setback as shown on the Concept Plan (see case file).

23. **Fencing.** An opaque fence a minimum of seven (7) feet in height shall be placed in the areas shown on the Concept Plan as "PRIVACY FENCE" (see case file). The exact location of any such fence shall be approved by the Planning Commission at the time of landscape plan review.

24. **Severance.** The unenforceability, elimination, revision or amendment of any proffer set forth herein, in whole or in part, shall not affect the validity or enforceability of the other proffers or the unaffected part of any such proffer.

The vote of the Board was as follows:

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

No: None

300-19
PUP2019-
00014
Tuckahoe

B. Hunt Gunter: Request for a Provisional Use Permit under Sections 24-58.2(a), 24-120 and 24-122.1 of Chapter 24 of the County Code to allow an extended hour of operation of a fitness facility on part of Parcel 762-753-9614 located on the southwest line of W. Broad Street (U.S. Route 250) approximately 540' east of its intersection with Old Parham Road.

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

Mrs. O'Bannon noted this case is similar to others that have come before the Board where exercise facilities want to have hours earlier in the day. She further noted other businesses in the same shopping center have been granted extended hours in past years.

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

1. All proffered conditions accepted with case C-38C-92 shall be made a part of this Provisional Use Permit.
2. This permit shall apply only to the Victory Lady tenant space as shown on Exhibit A (see case file), located at 8099-A W. Broad Street.
3. The daily hours of operation shall be limited to 5:00 a.m. to midnight.
4. The owner and/or operator of the establishment shall allow the crime Prevention Unit of the Division of Police to conduct a security survey of the location to identify potential security risks and to recommend additional prevention measures, if any, to be implemented by the business.
5. The owner and/or operator shall be responsible for the installation, operation, and maintenance of exterior security camera(s) and video system of professional grade and quality and rated for the exterior surveillance of retail operations. This security system shall at a minimum include:

- a. Exterior surveillance cameras monitoring the entrance(s), parking area(s), and any other areas deemed necessary by the Division of Police. Such security cameras shall provide clear imagery of the establishment's patrons and their vehicles.
 - b. Recordings of all activities under surveillance shall be preserved for a period of one (1) month by the applicant or owner/operator. Authorized representatives of the Henrico County Division of Police shall have full and complete access to all recordings upon request.
6. The owner and/or operator of the establishment shall provide adequate lighting of the entrances, exits, and parking areas serving the business. Adequate lighting shall be defined as lighting sufficient for clear visual and security camera surveillance.
7. Windows shall not be tinted or obscured by advertisements, posters, blinds, and/or visual obstructions that inhibit or hinder exterior surveillance. The installation and use of light blocking devices during daylight hours shall be permissible if approved by the Crime Prevention Unit of the Police Division.
8. Extended hours of operation shall not result in loitering, criminal activity, traffic or public nuisance in the area surrounding the business. In the event that evidence (i.e. police calls to the premises or complaints) indicates the extended hours of operation are having an adverse effect (i.e. increased public nuisance, loitering, excessive noise outside the building, criminal assault, traffic, etc.) on the surrounding area, the Board of Supervisors may hold a public hearing to consider revoking the provisional use permit.

The vote of the Board was as follows:

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

No: None

301-19
REZ2019-
00033
Brookland

Stanley Shield Partnership, LLC: Request to conditionally rezone from O-3 Office District to B-2C Business District (Conditional) Parcel 768-743-5186 containing 1.662 acres located at the northeast intersection of W. Broad Street (U.S. Route 250) and Dickens Road.

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

In response to a question from Mr. Schmitt, Assistant Planning Director Jean Moore clarified that the property owner would have to go through the Plan of Development process to add an exit onto West Broad Street.

On motion of Mr. Schmitt, seconded by Mr. Thornton, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item with the following proffered conditions:

1. **Existing Plan.** The Property shall remain in general conformance with the approved Plan of Development (Henrico POD# 2017-00246 and 2018-00268), which may be amended to include dumpster enclosures, grease trap, and other associated infrastructure, as may be applicable to accommodate the uses permitted on this Property upon approval of this rezoning case.
2. **Landscaping.** A landscaped strip a minimum of fifteen (15) feet in width shall be provided along the western boundary line of the Property adjacent to West Broad Street and a landscape strip a minimum of ten (10) feet shall be provided along the southern boundary line of the Property adjacent to Dickens Road, all as generally shown on the Plan. Sidewalks, utility easements, fencing/walls and signage shall be permitted within such buffer.
3. **Trash Receptacles/Recycling Activities.** Dumpsters, trash receptacles, not including convenience cans, and recycling receptacles shall be screened from public view with masonry enclosures compatible with the architectural design of the buildings at ground level at the Property lines. The gates and doors on the masonry refuse screens shall be of a substantial and durable material. Convenience cans shall be within or part of a decorative container. There shall be no trash pickup between the hours of 8:00 p.m. and 6:00 a.m.
4. **Parking Lot Cleaning.** Parking lot cleaning on the Property shall be limited to the hours between 6:00 a.m. and 8:00 p.m., exclusive of snow removal.
5. **Drainage and Utilities.** Except for junction boxes, meters, pedestals, transformers, transmission mains, relocated and/or existing overhead utility lines or for technical or environmental reasons, all new utility lines shall be underground.
6. **Parking Lot and Exterior Lighting.** Parking lot lighting standards within the Property shall not exceed twenty-five (25) feet, which is the maximum height of existing fixtures on this Property. All new parking lot lighting installed on the Property shall be produced from concealed lighting sources to minimize the impact of such lighting on adjacent properties. All lighting shall be reduced to no more than a security level following the close of business operations each day. If the existing lighting on the Property is revised, the new lighting shall be designed with a cohesive plan so that all exterior lighting shall use compatible design elements.

7. **Speakers.** No public address, speaker or paging systems shall exceed a decibel level of 65 at the boundary line of the Property.
8. **Use Restrictions.** The following uses shall be prohibited:
- a. Laundromats and self-service dry-cleaning establishments;
 - b. automotive filling and service stations including towing service and convenience stores with gas;
 - c. self-storage facilities;
 - d. off-track betting parlors;
 - e. sewer/water pump stations;
 - f. skating rinks (unless such ice-skating areas are an amenity of the pedestrian-oriented shopping center), roller skating rinks, model racing tracks, bingo halls and billiard parlors unless such billiard parlors are associated with a restaurant;
 - g. flea markets or antique auctions;
 - h. billboards;
 - i. permanent on-site recycling collection facilities;
 - j. funeral homes, mortuaries, crematories and/or undertaking establishments;
 - k. dance halls;
 - l. truck stops;
 - m. gun shop, sales and repairs, except that such sales and repairs shall be permitted in a store that sells a variety of sporting goods;
 - n. hotels, motels and motor lodges;
 - o. sign printing and painting shops;
 - p. communication towers, not to exclude, however, any concealed antennae array for communications if approved through the Provisional Use Permit process;
 - q. car washes;
 - r. adult businesses as defined by Section 24-3 of the Henrico County Code;
 - s. establishments whose primary business is check cashing and/or the making of payday loans as defined and regulated by Sections 6.1-432 et seq. and 6.1-444 et seq. of the Code of Virginia (the foregoing shall not preclude banks, savings and loans or similar financial institutions that are not regulated by the foregoing Virginia Code sections);
 - t. car title loan operations;
 - u. radio/TV stations; and
 - v. restaurant with drive-through windows.
9. **Signage.** Any detached signs shall be ground mounted, monumental-type signs and shall not exceed ten (10) feet in height.
10. **Exterior Elevations.** The existing building constructed on the Property shall remain as generally built, unless otherwise requested and specifically approved with a Plan of Development or

Building Permit if a Plan of Development is otherwise not required. All buildings on the Property shall have exposed exterior walls (above finished grade and exclusive of architectural features, windows and doors) constructed of masonry brick, stone, precast concrete, exterior insulating finishing system (E.I.F.S.) and/or glass and may have varying amounts of these exterior materials or an equivalent permanent architecturally finished material, unless different architectural treatment and/or materials are requested and specifically permitted. The rear of any buildings shall use the same materials or shall have a similar or compatible appearance and architectural design as on the front of the building in order to reduce the visual impact on surrounding properties, including screening from view of the boundary line of the Property of HVAC and utility systems. No building on the Property shall be covered with or have exposed to view any painted or unfinished concrete block, sheet or corrugated aluminum, iron and/or steel or other materials unless requested and specifically permitted.

11. **Severance.** The unenforceability, elimination, revision or amendment of any proffer set forth herein, in whole or in part, shall not affect the validity or enforceability of the other proffers or the unaffected part of any such proffer.
12. **Access.** No direct access, from the Property to West Broad Street, shall be allowed, provided the existing access from Forest Avenue and West Broad Street remains unchanged.

The vote of the Board was as follows:

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

No: None

302-19
REZ2019-
00035
Brookland

Nachman Family, LLC: Request to amend proffers accepted with Rezoning Case C-68C-84 on part of Parcel 757-757-5325 located on the north line of W. Broad Street (U.S. Route 250) approximately 500' west of its intersection with Tuckernuck Drive.

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

Ms. Moore responded to a question from Mr. Schmitt pertaining to onsite solid and liquid waste disposal.

On motion of Mr. Schmitt, seconded by Mr. Thornton, and by unanimous vote, the Board followed the recommendation of the Planning Commission and approved this item with the following proffered conditions:

Proffer #1 from rezoning case, C-68C-84 shall be deleted in its entirety and replaced with the following:

1. Uses of the property shall be limited to the following uses:
 - a. All uses permitted in the B-2 District.
 - b. Building material sales yard.
 - c. Dog boarding with daycare, grooming, and retail, provided any outdoor pens or enclosures shall be screened with privacy fencing in a manner approved by the Director of Planning.

The vote of the Board was as follows:

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

No: None

PUBLIC HEARINGS – OTHER ITEMS

303-19 Resolution - Amendments to the FY 2019-20 Annual Fiscal Plan: December 2019.

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

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

304-19 Ordinance - To Amend and Reordain Section 9-2 of the Code of the County of Henrico Titled "Precincts and polling places" by Changing the Polling Place of the Fairfield Precinct to the New Fairfield Library in the Fairfield District.

Mr. Nelson recognized Cathy Woodson and Bob Shippee from the Electoral Board, who were in the audience.

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

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

305-19 Ordinance - Vacation of Portion of Right-of-Way - Highland Park Annex Subdivision - Fairfield District.

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

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

306-19 Ordinance - Vacation of Building Line - Westham Subdivision - Tuckahoe District.

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.

307-19

Resolution - Signatory Authority - Deed of Lease and Operation and Maintenance Agreement - Belmont Golf Course - Fairfield District.

Neil Luther, Director of Recreation and Parks, asked the Board to consider a minor amendment to this resolution because of a change in the lease agreement that occurred during final negotiations. Both parties agreed to use a dedicated account to receive capital funds designated for course renovation, but the resolution before the Board erroneously referred to an escrow account. Mr. Tokarz advised the Board that the amendment mentioned by Mr. Luther would substitute the word “dedicated” for the word “escrow” in the two places where the word “escrow” appeared, in the second “WHEREAS” clause on page 2 of the resolution,

On motion of Mrs. O'Bannon, seconded by Mr. Thornton, and by unanimous vote, the Board approved this amendment.

In response to an inquiry by Mr. Thornton regarding how the renovated course as proposed will accommodate traditional 18-hole golfers, Mr. Luther explained that it will be a 12-hole traditional course and have an additional six holes with a par-three short course. Traditional golfers will have the option of playing multiple circuits on the 12-hole course or mix and match play on both the 12-hole course and the six-hole short course.

The following persons addressed the Board during the public hearing on this item:

Peter Grainger, a resident of the Fairfield District who was speaking on behalf of Preserve Belmont, thanked the superintendent of Belmont Golf Course and his staff for making improvements to the course during the past year and during difficult circumstances with a limited budget. He also thanked the Division of Recreation and Parks, Mr. Luther, division staffers Kim Schott and Catherine Latimer, Mr. Vithoulkas, the Board of Supervisors, Mr. Thornton, Mr. Schmitt, the community, the leadership team of Preserve Belmont, and Fairfield District resident Ron Stillwell for their participation in community meetings and involvement with the plan to renovate and maintain the course. Mr. Grainger said his initial reaction to the plan was lukewarm, but he hopes there will be further clarification and discussions.

Blake Freeman a resident of the Fairfield District, asked the Board to delay action on this item until more information on the viability of a 12-hole course and practice facility is presented to the public. He expressed concern that Belmont will lose traditional golfers during the one year the course will be closed for renovation under the proposed plan and that the renovated course will not be in keeping with the 18-hole Tillinghast golf course tradition.

Jon Hottinger, a resident of the Tuckahoe District and a member of the First Tee Board of Directors, spoke to the longevity and stability of First Tee's relationships with Chesterfield County and the City of Richmond. He also referred to the questionable viability of 18-hole golf courses, First Tee's mission, and Davis Love III's support for the proposed agreement, which will place responsibility with First Tee for developing, operating, and maintaining Belmont Golf Course on a not-for profit basis. Mr. Hottinger pointed out First Tee's 19-member board vetted and approved this agreement unanimously after doing due diligence. He thanked the Board for First Tee's opportunity to partner with the County and welcomed input from the community. Mr. Hottinger responded to questions from Mr. Schmitt concerning the design of 12-hole courses.

Mr. Stillwell, who lives adjacent to Belmont's 17th green, recognized Mr. Thornton, Mr. Schmitt, and Mr. Vithoulkas for their commitment to the community meetings and the process. He also thanked Mr. Luther and his team for doing challenging work with the community to keep the dialogue going and for coming up with a tremendous plan along with First Tee. He said the community is grateful there will continue to be golf at Belmont but has real concerns about the viability of a 12-hole-plus course structure and its future attractiveness to traditional golfers, including the members of Preserve Belmont.

Mr. Thornton commented on the synergy of the community and remarked he is optimistic that the new Belmont will be successful and more accessible to the community. He noted citizen input will be a component of the project. Mr. Schmitt agreed with Mr. Thornton's comments and said he believes in the community and in the direction in which the County is headed with private-public partnerships. He thanked Mr. Freeman, Mr. Grainger, and Mr. Stillwell for their presence, comments, and participation; Mr. Luther and his staff for developing this plan; Mr. Vithoulkas for starting the conversation; and Mr. Thornton and the Board for their work on the plan and seeing it through. Mr. Schmitt reviewed the benefits of the plan and all the boxes it checks for the community and its taxpayers, including retaining green space, improving and maintaining the County's investment in Belmont, reflecting historic design, preserving and improving access for the County's youth, an opportunity for an advisory council, allowing for better concession and dining amenities, adding practice facilities, and ensuring walking paths and interconnectivity to bicycle and multi-use trails.

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

PUBLIC COMMENTS (continued)

Arthur Garthwright, a resident of the Fairfield District, asked for the Board's assistance with concerns involving the Springdale area, including inoperable vehicles and businesses operating in residential neighborhoods. He also voiced concerns pertaining to the condition of Henrico Plaza and vacant commercial buildings on Cool Lane and suggested more

community revitalization incentives and police officers in the Laburnum Avenue/Mechanicsville Turnpike corridor.

GENERAL AGENDA

- 308-19 Resolution - Signatory Authority - Commonwealth's Development Opportunity Fund Performance Agreement - PPD Development, L.P. - Brookland District.

Anthony Romanello, Executive Director of the Economic Development Authority, responded to a question from Mrs. O'Bannon regarding this item.

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

- 309-19 Resolution - Award of Solar Power Purchase Agreement - Sun Tribe Solar LLC - Brookland, Three Chopt, and Varina Districts.

Mr. Vithoulkas recognized John Neal, Director of General Services, for his work on these agreements. Mr. Neal pointed out that Carrie Webster, Energy Manager for the Department of General Services, has been a tremendous help to the County in getting the agreements to where they are.

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

- 310-19 Resolution - Award of Contract - Whispering Pines and Commerce Acres Area Sewer Rehabilitation - Tuckahoe District.

Chip England, Director of Public Utilities, responded to questions from Mrs. O'Bannon.

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

- 311-19 Resolution - Award of Contract - Woodman Road Roundabout - Brookland and Fairfield Districts.

Steve Yob, Director of Public Works, responded to questions from Mr. Thornton and Mr. Schmitt.

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

- 312-19 Resolution - Amendment of Construction Contract - John Rolfe Parkway Sidewalk Improvements - Tuckahoe District.

Steve Yob, Director of Public Works, and Mr. Tokarz responded to questions from Mr. Branin.

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

313-19 Resolution - Declaring Additional Holiday for County Employees - December 23, 2019.

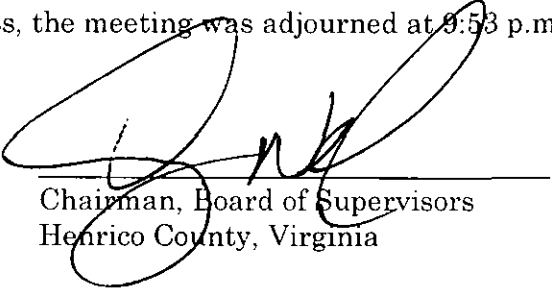
On motion of Mr. Branin, seconded by Mrs. O'Bannon, and by unanimous vote, the Board approved this item – see attached resolution.

314-19 Resolution - Acceptance of Roads - Three Chopt District.

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

Mr. Vithoukas noted that the item brought forward by Mrs. O'Bannon during the meeting's first public comment period did not have an agenda item number. He suggested to the Board that the item be numbered 315-19. Mr. Vithoukas confirmed for Mr. Nelson that an item that is not on the agenda can be brought forward for consideration by a Board member if there is a motion and a second. Mr. Nelson asked Mr. Vithoukas or Mr. Lawrence to send the Board the verbiage in the resolution now set out as Agenda Item No. 315-19 and voted on by the Board earlier in the meeting.

There being no further business, the meeting was adjourned at 9:53 p.m.



Chairman, Board of Supervisors
Henrico County, Virginia



COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 298-19

Page No. 1 of 2

Agenda Title: RESOLUTION – Expressing Appreciation to Michael L. Wade

For Clerk's Use Only:

Date: 12/10/2019

- ☒ 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

Branin, T. ☒ ☐ ☐
Nelson, T. ☒ ☐ ☐
O'Bannon, P. ☒ ☐ ☐
Schmitt, D. ☒ ☐ ☐
Thornton, F. ☒ ☐ ☐

WHEREAS, Michael L. Wade has held the office of Sheriff in Henrico County since January 1, 2000, and will retire on December 31, 2019; and

WHEREAS, Sheriff Wade has enjoyed an extraordinary 42-year public safety career with the County, including 22 years with the Police Division, where he rose to the rank of Command Sergeant and Supervisor of the School Resource and Drug Abuse Resistance Education (D.A.R.E.) officers for Henrico County Public Schools; and

WHEREAS, on October 10, 2017, the Board of Supervisors presented Sheriff Wade with a resolution commending him for four decades of exceptional service to the County and congratulating him on his 40th anniversary with the County; and

WHEREAS, since that time, Sheriff Wade has continued to work closely, cooperatively, and effectively with the Board of Supervisors, the County Manager, County agencies, his fellow constitutional officers, and community organizations in extending and refining programs that rehabilitate offenders and address substance use and mental health issues; and

WHEREAS, the Recovery in a Secure Environment (RISE) and Opiate Recovery by Intensive Tracking (ORBIT) programs created by Sheriff Wade have continued to grow, flourish, and positively influence many lives; and

WHEREAS, the Student Basic Jailor Academy spearheaded by Sheriff Wade in cooperation with Virginia Commonwealth University and Virginia Union University has been both popular and successful and has produced a better-educated and more career-oriented correctional staff while reducing personnel costs at the County's jails; and

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. 298-19

Page No. 2 of 2

Agenda Title: RESOLUTION – Expressing Appreciation to Michael L. Wade

WHEREAS, in 2018, Sheriff Wade was elected Chairman of the Virginia Alcohol Safety Action Program, the first non-legislator to hold this position; and

WHEREAS, although Sheriff Wade will be greatly missed upon his well-earned retirement, he is leaving in place a well-trained staff, innovative programs, and a humane jail environment that is focused more on rehabilitation than punishment; and

WHEREAS, Sheriff Wade can take great pride in his significant and long-enduring accomplishments.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Henrico County, Virginia, hereby expresses its heartfelt appreciation to Sheriff Michael L. Wade for his dedicated service and far-reaching public safety contributions and for operating modern and safe jail facilities during the past two decades.

BE IT FURTHER RESOLVED that this resolution shall be spread among the minutes of this meeting and a copy publicly presented to Sheriff Wade as a token of the Board's sincere gratitude.

Resolution



OF THE BOARD OF SUPERVISORS OF HENRICO COUNTY, VIRGINIA

Expressing Appreciation to Michael L. Wade

WHEREAS, Michael L. Wade has held the office of Sheriff in Henrico County since January 1, 2000, and will retire on December 31, 2019; and

WHEREAS, Sheriff Wade has enjoyed an extraordinary 42-year public safety career with the County, including 22 years with the Police Division, where he rose to the rank of Command Sergeant and Supervisor of the School Resource and Drug Abuse Resistance Education (D.A.R.E.) officers for Henrico County Public Schools; and

WHEREAS, on October 10, 2017, the Board of Supervisors presented Sheriff Wade with a resolution commending him for four decades of exceptional service to the County and congratulating him on his 40th anniversary with the County; and

WHEREAS, since that time, Sheriff Wade has continued to work closely, cooperatively, and effectively with the Board of Supervisors, the County Manager, County agencies, his fellow constitutional officers, and community organizations in extending and refining programs that rehabilitate offenders and address substance use and mental health issues; and

WHEREAS, the Recovery in a Secure Environment (RISE) and Opiate Recovery by Intensive Tracking (ORBIT) programs created by Sheriff Wade have continued to grow, flourish, and positively influence many lives; and

WHEREAS, the Student Basic Jailor Academy spearheaded by Sheriff Wade in cooperation with Virginia Commonwealth University and Virginia Union University has been both popular and successful and has produced a better-educated and more career-oriented correctional staff while reducing personnel costs at the County's jails; and

WHEREAS, in 2018, Sheriff Wade was elected Chairman of the Virginia Alcohol Safety Action Program, the first non-legislator to hold this position; and

WHEREAS, although Sheriff Wade will be greatly missed upon his well-earned retirement, he is leaving in place a well-trained staff, innovative programs, and a humane jail environment that is focused more on rehabilitation than punishment; and

WHEREAS, Sheriff Wade can take great pride in his significant and long-enduring accomplishments.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Henrico County, Virginia, hereby expresses its heartfelt appreciation to Sheriff Michael L. Wade for his dedicated service and far-reaching public safety contributions and for operating modern and safe jail facilities during the past two decades.

BE IT FURTHER RESOLVED that this resolution shall be spread among the minutes of this meeting and a copy publicly presented to Sheriff Wade as a token of the Board's sincere gratitude.



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

Agenda Item No. **303-19**
Page 1 of 7

Agenda Title: RESOLUTION - Amendments to the FY 2019-20 Annual Fiscal Plan: December 2019

For Clerk's Use Only: Date: <u>12/10/2019</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to:	BOARD OF SUPERVISORS ACTION Moved by (1) <u>O'Bannon</u> Seconded by (1) <u>Schnitt</u> (2) _____ (2) _____ REMARKS: APPROVED	<table style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left; padding: 2px;">YES</th> <th style="text-align: left; padding: 2px;">NO</th> <th style="text-align: left; padding: 2px;">OTHER</th> </tr> <tr> <td style="padding: 2px;">Branin, T. <input checked="" type="checkbox"/></td> <td style="padding: 2px;"><input type="checkbox"/></td> <td style="padding: 2px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Nelson, T. <input checked="" type="checkbox"/></td> <td style="padding: 2px;"><input type="checkbox"/></td> <td style="padding: 2px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">O'Bannon, P. <input checked="" type="checkbox"/></td> <td style="padding: 2px;"><input type="checkbox"/></td> <td style="padding: 2px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Schnitt, D. <input checked="" type="checkbox"/></td> <td style="padding: 2px;"><input type="checkbox"/></td> <td style="padding: 2px;"><input type="checkbox"/></td> </tr> <tr> <td style="padding: 2px;">Thornhill, F. <input checked="" type="checkbox"/></td> <td style="padding: 2px;"><input type="checkbox"/></td> <td style="padding: 2px;"><input type="checkbox"/></td> </tr> </table>	YES	NO	OTHER	Branin, T. <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"/>	Schnitt, D. <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Thornhill, F. <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
YES	NO	OTHER																		
Branin, T. <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"/>																		
Schnitt, D. <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																		
Thornhill, F. <input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>																		

WHEREAS, the Board of Supervisors of the County of Henrico, Virginia, held an advertised public hearing on December 10, 2019, to consider proposed amendments to the Annual Fiscal Plan for fiscal year 2019-20; and,

WHEREAS, those citizens who appeared and wished to speak were heard.

NOW, THEREFORE, BE IT RESOLVED by the Board that the Annual Fiscal Plan for fiscal year 2019-20 is amended and that such funds are appropriated and allocated for expenditure in the amounts and for the purposes indicated.

**AMENDMENT TO THE 2019-20
ANNUAL FISCAL PLAN FOR DECEMBER, 2019**

OPERATING FUNDS

FUND 0101 - GENERAL FUND - General Operating Fund

Department 05 - Commonwealth's Attorney

05001 - Commonwealth's Attorney

0000 00000	To appropriate funding to add three Assistant Attorney I positions to the Commonwealth's Attorney complement in January 2020. These positions are needed in order to address the increasing demands on the Commonwealth's Attorney's Office. This funding will come from the fund balance of the General Fund.	\$ 134,000
------------	--	------------

Department 13 - Fire

13115 - Logistics

0000 00000	To appropriate funding received from the Virginia Department of Fire Programs for the FY2020 State Fire Program - Aid to Localities. Funding will be used to purchase extrication equipment and personal protective equipment for the firefighters. The total appropriation for this program in fiscal year 2019-20 will be \$1,117,905 after this addition.	\$ 117,905
------------	--	------------

By Agency Head

[Signature]

m

By County Manager

[Signature]

Routing:

Yellow to: _____

Certified:

A Copy Teste: _____

Clerk, Board of Supervisors

Copy to: _____

Date: _____



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

Agenda Item No. **303-19**
Page 2 of 7

13115	– <u>Logistics</u>	\$ 123,000
0000 00000	To appropriate funding to replace obsolete apparatus equipment and tools on two pieces of apparatus to support the Division's ready reserve. This funding will come from the fund balance of the General Fund.	
Total Fire		\$ 240,905

Department 24 - Public Health		
24001	– <u>Public Health</u>	\$ 104,896
0000 00000	– To appropriate funding to cover Henrico's 45 percent share of the increased funds provided to Henrico's Public Health department by the State in the current fiscal year. This funding will come from the fund balance of the General Fund.	

Department 30 - Economic Development		
30001	– <u>Economic Development</u>	\$ 7,500
0000 00000	This amendment will provide funding of \$7,500 to landscape a new berm on White Oak Creek Drive. This funding will come from the fund balance of the General Fund.	
Total GENERAL FUND		\$ 487,301

FUND 1102 – SPECIAL REVENUE FUND - State and Federal Grants - County

Department 12 - Police

12800	– Grants	
0000 05198	– <u>Spay and Neuter Foundation</u>	\$ 1,096

The Commonwealth of Virginia, Department of Taxation has awarded the County of Henrico \$1,096, which was designated by Henrico citizens who voluntarily donated funds to the Spay and Neuter Foundation on their Virginia tax return. Once these funds are appropriated, the Division of Police will donate them to the local SPCA to support sterilization programs of dogs and cats.

0000 08885	– <u>JAG20</u>	66,656
------------	----------------	--------

To appropriate funding of \$66,656 received from the U.S. Department of Justice, Edward Byrne Memorial Justice Assistance Grant Program. These federal funds will be used to purchase ballistic shields, training rounds, investigative software, and mobile computers. No County matching funds are required.

Total Police	\$ 67,752
--------------	-----------

Department 13 - Fire

13800	– Grants	
0000 00000	To appropriate funding received from the Commonwealth of Virginia, Department of Health, Office of Emergency Medical Services. These funds will be used to purchase a behavioral health program for the Division.	\$ 12,360



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

Agenda Item No. **303-19**
Page 3 of 7

0000 08896 – FY19 SHSP Hazmat 48,000

To appropriate funding of \$48,000 received from the Virginia Department of Emergency Management for the 2019 State Homeland Security Program (SHSP) Grant. These federal funds are pass-through from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) and are being administered by the Commonwealth. This funding will be used to purchase personal protective equipment and HazMat equipment for the HazMat Team. No local match is required.

0000 08897 – FY19 SHSP Whole Community 21,000

To appropriate funding of \$21,000 received from the Virginia Department of Emergency Management for the 2019 State Homeland Security Program (SHSP) Grant. These federal funds are pass-through from the U.S. Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) and are being administered by the Commonwealth to support the Whole Community Preparedness Program. This grant provides funding for overtime and FICA costs associated with a CERT instructor as well as funding for CERT supplies, shirts, and File of Life magnets for distribution to the citizens. No local match is required.

0000 08899 – FY19 LEMPG 67,504

To appropriate funding from the 2019 Local Emergency Management Performance Grant (LEMPG) from the U.S. Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) as managed by the Virginia Department of Emergency Management. This funding will provide for a portion of the salary for the Emergency Management Coordinator and the remaining amount will be used for training and other supplies. This grant requires an in-kind local match of \$67,504, which will be fulfilled by Henrico County's Fire Emergency Management Coordinator's salary and benefits.

Total Fire	\$	148,864
Total Fund 1102 - Special Revenue Fund-State/Fed Grants-County	\$	216,616

FUND 1110 – SPECIAL REVENUE FUND - Mental Health and Developmental Services

Department 26 - Mental Health and Developmental Services

26108 – Medical Services

0000 00000 To appropriate one-time State funds to replace State general fund monies reduced as a result of Medicaid Expansion. State performance contract revenues from the Department of Behavioral Health and Developmental Services were reduced by \$294,968 in FY2019 and by \$664,385 in FY2020 to fund Medicaid Expansion. This is a one-time payment to restore a portion of the state fund reduction. \$ 183,312

1507 00000 – State SUD Medication Assisted Treatment Funds 130,000

To appropriate ongoing State Medication Assisted Treatment (MAT) for Opioid Use Disorder (OUD) funds. These funds will be used to hire a full time registered nurse to expand outpatient Office Based Opioid Treatment (OBOT) services.



COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 303-19
Page 4 of 7

26110	– Short Term Outpatient Services	
9569 00000	– <u>MH State STEP-VA Outpatient Services</u>	\$ 133,315
To appropriate ongoing STEP-VA needs based funding for Outpatient services. This is the second installment of STEP-VA funds to expand outpatient mental health and substance use disorder services to adults and children. These funds will be used for expanding the use of peer counselors and operating costs including interpreters and client assistance.		
Total Fund 1110 Special Revenue Fund - MH/DS		<u>\$ 446,627</u>
TOTAL SPECIAL REVENUE FUND		<u>\$ 663,243</u>

FUND 6301 - RISK MANAGEMENT FUND

Department 14 - Finance

14301	– <u>Risk Management</u>	
0000 00000	Funds are required to support anticipated expenses for the Workers' Compensation and Property/Liability programs for the fiscal year ending June 30, 2020. This appropriation is an estimate of what will be required for the balance of the fiscal year. Funds are to come from the Self-Insurance Reserve in the General Fund, via an interfund transfer to the Internal Service Fund.	\$ 5,200,000
Total OPERATING FUNDS		<u>\$ 6,350,544</u>

CAPITAL FUNDS

FUND 2101 – General Capital Projects Fund

Department 12 - Police

12999	– Police Capital Projects	
0000 08567	– <u>Police South Station</u>	\$ 285,000
This amendment will provide funding for the purchase of 11.2 acres of land on Airport Drive that is associated with the Police Division's South Station. Funds are to come from the fund balance in the General Fund via an interfund transfer to the Capital Projects Fund.		

Department 28 - Public Works

28004	– Construction	
0000 08883	– <u>Williamsburg Road Landscaping</u>	\$ 100,000
To appropriate funding to replace landscaping in the median of Williamsburg Road between Lewis Road and East Side Lane by installing new easily maintained plants. The new median landscaping will complement the Richmond International Airport's plantings used to screen and buffer the area. This project will remove all existing irregularly spaced vegetation and replace it with appropriately sized species providing a tree canopy and enhancing safety. Funds are to come from the fund balance in the General Fund via an interfund transfer to the Capital Projects Fund.		
Total 2101 - General Capital Projects Fund		<u>\$ 385,000</u>



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

Agenda Item No. **303-19**
Page 5 of 7

FUND 2111 – CAPITAL INITIATIVES FUND

Department 23 - Recreation and Parks

23101 – Director

0000 06239 – Twin Hickory Park

\$ 25,000

To appropriate funding for a picnic shelter at Twin Hickory Park. This project would provide a 20' by 20' gable structure over the existing concrete pad adjacent to the volleyball courts. Funds are to come from the fund balance in the General Fund via an interfund transfer to the Capital Projects Fund.

0000 06246 – Tuckahoe Creek Park Master Plan, Design, Construction

100,000

To appropriate funding for the second phase of Tuckahoe Creek's boardwalk system. Phase II will provide an additional 1,079 linear feet of boardwalk within the park and link Ridgely Park to Old Coach Lane. All work is consistent with the adopted master plan. Funds are to come from the fund balance in the General Fund via an interfund transfer to the Capital Projects Fund.

0000 08587 – Dunncroft-Castle Point Park Sprayground

27,000

To appropriate funding for a shade structure around the spray park at Dunncroft-Castle Point Park. The project will provide two cantilever shade structures. Funds are to come from the fund balance in the General Fund via an interfund transfer to the Capital Projects Fund.

0000 08888 – Deep Run Park Track Design

56,000

To appropriate funding for design, engineering, permitting, and construction costs of a paved bicycle pump track at Deep Run Park. The project is to be completed in cooperation with RVAMore, who has raised \$53,000 towards the project. Funds are to come from the fund balance in the General Fund via an interfund transfer to the Capital Projects Fund.

0000 08889 – Confederate Hills Pickleball Courts

75,000

To appropriate funding for the conversion of four existing tennis ball courts at Confederate Hills Recreation Center for pickleball. The project will include court repairs, acrylic resurfacing, new posts and nets, new color surfacing, and replacement black vinyl fencing. Funds are to come from the fund balance in the General Fund via an interfund transfer to the Capital Projects Fund.

0000 08890 – Freeman Softball Field Renovation

180,000

To appropriate funding for renovation of the softball field at Douglas S. Freeman High School. The project includes regrading and re-sprigging, installing a new irrigation system, and replacement fencing. Funds are to come from the fund balance in the General Fund via an interfund transfer to the Capital Projects Fund.



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

Agenda Item No. **303-19**
Page 6 of 7

0000 08891	- <u>Glen Allen HS Field Improvements</u>	76,000
	To appropriate funding for improvements to the existing batting cages and bullpens at Glen Allen High School. The project includes resurfacing the softball and baseball batting cages and bullpens with synthetic turf and replacing the caging. Funds are to come from the fund balance in the General Fund via an interfund transfer to the Capital Projects Fund.	
	Total Recreation and Parks	<hr/> \$ 539,000
Department 32 - Non-Departmental		
32001	- Non-Departmental	
0000 08514	- <u>Community Food Collaborative</u>	\$ 20,000
	This amendment will provide additional assistance to the Community Food Collaborative, a 501 (c) 3 organization that will support the Cornerstone Community Farm project at Fairfield Middle School. Funds are to come from the fund balance in the General Fund via an interfund transfer to the Capital Projects Fund.	
0000 08823	- <u>Varina HS - Athletic Items</u>	2,869
	This amendment will provide funding to purchase basketball uniforms for Varina High School. Funds are to come from the fund balance in the General Fund via an interfund transfer to the Capital Projects Fund.	
0000 08887	- <u>West End Manor Civic Association</u>	5,000
	This amendment will provide funding to the West End Manor Civic Association, a 501 (c) 3 organization. This funding will be used to make improvements to their community area. Funds are to come from the fund balance in the General Fund via an interfund transfer to the Capital Projects Fund.	
0000 08895	- <u>CID, Inc. - Community Garden</u>	6,500
	This amendment will provide funding to CID, Inc. This 501 (c) 3 organization maintains a community garden on County-owned property to support the needs of residents in the neighborhood and surrounding communities. This funding will support fencing the garden in order to provide protection and better define the property. Funds are to come from the fund balance in the General Fund via an interfund transfer to the Capital Projects Fund.	
	Total Non-Departmental	<hr/> \$ 34,369
Department 50 - Education		
50331	- Construction and Maintenance	
0000 08894	- <u>Godwin High School Bleacher Replacement</u>	\$ 193,000
	This amendment will provide funding for a full-scale replacement of the pull-out bleachers in the Godwin High School gym. The current bleachers were originally installed in 1980 and are in need of constant maintenance and repair. Funds are to come from the fund balance in the General Fund via an interfund transfer to the Capital Projects Fund.	
	Total Capital Initiatives Fund	<hr/> \$ 766,369



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

Agenda Item No. **303-19**
Page 7 of 7

FUND 2141 – COMMUNITY REVITALIZATION FUND

Department 38 - Community Revitalization

38999 – Community Revitalization Capital Projects

0000 08892 – Neighborhood Revitalization Initiatives \$ 250,000

To appropriate funding to support neighborhood revitalization efforts in the County. The County intends to enter into agreements with non-profit organizations who will (1) acquire a property; (2) renovate the home or build new; and (3) sell the home to an owner occupant(s). Funds are to come from the Community Revitalization Designation of General Fund balance, originally designated at \$2.0 million, via an interfund transfer to the Capital Projects Fund.

Total CAPITAL PROJECTS FUND

\$ 1,401,369

Total Amendments/Appropriations

\$ 7,751,913

COMMENTS: The Director of Finance recommends approval of this Board paper, and the County Manager concurs.



COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 304-19
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 Changing the Polling Place of the Fairfield Precinct to the New Fairfield Library in the Fairfield District

For Clerk's Use Only:

Date: 12/10/2019

- ☒ Approved
☐ Denied
☐ Amended
☐ Deferred to:

BOARD OF SUPERVISORS ACTION

Moved by (1) Thornton Seconded by (1) Branin
(2) _____ (2) _____

REMARKS:

APPROVED

YES NO OTHER

Branin, T.	<u>✓</u>	_____	_____
Nelson, T.	<u>✓</u>	_____	_____
O'Bannon, P.	<u>✓</u>	_____	_____
Schmitt, D.	<u>✓</u>	_____	_____
Thornton, F.	<u>✓</u>	_____	_____

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

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

By Agency Head

[Signature]

77

By County Manager

[Signature]

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 Changing the Polling Place of the Fairfield Precinct to the New Fairfield Library in the Fairfield District

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.

• • • •

(2) Fairfield Magisterial District.

• • • •

i. *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, 4004 1401 N. Laburnum Avenue.

• • • •

• • • •

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.

COUNTY OF HENRICO, VIRGINIA
ELECTORAL BOARD MEETING

October 5, 2019

The Henrico County Electoral Board convened a meeting on Saturday, October 5, 2019, at 11:30 a.m. in the Administration Building Annex, Henrico County Government Center, Parham and Hungary Spring Roads, Henrico County, Virginia. Those present at the meeting were:

PRESENT

Robert Shippee, Vice-Chair, Electoral Board
Cathy Woodson, Secretary, Electoral Board
Mark Coakley, General Registrar, Voter Registration and Elections
Anne Marie Middlesworth, Deputy Registrar, Voter Registration and Elections

Call to Order

The meeting was called to order by the Vice-Chair, at 11:32 a.m.

Moved polling place, Precinct 208 Fairfield to new Fairfield Library-Mark Coakley

On motion of Mrs. Woodson and seconded by Mr. Shippee and by unanimous vote the Electoral Board approved the relocation of the Fairfield Library voting precinct from 1001 North Laburnum Avenue to 1401 North Laburnum Avenue, Henrico, VA, 23223.

The vote of the Board was as follows:

Aye
Shippee
Woodson

Nay

Other business

None

Public Comment

None

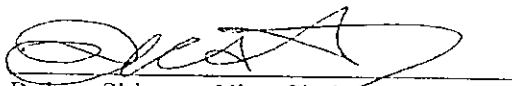
Adjournment


There being no further business, on the motion of Mrs. Woodson, seconded by Mr. Shippee, and by unanimous vote, the Board voted to adjourn the meeting at 11:40 a.m.

The vote of the Board was as follows:

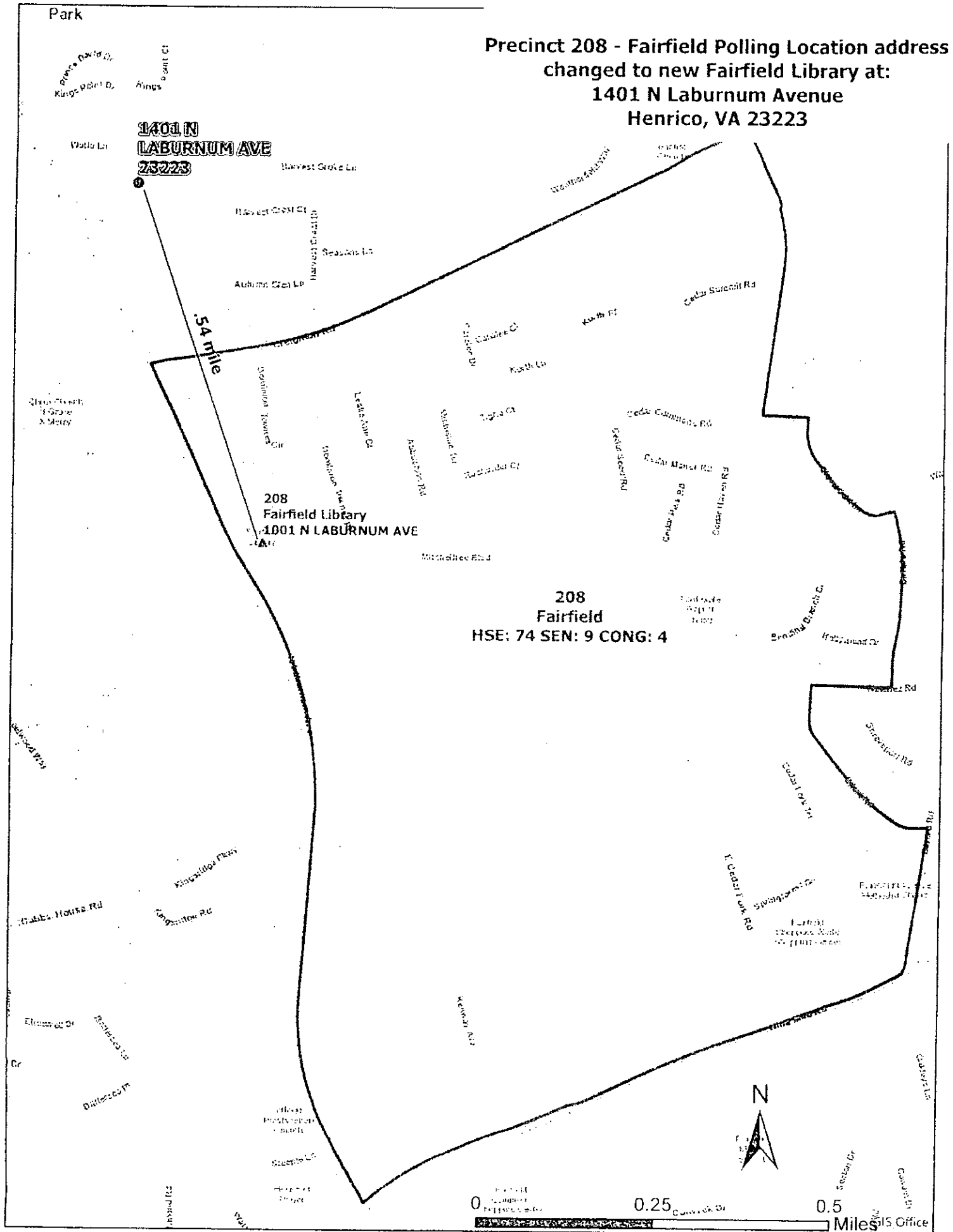
Aye
Shippee
Woodson

Nay


Robert Shippee, Vice-Chair


Cathy Woodson, Secretary

**Precinct 208 - Fairfield Polling Location address
changed to new Fairfield Library at:
1401 N Laburnum Avenue
Henrico, VA 23223**





COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 305-19

Page No. 1 of 2

Agenda Title: **ORDINANCE — Vacation of Portion of Right-of-Way — Highland Park Annex
Subdivision — Fairfield District**

For Clerk's Use Only:

Date: 12/10/2019

☒ Approved
☐ Denied
☐ Amended
☐ Deferred to:

BOARD OF SUPERVISORS ACTION

Moved by (1) Thomson Seconded by (1) Schmitt
(2) _____ (2) _____

REMARKS:

APPROVED

YES NO OTHER

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

WHEREAS, James T. Williams, Jr., the owner of Lots 1-15 in Block 8 and Lots 32-35 in Block 5 of Highland Park Annex subdivision; Susan C. Nicholson (a/k/a Susan D. Williams), the owner of Lots 1, 2, and 36 in Block 5 of Highland Park Annex subdivision; and Rocks and Roads, LLC, a Virginia limited liability company, the owner of Lots 30-31 in Block 5 of Highland Park Annex subdivision, have asked the County to vacate the portion of right-of-way for Jackson Avenue from Florida Avenue to Walnut Avenue; and,

WHEREAS, the plat of Highland Park Annex subdivision is recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia (the "Clerk's Office") in Plat Book 13, page 19; and,

WHEREAS, this Ordinance was advertised pursuant to Va. Code § 15.2-2204, and the Board held a public hearing on December 10, 2019; 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 portion of the right-of-way for Jackson Avenue from Florida Avenue to Walnut Avenue shown 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;

By Agency Head *Stan Davis* By County Manager *2/1/20*

Routing:
Yellow to: _____

Certified:

A Copy Teste: _____
Clerk, Board of Supervisors

Copy to: _____

Date: _____

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

Agenda Item No. 305-19
Page No. 2 of 2

**Agenda Title: ORDINANCE — Vacation of Portion of Right-of-Way — Highland Park
Annex Subdivision — Fairfield District**

- 3) the Clerk of the Circuit Court of Henrico County, Virginia (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;
- 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 JAMES T. WILLIAMS, JR., SUSAN C. NICHOLSON (a/k/a Susan D. Williams), and ROCKS AND ROADS, LLC, a Virginia limited liability company, 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 this request through the Departments of Planning, Public Utilities, and Public Works without objection.



COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 306-19

Page No. 1 of 2

Agenda Title: ORDINANCE — Vacation of Building Line — Westham Subdivision — Tuckahoe District

For Clerk's Use Only:

Date: 12/10/2019

☒ 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

	YES	NO	OTHER
Branin, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nelson, T.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
O'Bannon, P.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schmitt, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thornton, F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHEREAS, the owners of Lot 6 in Block EE of Westham subdivision, Christopher T. Noack and Kelly J. Noack, have asked the County to vacate the 50' front building line across their property; and,

WHEREAS, the plat of Westham subdivision is recorded in the Clerk's Office of the Circuit Court of Henrico County, Virginia (the "Clerk's Office") in Plat Book 22, page 72; and,

WHEREAS, this Ordinance was advertised pursuant to Va. Code § 15.2-2204, and the Board held a public hearing on December 10, 2019; 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 front building line on Lot 6, Block EE of Westham subdivision, which is labeled "50' Building Line" 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, Virginia (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 Steuere By County Manager 286

Routing:

Yellow to: _____

Certified:

A Copy Teste: _____
Clerk, Board of Supervisors

Copy to: _____

Date: _____

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

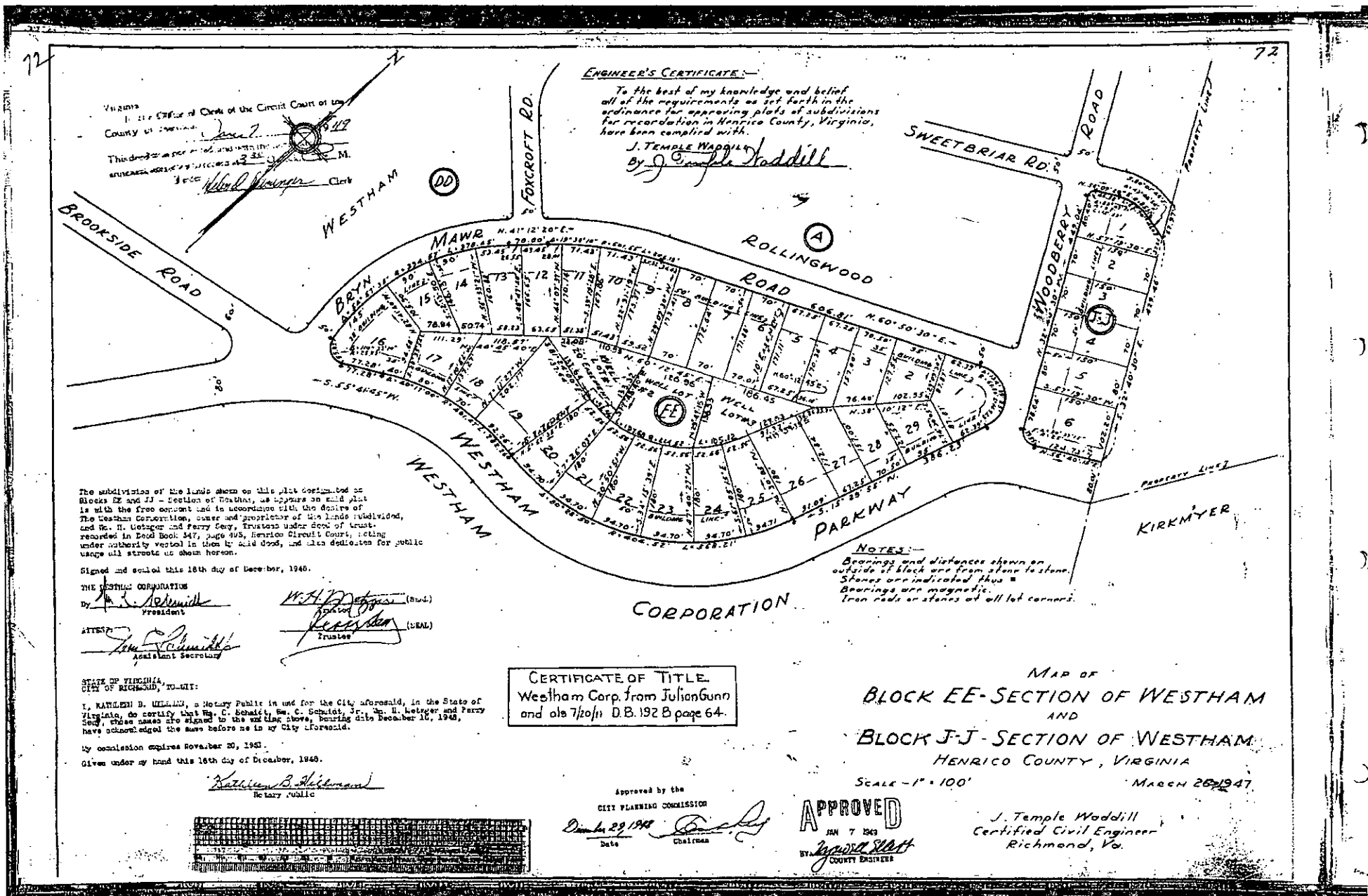
Agenda Item No. 306-19
Page No. 2 of 2

Agenda Title: ORDINANCE — Vacation of Building Line — Westham Subdivision — Tuckahoe District

- 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 CHRISTOPHER T. NOACK and KELLY J. NOACK, 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 this request through the Departments of Planning, Public Utilities, and Public Works without objection.

EXHIBIT A





COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 307-19

Page No. 1 of 2

Agenda Title: RESOLUTION — Signatory Authority — Deed of Lease and Operation and Maintenance Agreement — Belmont Golf Course — Fairfield District

For Clerk's Use Only:

Date: 12/10/2019

- ☒ Approved
☐ Denied
☐ Amended
☐ Deferred to:

BOARD OF SUPERVISORS ACTION

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

REMARKS: as amended
The amendments substitute the word
"dedicated" for "easement" in the second
"WHEREAS" clause on page 2.

YES NO OTHER

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

WHEREAS, the County owns property at 1600 Hilliard Road, known as the Belmont Golf Course, as well as approximately 6.1 acres of undeveloped real property at 7202 Brook Road adjacent to the Belmont Golf Course (the "Additional Property"); and,

WHEREAS, on August 26, 2019, the County issued Request for Proposal No. 19-1903-8CHS seeking proposals from qualified entities to enter into a long-term lease and operation and maintenance agreement for Belmont Golf Course; and,

WHEREAS, five firms submitted proposals, and after reviewing the written proposals the Selection Committee interviewed the following entities:

Richmond First Tee
Belmont Golf 2020

WHEREAS, the Selection Committee chose Richmond First Tee as the top-ranked firm for negotiation of a lease and operation and maintenance agreement; and,

WHEREAS, the County and Richmond First Tee have negotiated a Deed of Lease and Operation and Maintenance Agreement (the "Agreement") for the Belmont Golf Course, including the related facilities and areas shown on the attached Exhibit A, and the Additional Property; and,

By Agency Head

Eli Luba

By County Manager

JB

Routing:

Yellow to: _____

Certified:

A Copy Teste: _____

Copy to: _____

Clerk, Board of Supervisors

Date: _____



COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 30719
Page No. 2 of 2

Agenda Title: RESOLUTION — Signatory Authority — Deed of Lease and Operation and Maintenance Agreement — Belmont Golf Course — Fairfield District

WHEREAS, the initial term of the Agreement is 20 years beginning on January 1, 2020, and the parties may renew the Agreement for additional five-year periods upon the approval of the Board of Supervisors; and,

WHEREAS, the County will contribute \$750,000 to a ~~general~~ ^{dedicated} account for its share of the cost of renovating Belmont Golf Course after Richmond First Tee has contributed at least \$3,250,000 to the ~~general~~ ^{dedicated} account for its share of the cost of renovations; and,

WHEREAS, Richmond First Tee will otherwise be solely responsible for developing, operating, and maintaining Belmont Golf Course on a not-for-profit basis; and,

WHEREAS, Richmond First Tee will work with Henrico County Public Schools and the Henrico County Police Athletic League to provide, at no charge, facilities, supplies, and instructional support for a youth golf program designed to introduce and develop the game of golf for Henrico County youth; and,

WHEREAS, the County will not collect any lease payment or percentage of revenue from Richmond First Tee during the duration of the Agreement; and,

WHEREAS, this resolution was advertised pursuant to Section 15.2-1813 of the Code of Virginia, 1950, as amended, and a public hearing was held on December 10, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that the County Manager is authorized to execute a deed of lease and operation and maintenance agreement with Richmond First Tee as summarized above, in a form approved by the County Attorney.

Comments: The Directors of Recreation and Parks, Purchasing, and Real Property recommend approval of this Board paper; the County Manager concurs.

DEED OF LEASE
AND OPERATION AND MAINTENANCE AGREEMENT
FOR BELMONT GOLF COURSE

This Deed of Lease and Operation and Maintenance Agreement (the “Agreement”) is entered into as of December __, 2019, by and between the County of Henrico, Virginia (the “County”) and Richmond First Tee, a Virginia non-stock corporation (“RFT”), for the leasing, operation, and maintenance of the golf facility known as the Belmont Golf Course (the “Facility”), located at 1600 Hilliard Road and 7202 Brook Road in the County of Henrico, Virginia (the “Property”).

WHEREAS, the County issued Request for Proposal No. 19-1903-8CHS, dated August 26, 2019, titled “Lease and Operate Belmont Golf Course”; and

WHEREAS, RFT submitted a proposal dated October 1, 2019, to lease and operate the Facility; and

WHEREAS, the County selected RFT to lease and operate the Facility; and

WHEREAS, RFT has represented to the County that it is a 501(c)(3) not for profit organization and has formed a Board of Directors and staff capable of providing the financial and professional support necessary to sustain the successful operation of a golf course facility in Henrico County, Virginia; and

WHEREAS, the County and RFT desire to establish a unique leisure and public golf learning facility in the County to make golf available to people of all diversities and social strata, particularly children and young people who otherwise may not have any opportunity to learn to play the game; and

WHEREAS, the County and RFT desire to enter into a deed of lease and operation and maintenance agreement to establish the terms for the leasing, operation, and maintenance of the Facility.

NOW, THEREFORE, for and in consideration of the premises and the terms and conditions set forth herein, the parties agree as follows:

ARTICLE I

DEFINITIONS

- 1.1 For the purposes of this Agreement, the following defined terms shall hereinafter have the meanings specified below:
- A. “County” shall mean the County of Henrico, Virginia.
 - B. “RFT” shall mean Richmond First Tee, a Virginia non-stock corporation and a not for profit entity pursuant to Section 501(c)(3) of the Internal Revenue Code.

- C. "TFT" shall mean The First Tee, a division of World Golf Foundation, Inc., a Florida Non Profit Corporation.
- D. "Property" shall mean that certain real estate located in the County of Henrico, Virginia, at 1600 Hilliard Rd, Henrico, Virginia, and 7202 Brook Road, Henrico, Virginia. A more particular identification of the Property is attached as Exhibit A.
- E. "Facility" shall mean the Belmont Golf Course, including certain related facilities and premises, and any existing or future improvements thereon, including a golf course, driving range with appropriate irrigation, practice green, and clubhouse/pro shop and concession facilities, which are located on the Property. For clarity, the Belmont Recreation Center, the Belmont tennis courts, and the parking areas are not part of the Facility. A more particular identification of the Facility is attached as Exhibit B.
- F. "Work" shall mean any renovation, development, or other construction at the Facility by RFT.

ARTICLE II

TERM AND PURPOSE; RENT; ACCESS

- 2.1 The County leases the Facility to RFT, and RFT leases the Facility from the County, for an initial term of twenty (20) years beginning on January 1, 2020 (the "Commencement Date"). The parties may renew the Agreement for additional five-year periods provided the County determines that RFT has, during the initial and any renewal terms, consistently operated and maintained the Facility in compliance with the terms of this Agreement. Each party shall provide written notice of its interest to renew this Agreement for an additional term at least ninety (90) days prior to the expiration of the current term. The County's consent to any renewal shall be subject to the approval of the County's Board of Supervisors.
- 2.2 RFT represents that it has inspected the Property, determined that it is suitable for its intended purposes, and accepts the Facility AS-IS. This Agreement is contingent upon RFT maintaining and complying with all necessary zoning, building, environmental, and other approvals (including permits) from appropriate agencies.
- 2.3 The County will not collect any lease payment or percentage of revenue from RFT during the duration of the Agreement.
- 2.4 The County and its officers, employees, and agents shall have the right to enter the Facility to conduct inspections of the Facility at reasonable times upon forty-eight (48) hours prior notice to RFT. The County shall make reasonable efforts to minimize any interference with RFT's operation of the Facility during any inspections.

- 2.5 Except as otherwise may be provided herein, the Property shall be used solely in connection with the operation and maintenance of a public golf facility and related programs by RFT.

ARTICLE III

OPERATION AND MAINTENANCE OF THE FACILITY

- 3.1 RFT shall operate and maintain the Facility on the Property at its sole cost and expense. The design of the Facility and the construction of any related improvements shall be the responsibility of RFT.
- 3.2 RFT acknowledges the County's right and obligation, at the County's sole cost and expense, to continue to maintain, monitor, improve, extend, or replace existing utilities on the Property in accordance with applicable laws.
- 3.3 The parties agree that the parking areas are shared between all uses on the Property and provided on a first-come-first-available basis for all patrons of the Property; provided, however, at all times, the County shall reasonably cooperate with RFT's efforts to schedule sufficient parking spaces to support RFT's operation of the Facility.
- 3.4 Prior to any Work at the Facility, RFT shall select qualified architects, engineers, and contractors to: (a) prepare all necessary specifications, reports, and plans for the Work (the "Plans"); and (b) perform and supervise such Work. RFT shall submit proposed Plans to the County's Director of Recreation and Parks for review and comment by appropriate County departments. RFT will reasonably address the County's comments to the Plans, and RFT shall submit final Plans to the Director for approval prior to the performance of any Work on the Facility.
- 3.5 Prior to any Work, RFT shall provide a standard contractor's payment bond, letter of credit, or other surety in amount and form acceptable to the County, in its reasonable discretion, which shall guarantee any future Work on the Facility and which shall be released following the County's receipt of evidence of payment and verification that all payments for Work performed have been made. RFT shall not cause or permit any monetary liens or encumbrances to attach to the Facility or the Property, except as may exist against the Property as of the Commencement Date and except as caused or permitted by the County. Subject to the County's right to review and approve the terms of any deed of trust and any related loan documents to be recorded against RFT's interest in the Property, RFT may secure financing for its operation of the Facility against RFT's leasehold interest under this Agreement. Any leasehold deed of trust granted by RFT shall be subject and subordinate to all rights and interests of the County, and the leasehold deed of trust shall encumber only RFT's interest in this Agreement and leasehold estate created by this Agreement and shall not be an encumbrance or lien on the County's fee interest in the Property. Except as may be approved by the County, RFT shall promptly cause any such liens or encumbrances to be released.

- 3.6 RFT shall be responsible, at its sole expense, for securing all necessary approvals and permits for any future Work on the Facility and for all related fees for such approvals and permits.
- 3.7 RFT shall be responsible for, at its sole expense, the payment of all necessary utility services, including, but not limited to, natural gas, water, wastewater, stormwater, and electricity at the Facility for the duration of this Agreement.
- 3.8 Regarding any future construction, RFT shall not be responsible for delays due to acts of God, stormy or inclement weather, delays in the issuance of timely requested environmental or construction permits, or acts by others or circumstances which are reasonably beyond its control.
- 3.9 At its sole expense, RFT shall maintain the Facility (or cause the Facility to be maintained) in good order, in sanitary and safe condition, and in accordance with high-quality industry standards. RFT shall ensure that all aspects of operations and maintenance are performed by qualified staff or contractors in a professional manner. RFT shall utilize a qualified Golf Course Superintendent who is a member of the Golf Course Superintendent's Association of America and who is a licensed chemical applicator.

ARTICLE IV

COUNTY ASSISTANCE WITH DEVELOPMENT AND OPERATIONS

- 4.1 The County shall request that its Board of Supervisors appropriate funds for a one-time initial capital contribution of SEVEN-HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00) towards RFT's Pre-Opening Renovations of the Facility (as described in Article VIII below) within thirty (30) days of the later of (a) the Commencement Date; and (b) the County's receipt of confirmation and reasonable documentation that RFT has deposited its initial capital contribution (no less than \$3,250,000.00) for the Pre-Opening Renovations into a dedicated account controlled by RFT (the "RFT Account").

Following appropriation of the funds by the County's Board of Supervisors, the County will deposit its share of the initial capital contribution into the RFT Account, which funds may be withdrawn in RFT's sole discretion, as long as such funds are used solely for the Pre-Opening Renovations to the Facility.

- 4.2 The County will reasonably cooperate with RFT to maintain in existence current directional signage for the Facility adjacent to nearby freeways and major roadway locations. The County shall permit RFT to maintain in existence current entrance signage for the Facility. As it deems appropriate, the County will include and feature the Facility in its marketing materials. RFT agrees to acknowledge the County's support and sponsorship in its marketing materials.
- 4.3 The County will reasonably cooperate with RFT to potentially realize any opportunities for reducing RFT's operation and maintenance costs of the Facility, without incurring any additional cost to the County.

- 4.4 The County will reasonably cooperate with RFT to address any security issues such as security lighting, fencing, and increased police patrol of the Facility. Any agreement by the parties to share costs associated with such security improvements shall be in writing and signed by both parties.
- 4.5 To the extent practical, the County will reasonably support the provision of public transportation to the Facility.
- 4.6 In a manner consistent with its policies, practices, and plans, the County will seek to improve adjoining and surrounding County-owned properties and public County roads.
- 4.7 The County will ensure that the parking areas located on the Property are maintained, repaired, resurfaced, and replaced as necessary in good, clean, and safe condition, so as to not detract from RFT's operation of the Facility.
- 4.8 The parties agree that the County's obligations under this Article IV are expressly subject to: (a) the receipt of any necessary approvals from the Board of Supervisors of Henrico County, Virginia; and (b) annual appropriations by the Board of Supervisors of Henrico County, Virginia.

ARTICLE V

INSURANCE AND INDEMNIFICATION

- 5.1 RFT shall provide and keep in full force and effect during the period that this Agreement is in effect the kinds and amounts of insurance prescribed in this paragraph and Exhibit C, and RFT shall further comply with all other provisions of this paragraph. Such insurance shall be provided and kept in full force by insurance companies authorized to do business in the Commonwealth of Virginia and acceptable to the County. All premiums and other costs of such insurance shall be paid by RFT. The insurance policy and Certificate of Insurance shall be signed by duly authorized representatives of such insurance companies in the Commonwealth of Virginia and shall be countersigned by duly authorized local agents of such companies. RFT shall not be required to furnish the County with copies of the insurance contracts required by this paragraph unless requested by the County. RFT shall provide a Certificate of Insurance issued by such insurance companies in which the company shall irrevocably warrant that the insurance is provided to enable RFT to comply with and provide the required insurance. The insolvency or bankruptcy of any of the insured shall not release the insurer from its obligation to satisfy claims otherwise within the coverage of such policies. Within five (5) business days after the Commencement Date, RFT shall furnish the Director of Recreation and Parks and the County's Risk Manager with an original Certificate of Insurance for each of the following:
 - A. Commercial General Liability Insurance with a combined single limit of not less than \$2,000,000 per occurrence.

- B. Statutory Worker's Compensation and Employer's Liability with the Alternate Employers Endorsement WC 000301. If any employee of RFT is not subject to the provisions of the Virginia Workers' Compensation Act, RFT shall nevertheless insure payment of the same compensation to such employee as is provided for by the Virginia Workers' Compensation Act.
 - C. Other insurance as may be reasonably required based upon the nature of this Agreement. Additional insurance requirements are attached as Exhibit C.
 - D. All insurance contracts shall be written or endorsed so as to preclude the exercise of the right of subrogation against the County.
- 5.2 RFT shall defend, indemnify, and hold harmless the County (including Henrico County Public Schools) and its officers, agents, and employees (the "Indemnified Parties") from any claims, damages, suits, actions, liabilities, and costs (including reasonable attorneys' fees) arising out of any act or omission of RFT or RFT's contractors, subcontractors, and agents on the Property, provided that such liability is not attributable to the County's sole negligence. RFT's indemnification obligation shall survive expiration or termination of this Agreement.

ARTICLE VI

OPERATION AND MANAGEMENT OF THE FACILITY

RFT shall operate, manage, and use the Facility in accordance with the following:

- 6.1 RFT shall use good faith efforts to ensure that the Facility shall be open to the general public on a schedule approved by the County with business hours and tee times dedicated for children in accordance with the goals and standards of The First Tee program. For the avoidance of doubt, the Facility may be closed from time to time for maintenance, renovation, and events consistent with the operation of a "first-class" public golf course facility. RFT shall notify the County in advance of scheduled closings of three or more consecutive days. RFT shall operate and manage the Facility at its sole cost and expense, including, but not limited to:
- A. Operating a tee sheet reservation system (or substantial equivalent);
 - B. Providing and maintaining at the Facility a fleet of golf carts and other equipment customary to the operation, management, and maintenance of a public golf course;
 - C. Managing and operating a food and beverage operation and retail pro shop at the Facility as are customary for a public golf course; and
 - D. Employing at the Facility a PGA Class A Golf Professional (or substantial equivalent, such as a graduate of a reputable golf course management program) in good standing.

RFT may sell and permit the consumption of alcoholic beverages at the Facility as part of its food and beverage operations, subject to approval by the County's Board of Supervisors and provided that RFT obtains all required licensing and obtains Liquor Liability insurance with a limit of not less than \$1,000,000 per occurrence.

- 6.2 A published fee schedule (including, without limitation, green fees, driving range fees, event fees and similar charges) shall be established by RFT with the intent of having the lowest youth fees available in the local market for comparable facilities. RFT shall have the right to change the published fee schedule at any time, without notice, in its sole discretion.
- 6.3 RFT shall partner with Henrico County Public Schools and the Henrico County Police Athletic League to provide, at no charge, facilities and instructional support for a youth golf program designed to introduce the evidence-based First Tee Life Skills Curriculum and develop the game for Henrico County youth. RFT shall reasonably cooperate with Henrico County Public Schools and the Henrico County Police Athletic League to identify and provide supplies for such youth programs; provided, however, RFT shall not be required to provide golf equipment, such as golf clubs and golf balls. Support shall include both basic instructional and advanced competitive opportunities for youth in elementary through high school. RFT shall make the golf course available for use at no charge by Henrico County Public Schools high school golf teams. All of RFT's obligations in this Section 6.3 shall be subject to mutually-agreeable scheduling and the rules and regulations of RFT, including, without limitation, with respect to Facility capacity and operation.
- 6.4 RFT's books and records shall be kept in accordance with generally accepted accounting principles. RFT shall be allowed to establish reasonable capital and operational reserves consistent with the operation of a "first-class" public golf course facility. Any revenues generated from fundraising, sponsorships, Facility use, Facility usage fees, and other sources may be designated for use by RFT for such other nonprofit purposes as RFT deems appropriate and consistent with its corporate purpose. If not publicly available at Guidestar.org or its replacement, RFT shall provide to the County annually a full third-party financial audit of all operating revenue and expenditures for the County's review.
- 6.5 From and after the Commencement Date until the expiration or earlier termination of this Agreement, the County shall have the right to appoint a representative to the RFT Board of Directors, which representative shall be subject to approval by the County and RFT and compliance with RFT's by-laws.
- 6.6 RFT shall operate the Facility in compliance with all applicable federal, state, and local laws and regulations, including conditions of zoning and applicable civil rights and accessibility legislation.
- 6.7 RFT shall pay, prior to delinquency, all taxes on its personal property located at the Facility and all real estate taxes attributable to its leasehold interest in the Facility.
- 6.8 RFT shall continue to identify the Facility as "Belmont Golf Course." However, subject to County approval, RFT may rename the Facility during the initial term or any renewal term of this Agreement.

ARTICLE VII

ENVIRONMENTAL

- 7.1 RFT shall be responsible for obtaining, maintaining, and complying with all environmental approvals and permits necessary to operate the Facility. RFT shall be responsible for any financial penalties imposed as a result of its failure to obtain, maintain, or comply with any such permits or approvals.
- 7.2 RFT shall maintain the Facility and grounds at all times so that (i) there are no "Hazardous Substances," as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C Section 9601, et seq. as amended, at or on the Property, except pre-existing Hazardous Substances and those listed on an inventory furnished to and approved by the County, if any, which shall be kept current by RFT and shall identify the type, quantity, and location of each such Hazardous Substance; (ii) there is not a release or threat of release of any Hazardous Substance caused or permitted by RFT; (iii) the County shall not be subject to liability to any person because of the presence of (A) stored, leaked or spilled petroleum products, (B) underground storage tanks or (C) an accumulation of rubbish, debris, or other solid waste, or because of the presence, release, threat of release, discharge, storage, treatment, generation or disposal of any "hazardous waste" (as defined by the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 et seq.; as amended) caused or permitted by RFT. RFT shall be responsible for the release of Hazardous Substances it may cause or permit.

Notwithstanding any other provision in this Agreement to the contrary, it is expressly understood, and the parties agree, that RFT shall not be responsible for the existence of Hazardous Substances that occurred on the Property before the Commencement Date or any release of such Hazardous Substances.

- 7.3 RFT shall develop, maintain, and comply with a Virginia Department of Conservation and Recreation Certified Nutrient Management Plan, including all necessary updates. RFT shall provide to the County a copy of its Certified Nutrient Management Plan, including all updates.
- 7.4 RFT shall not perform any maintenance or land-disturbing activities in the areas designated and marked as environmental areas by the Henrico County Department of Public Works. The outer bounds of these environmental areas are shown on the attached Exhibit D as "Use Metal U-Posts & Rope to Denote Limits of Buffer".
- 7.5 RFT shall develop, maintain, and comply with a Stormwater Pollution Prevention Plan, including all necessary updates. RFT shall provide to the County a copy of its Stormwater Pollution Prevention Plan, including all updates. In the alternative, RFT may adopt and follow the County's current Stormwater Pollution Prevention Plan for the Facility.
- 7.6 The County reserves the right to inspect and monitor the environmental condition of the Property during the term of this Agreement to ensure that RFT complies with federal, state, and local environmental regulations and laws and the terms of this Agreement.

ARTICLE VIII

PRE-OPENING RENOVATIONS

- 8.1 The parties acknowledge and agree that RFT will temporarily close the Facility on January 1, 2020, to perform capital renovations (the "Pre-Opening Renovations"). The parties acknowledge and agree that RFT will re-open the Facility upon completion of the Pre-Opening Renovations. RFT will make diligent efforts to complete the Pre-Opening Renovations and re-open by the end of the second quarter of calendar year 2021.
- 8.2 As described in Section 4.1, the parties will deposit upfront capital contributions for the Pre-Opening Renovations into the RFT Account. RFT will contribute no less than THREE MILLION TWO-HUNDRED FIFTY THOUSAND DOLLARS (\$3,250,000.00). Subject to the conditions set forth in Section 4.1, the County will contribute SEVEN-HUNDRED FIFTY THOUSAND DOLLARS (\$750,000.00). RFT shall use these funds exclusively for the Pre-Opening Renovations.

ARTICLE IX

TERMINATION

9.1 **Termination.**

This Agreement shall automatically terminate:

- A. At the expiration of the initial term or the then-current renewal term unless the parties agree to renew the Agreement in accordance with Section 2.1 of this Agreement;
- B. Upon RFT's failure to comply with the terms and conditions of this Agreement (after any notice or cure period provided in this Agreement);
- C. In the event RFT discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies or bonds; or
- D. In the event the County, after giving one hundred eighty (180) days prior written notice to RFT that the County intends to market the Property for sale (or if the Property is unmarketed, then after notice to RFT that the County has received an offer to purchase the Property which the County intends to accept), sells the Property to a third party (unless the third party assumes this Agreement and RFT attorns to such third party).

In addition, RFT shall have the right, but not the obligation, to terminate this Agreement upon thirty (30) days' written notice to the County (a) in the event the County's Board fails to appropriate funds pursuant to Section 4.1 of this Agreement (provided that RFT shall make its election within thirty (30) days of such non-appropriation), or (b) upon the County's failure to comply with the terms and conditions of this Agreement (after any notice or cure period provided in this Agreement).

9.2 **Cure Periods.**

In the event that RFT fails to comply with the terms and conditions of this Agreement, the County shall give RFT written notice of such default. RFT shall have ninety (90) days from the date of receipt of such notice to cure the default, or if a cure cannot reasonably be made within ninety (90) days, to initiate a cure within ninety (90) days and diligently pursue a cure thereafter, failing which the County shall have the right to terminate this Agreement and/or enter the Property and operate and maintain the Facility. In the event that the County fails to comply with the terms and conditions of this Agreement, RFT shall give the County written notice of such default. The County shall have ninety (90) days from the date of receipt of such notice to cure the default, or if a cure cannot reasonably be made within ninety (90) days, to initiate a cure within ninety (90) days and diligently pursue a cure thereafter, failing which RFT shall have the right to terminate this Agreement or exercise self-help rights to cure the default by the County and recover the reasonable costs of the same from the County.

9.3 **Reversion of Property; Improvements; Personal Property.**

- A. **Improvements.** Should this Agreement expire or be terminated for any reason, the Facility and all improvements thereon shall revert to and be the property of the County. RFT shall return all keys and vacate the Facility in good, ready-to-use, condition. RFT shall deliver the Facility and all fixtures and improvements to the County free from any monetary liens or encumbrances (except encumbrances caused or consented to by the County).
- B. **Personal Property.** RFT shall be responsible for the removal of its personal property at the expiration or termination of this Agreement and shall repair any damage caused during such removal or pay the cost for such repair.

9.4 **Recovery of Cost of Pre-Opening Renovations.**

Without prejudice to any other rights it may have, the County shall have the right to terminate this Agreement for convenience and without cause by giving one hundred eighty (180) days prior written notice to RFT. If this Agreement is terminated for any reason prior to the end of the initial term of twenty (20) years beginning on the Commencement Date, except for the reasons stated in subsections 9.1.B and 9.1.C, the County shall compensate RFT for the costs incurred by RFT in completing the Pre-Opening Renovations to the Facility on a pro-rated basis in accordance with the formula set forth below:

Amount Owed to RFT = [Cost of Pre-Opening Renovations - \$750,000.00]

Multiplied by

[(Number of Days Remaining in Initial Term of Agreement at Time of Termination) / (Total Number of Days in the Initial Term of the Lease)].

Within six (6) months of completing the Pre-Opening Renovations, RFT shall provide the County with written notification of the total Cost of Pre-Opening Renovations and written documentation showing RFT incurred such costs.

ARTICLE X

MISCELLANEOUS

10.1 Use of "The First Tee" Name by Authorization Only

Notwithstanding any provision in this Agreement to the contrary, in the event RFT fails to conform to the standards required of RFT in any agreements between TFT and RFT, or in the event the County retakes possession of the Facility, or in the event a third party takes possession or ownership of the Facility or interest of RFT, the County and the Facility shall not be entitled to, and shall not, utilize the name of "The First Tee" or a logo thereof in marketing or identifying the Facility without obtaining the express prior written consent of TFT.

10.2 Notices

Any notices to be provided to a party under this Agreement shall be given in writing by first-class certified mail, postage prepaid, directed to:

County

Director of Recreation and Parks
County of Henrico, Virginia
6800 Staples Mill Road
Henrico, VA 23228

with a copy to:

County Attorney's Office
County of Henrico, Virginia
P. O. Box 90775
Henrico, VA 23273-0775

Richmond First Tee

Brent Schneider
CEO
The First Tee Greater Richmond
9211 Forest Hill Avenue, Suite 104
Richmond, Virginia 23235

10.3 **Dispute Resolution**

A. **Governing Law**

All issues and questions concerning the construction, enforcement, interpretation, and validity of this Agreement, or the rights and obligations of the County and RFT in connection with this Agreement, shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Virginia, without giving effect to any choice of law or conflict of laws rules or provisions, whether of the Commonwealth of Virginia or any other jurisdiction, that would cause the application of the laws of any jurisdiction other than those of the Commonwealth of Virginia.

B. **Construction and Interpretation**

Each of the parties has had the opportunity to have its legal counsel review this Agreement on its behalf. If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the parties. Neither the form of this Agreement, nor any language herein, shall be construed or interpreted in favor of or against either party hereto as the sole drafter thereof.

C. **Forum and Venue Choice**

Any and all disputes, claims, and causes of action arising out of or in connection with this Agreement, or any performances made hereunder, shall be brought, and any judicial proceeding shall take place, only in the Circuit Court of the County of Henrico, Virginia. RFT accepts the personal jurisdiction of any court in which an action is brought pursuant to this article for purposes of that action and waives all jurisdiction- and venue-related defenses to the maintenance of such action.

10.4 **Severability**

If any provision of this Agreement is deemed unenforceable by the Circuit Court of the County of Henrico or any other court with jurisdiction to hear matters raised by this Agreement, the remainder of this Agreement shall not be affected thereby.

10.5 **Disclaimer**

No provision of this Agreement shall be construed or interpreted as creating a pledge of the faith and credit of the County within the meaning of any constitutional debt limitation. No provision of this Agreement shall be construed or interpreted as delegating governmental powers nor as a donation or a lending of the credit of the County within the meaning of the Virginia Constitution. This Agreement shall not directly or indirectly obligate the County for any fiscal year in which this Agreement shall be in effect nor to make any payments beyond those appropriated in the sole discretion of the County's Board of Supervisors. No provision of this Agreement shall be construed to pledge or to create a lien on any class or

source of the County's moneys, nor shall any provision of the Agreement restrict to any extent prohibited by law, any action or right of action on the part of any Board of Supervisors. To the extent of any conflict between this section and any other provision of this Agreement, this section takes priority.

10.6 **Representatives Not Individually Liable**

No member, commissioner, supervisor, trustee, officer, official, representative, employee, director or partner or their respective successors or assigns of the County or RFT shall be personally liable in the event of any default or breach of any obligation under the terms of this Agreement. However, the provisions of this paragraph shall not release the parties thereto from any of their obligations hereunder.

10.7 **Non-Waiver**

No party hereto shall be deemed to have waived the exercise of any right hereunder unless such waiver is made expressly and in writing, and no such waiver of any such right in any one instance shall be deemed a waiver as to any other instance of any other right.

10.8 **No Third-Party Beneficiaries**

Notwithstanding any other provision of this Agreement, the County and RFT hereby agree that: (i) no individual or entity shall be considered, deemed or otherwise recognized to be a third-party beneficiary of this Agreement; (ii) the provisions of this Agreement are not intended to be for the benefit of any individual or entity other than the County or RFT; (iii) no individual or entity shall obtain any right to make any claim against the County or RFT under the provisions of this Agreement; and (iv) no provision of this Agreement shall be construed or interpreted to confer third-party beneficiary status on any individual or entity. For purposes of this section, the phrase "individual or entity" means any individual or entity, including, but not limited to, individuals, contractors, subcontractors, vendors, sub-vendors, assignees, licensors and sub-licensors, regardless of whether such individual or entity is named in this Agreement.

10.9 **Incorporation of Required Virginia Public Procurement Act Provisions**

To the extent applicable, RFT shall comply with the following mandatory provisions of the Virginia Public Procurement Act (Va. Code § 2.2-4300 et seq.), which are incorporated by reference and made a part of this Agreement:

- A. Section 2.2-4311 ("Employment discrimination by contractor prohibited; required contract provisions").
- B. Section 2.2-4311.1 ("Compliance with federal, state, and local laws and federal immigration law; required contract provisions").
- C. Section 2.2-4311.2 ("Compliance with state law; foreign and domestic businesses authorized to transact business in the Commonwealth").

- D. Section 2.2-4312 ("Drug-free workplace to be maintained by contractor; required contract provisions").
- E. Section 2.2-4342 ("Public inspection of certain records").
- F. Section 2.2-4343.1 ("Permitted contracts with certain religious organizations; purpose; limitations").
- G. Section 2.2-4354 ("Payment clauses to be included in contracts").
- H. Article 6 of the Virginia Public Procurement Act ("Ethics in Public Contracting").

10.10 **Incorporation of Exhibits**

All of the Exhibits attached hereto are hereby incorporated into this Agreement and made a part hereof.

10.11 **Headings**

The headings in this Agreement are for purposes of convenience only and shall not modify or enlarge the interpretation of the text of this Agreement. The words "herein," "hereof" and "hereunder" and other words of similar import shall refer to this Agreement as a whole and not to a particular Article, Section, Subsection or Paragraph.

10.12 **Completeness; Modification**

This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated hereby and supersedes all prior discussions, understandings, agreements and negotiations between the parties hereto. In the event of any conflicts or inconsistencies between this Agreement and any prior proposals, drafts of this Agreement, or communications between the parties, the provisions of this Agreement shall control. This Agreement may be modified only by a written instrument duly executed by the parties hereto.

10.13 **No Partnership**

This Agreement does not and shall not be construed to create a partnership, joint venture or any other relationship between the parties hereto except the relationship specifically established hereby.

10.14 **Assignment; Subcontracts**

RFT shall not assign its leasehold interest in the Facility or any portion thereof. RFT shall not subcontract any of its operation, management, or maintenance obligations under this Agreement without the prior written approval of the County, which will not be unreasonably withheld. However, RFT shall remain fully liable and responsible for the work to be performed by its subcontractors and shall ensure compliance with all the

requirements of this Agreement.

10.15 Consents and Approvals

Wherever in this Agreement a party has the right to consent to or approve a proposed action by the other party, such consent, or approval or denial thereof shall be provided in writing in a timely manner.

10.16 Force Majeure

If either party is unable to perform its obligations under this Agreement due to acts of God or circumstances beyond its reasonable control, such obligations shall be suspended as long as those circumstances persist, provided that the delayed party promptly notifies the other party of the delay and the causes. The delayed party shall take reasonable steps to resume performance as soon as possible.

10.17 Attorneys' Fees

Each party shall be responsible for its own attorneys' fees arising out of, or incidental to, the negotiation of this Agreement, its performance and interpretation, and any dispute between the parties.

10.18 Memorandum of Lease

This Agreement shall not be recorded except that the County and RFT agree to execute and record a Memorandum of Lease concurrently with the execution of this Agreement in the form attached hereto as Exhibit E.

10.19 Personal Property and Equipment

From and after the Commencement Date, RFT shall have the right to use any personal property and equipment of the County located at the Facility. Prior to re-opening of the Facility after completion of the Pre-Opening Renovations, the County and RFT shall agree upon and cause to be donated to RFT certain personal property and equipment of the County located at the Facility, which shall be subject to approval by the County's Board of Supervisors. RFT accepts any such personal property or equipment located at the Facility as of the Commencement Date or donated to RFT by the County in its AS-IS condition. Any such personal property or equipment donated to RFT by the County shall be used solely for operation and maintenance of the Facility until the end of its useful life, at which time RFT shall convey to the County and the County shall accept and remove from the Facility such personal property or equipment.

**[INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE AND EXHIBITS FOLLOW]**

IN WITNESS WHEREOF, the parties have caused this Deed of Lease and Operation and Maintenance Agreement to be executed under seal in their corporate names by their duly authorized officers.

COUNTY OF HENRICO

RICHMOND FIRST TEE

By: _____(SEAL)

John A. Vithoukas
County Manager

By: _____(SEAL)

Brent Schneider
Executive Director

Agenda Item No. 307-19
December 10, 2019

ATTEST:

ATTEST:

By: _____

Barry R. Lawrence
Clerk

By: _____

Name: _____
Title: _____

APPROVED AS TO FORM:

By: _____

Ryan P. Murphy
Assistant County Attorney

APPROVED AS TO CONTENT:

By: _____

Neil Luther
Director of Recreation & Parks

EXHIBIT A

(Identification of the Property)

1600 Hilliard Road, Henrico, Virginia (GPIN 782-748-8946) shown outlined in purple.

7202 Brook Road, Henrico, Virginia (GPIN 784-750-6778) shown outlined in red.

EXHIBIT B

(Description of the leased areas and facilities; the Facility)

The leased areas and facilities constitute the Facility. The Facility includes:

1. Belmont Golf Course;
2. The areas shown shaded yellow on the aerial photograph in this Exhibit B:
 - A. Belmont Pro Shop;
 - B. Snack Bar;
 - C. Cart Barn;
 - D. Maintenance Building;
 - E. Storage Shed (located behind the tennis courts);
 - F. Golf Staff Office Annex (excluding the classroom space);
 - G. Restroom/Concession facility;
 - H. Northern Picnic Pavilion;
 - I. Active Pump House;
 - J. Old Pump House;
 - K. South Storage Shed;
 - L. South Picnic Pavilion.
3. 7202 Brook Road, Henrico, Virginia (GPIN 784-750-6778) (shown outlined in red on the drawing in Exhibit A).

NOTE: The Belmont Recreation Center, the Belmont tennis courts, and all parking areas located on the Property are not part of the Facility.

EXHIBIT C

(Insurance Requirements)

EXHIBIT D

(Map of Environmental Areas)

EXHIBIT E

(Memorandum of Lease)

Prepared by:

County Attorney's Office
County of Henrico, Virginia
P.O. Box 90775
Henrico, Virginia 23273

Return to:

Real Property Department
County of Henrico, Virginia
P.O. Box 90775
Henrico, Virginia 23273

GPIN 784-750-6778 and Portion of GPIN 782-748-8946

**MEMORANDUM OF DEED OF LEASE AND OPERATION AND MAINTENANCE
AGREEMENT**

THIS MEMORANDUM OF DEED OF LEASE AND OPERATION AND MAINTENANCE AGREEMENT (this "Memorandum") is entered into as of December __, 2019, by and between **COUNTY OF HENRICO, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "County"), and for the purposes of indexing, **GRANTOR**, and **RICHMOND FIRST TEE**, a Virginia non-stock corporation ("RFT"), and for the purposes of indexing, **GRANTEE**.

RECITALS

A. The County is the owner of two parcels of land located in Henrico County, Virginia, which parcels are commonly known as 7202 Brook Road (GPIN 784-750-6778) and 1600 Hilliard Road (GPIN 782-748-8946).

B. The County and RFT have entered into that certain Deed of Lease and Operation and Maintenance Agreement for Belmont Golf Course dated of even date herewith (the "Agreement") with respect to 7202 Brook Road (GPIN 784-750-6778) and a portion of 1600 Hilliard Road (GPIN 782-748-8946) and further identified on Exhibit A attached hereto (the "Facility"). All capitalized terms used herein but not defined herein shall have the meanings given to them in the Agreement.

C. This Memorandum is executed for the purpose of recordation in the Office of the Clerk of the Circuit Court of Henrico County, Virginia, in order for the County and RFT to give public notice of the Agreement and shall not be construed, to define, limit or modify the Agreement.

AGREEMENTS

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Names and Addresses of the Parties.

Lessor's Name: County of Henrico, Virginia
Lessor's Address: 6800 Staples Mill Road
Henrico, Virginia 23228
Attention: Director, Department of Recreation and Parks

Lessee's Name: Richmond First Tee
Lessee's Address: 9211 Forest Hill Avenue, Suite 104
Richmond, Virginia 23235
Attention: Brent Schneider, CEO

3. Term of Agreement. The County leases the Facility to RFT, and RFT leases the Facility from the County, for an initial term of twenty (20) years beginning on January 1, 2020. The parties may renew the Agreement for additional five-year periods provided the County determines that RFT has, during the initial and any renewal terms, consistently operated and maintained the Facility in compliance with the terms of the Agreement. Each party shall provide written notice of its interest to renew the Agreement for an additional term at least ninety (90) days prior to the expiration of the current term. The County's consent to any renewal shall be subject to the approval of the County's Board of Supervisors.

4. Conflicts with the Agreement. All terms, conditions, provisions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. In the event of a conflict between the terms of the Agreement and the terms of this Memorandum, the terms of the Agreement shall control.

5. Counterparts. This Memorandum may be executed in counterparts and when all the counterpart signature pages are taken together, this Memorandum shall constitute one instrument.

[Signatures are set forth on the following page]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed on the day and year first above written.

COUNTY OF HENRICO

By: _____ (SEAL)

John A. Vithoukas
County Manager

Agenda Item No. 307-19
December 10, 2019

ATTEST:

By: _____

Barry R. Lawrence
Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____

Ryan P. Murphy
Assistant County Attorney

By: _____

Neil Luther
Director of Recreation and Parks

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO, to-wit:

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in the County and Commonwealth aforesaid, on December ____, 2019, by John A. Vithoukas, as the County Manager of County of Henrico, Virginia, on behalf of the County.

Notary Public

My Commission Expires: _____

Notary Registration Number: _____

RICHMOND FIRST TEE, a Virginia non-stock corporation

By: _____ (SEAL)
Brent Schneider
Executive Director

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in the City and Commonwealth aforesaid, on December ___, 2019, by Brent Schneider, as Executive Director of Richmond First Tee, a Virginia non-stock corporation, on behalf of the corporation.

Notary Public

My Commission Expires: _____
Notary Registration Number: _____

EXHIBIT A

The Facility consists of:

PARCEL 1

All of the property known as 7202 Brook Road, Henrico, Virginia (GPIN 784-750-6778) and

BEING the same property conveyed to the County of Henrico, Virginia, by deed dated August 23, 2006, from Hanover Associates Limited Partnership, a Virginia limited partnership, recorded September 11, 2006, in Deed Book 4196, page 1141, in the Clerk's Office of the Circuit Court for the County of Henrico, Virginia.

And

PARCEL 2

All of the property known as 1600 Hilliard Road, Henrico, Virginia (GPIN 782-748-8946) and

BEING the same property conveyed to the County of Henrico, Virginia:

A. By deed dated July 29, 1977, from Hermitage County Club, Inc., a Virginia corporation, recorded August 1, 1977, in Deed Book 1726, page 330, in the Clerk's Office of the Circuit Court for the County of Henrico, Virginia;

B. By deed dated May 11, 1988, from Richard D. Kline, as Personal Representative and Executor of the Estate of George M. Kline, and Babette W. Kline, recorded May 24, 1988, in Deed Book 2133, page 757, in the Clerk's Office of the Circuit Court for the County of Henrico, Virginia; and

C. By deed dated May 31, 1994, from Virginia Electric and Power Company, a Virginia corporation, recorded August 5, 1994, in Deed Book 2537, page 761, in the Clerk's Office of the Circuit Court for the County of Henrico, Virginia.

Less and Except the following areas and improvements on Parcel 2: The Belmont Recreation Center (including its patio), the Belmont tennis courts, the classroom space in the Golf Staff Office Annex, and all parking areas located on the Property.

**COUNTY OF HENRICO
INSURANCE SPECIFICATIONS**

The following insurance coverages and limits are required in order to provide goods, services, construction, professional and non-professional services to Henrico County general government agencies and Henrico County Public Schools. These requirements are specific to this procurement and may or may not be the same for future requests.

Please be sure and review the Additional Requirements Section

The Successful Offeror shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the Successful Offeror, and shall deliver a Certificate of Insurance from carriers licensed to do business in the Commonwealth of Virginia and that is representative of the insurance policies. The Certificate shall show that the policy has been endorsed to add the County of Henrico and Henrico County Public Schools named as an additional insured for the Commercial General Liability coverage. **The certificate must not show in the description of operations section that it is issued specific to any bid, job, or contract.** The coverage shall be provided by a carrier(s) rated not less than "A-" with a financial rating of at least VII by A.M. Best or a rating acceptable to the County. In addition, the Successful Offeror shall agree to give the County a minimum of 30 days prior notice of any cancellation or material reduction in coverage.

Workers' Compensation

Statutory Virginia Limits

Employers' Liability Insurance - \$100,000 for each Accident by employee
\$100,000 for each Disease by employee
\$500,000 policy limit by Disease

Commercial General Liability

\$1,000,000 each occurrence including contractual liability for specified agreement
\$1,000,000 each occurrence for Liquor Liability
\$2,000,000 General Aggregate (other than Products/Completed Operations)
\$2,000,000 General Liability-Products/Completed Operations
\$1,000,000 Personal and Advertising injury
\$ 100,000 Fire Damage Legal Liability

Commercial All Risk Property including Equipment Breakdown.

To insure all buildings on a replacement cost basis that will be occupied in conjunction of this lease, as identified in Section III.A. The estimated replacement cost of these buildings is \$3,000,000. Deductible should not be more than \$10,000 per occurrence and Loss Payable clause should be in favor of The County.

Business Automobile Liability – including owned, non-owned and hired car coverage

Combined Single Limit - \$1,000,000 each accident

Umbrella Liability

\$2,000,000 Per Occurrence and in the aggregate

Additional Requirements

In addition to the requirements above, the Successful Offeror shall thoroughly review the scope of work that is included and if any of the following are included in the services that will be provided, the following additional insurance will be required, if checked:

- ☐ **Professional Liability - \$2,000,000 Per Occurrence (or limit in accordance with Statute for Medical Professional)**
Required if the Scope includes providing advice or consultation including but not limited to: lawyers, bankers, physicians, programming, design (including construction design), architects & engineers and others who require extensive education and/or licensing to perform their duties.
- ☐ **Cyber Liability - \$2,000,000 Per Occurrence**
Required if the Scope includes the collection and electronic transmittal of Protected Health Information (PHI), or any other demographic data on individuals including but not limited to Name, Address, Social Security Numbers or any other sort of personally identifying information.
- ☐ **Abuse and Molestation Coverage - \$1,000,000 Per Occurrence**
Required if the scope of work includes the offering of professional or non-professional services to any child or student where one on one contact or consultation is to be provided.
- ☒ **Pollution Liability - \$1,000,000 Per Occurrence**
Coverage is required for operations specific to that of the operation and maintenance of a golf course for both fueling of golf carts (if applicable) in addition to the maintenance of greens.
- ☐ **Explosion, Collapse & Underground Coverage (XCU)**
Required of a Contractor in limits equal to the General Liability Limit when the Scope includes any operations involving Blasting, any work underground level including but not limited to wires, conduit, pipes, mains, sewers, tanks, tunnels, or any excavation, drilling, or similar work.
- ☐ **Builders Risk Coverage**
Required if the scope of work includes the ground up construction of a structure. Limit of insurance shall be 100% of the completed value of the structure. For projects for the renovation of an existing structure, The County shall ensure the Builder's Risk with the Contractor being responsible for the first \$10,000 of any claim.

Prepared by:

County Attorney's Office
County of Henrico, Virginia
P.O. Box 90775
Henrico, Virginia 23273

Return to:

Real Property Department
County of Henrico, Virginia
P.O. Box 90775
Henrico, Virginia 23273

GPIN 784-750-6778 and Portion of GPIN 782-748-8946

**MEMORANDUM OF DEED OF LEASE AND OPERATION AND MAINTENANCE
AGREEMENT**

THIS MEMORANDUM OF DEED OF LEASE AND OPERATION AND MAINTENANCE AGREEMENT (this "Memorandum") is entered into as of December __, 2019, by and between **COUNTY OF HENRICO, VIRGINIA**, a political subdivision of the Commonwealth of Virginia (the "County"), and for the purposes of indexing, **GRANTOR**, and **RICHMOND FIRST TEE**, a Virginia non-stock corporation ("RFT"), and for the purposes of indexing, **GRANTEE**.

RECITALS

A. The County is the owner of two parcels of land located in Henrico County, Virginia, which parcels are commonly known as 7202 Brook Road (GPIN 784-750-6778) and 1600 Hilliard Road (GPIN 782-748-8946).

B. The County and RFT have entered into that certain Deed of Lease and Operation and Maintenance Agreement for Belmont Golf Course dated of even date herewith (the "Agreement") with respect to 7202 Brook Road (GPIN 784-750-6778) and a portion of 1600 Hilliard Road (GPIN 782-748-8946) and further identified on Exhibit A attached hereto (the "Facility"). All capitalized terms used herein but not defined herein shall have the meanings given to them in the Agreement.

C. This Memorandum is executed for the purpose of recordation in the Office of the Clerk of the Circuit Court of Henrico County, Virginia, in order for the County and RFT to give public notice of the Agreement and shall not be construed, to define, limit or modify the Agreement.

AGREEMENTS

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

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Names and Addresses of the Parties.

Lessor's Name: County of Henrico, Virginia
Lessor's Address: 6800 Staples Mill Road
Henrico, Virginia 23228
Attention: Director, Department of Recreation and Parks

Lessee's Name: Richmond First Tee
Lessee's Address: 9211 Forest Hill Avenue, Suite 104
Richmond, Virginia 23235
Attention: Brent Schneider, CEO

3. Term of Agreement. The County leases the Facility to RFT, and RFT leases the Facility from the County, for an initial term of twenty (20) years beginning on January 1, 2020. The parties may renew the Agreement for additional five-year periods provided the County determines that RFT has, during the initial and any renewal terms, consistently operated and maintained the Facility in compliance with the terms of the Agreement. Each party shall provide written notice of its interest to renew the Agreement for an additional term at least ninety (90) days prior to the expiration of the current term. The County's consent to any renewal shall be subject to the approval of the County's Board of Supervisors.

4. Conflicts with the Agreement. All terms, conditions, provisions and covenants of the Agreement are incorporated in this Memorandum by reference as though fully set forth herein, and the Agreement and this Memorandum shall be deemed to constitute a single instrument or document. In the event of a conflict between the terms of the Agreement and the terms of this Memorandum, the terms of the Agreement shall control.

5. Counterparts. This Memorandum may be executed in counterparts and when all the counterpart signature pages are taken together, this Memorandum shall constitute one instrument.

[Signatures are set forth on the following page]

IN WITNESS WHEREOF, the parties have caused this Memorandum to be executed on the day and year first above written.

COUNTY OF HENRICO

By: _____ (SEAL)
John A. Vithoulikas
County Manager

Agenda Item No. 307-19
December 10, 2019

ATTEST:

By: _____
Barry R. Lawrence
Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
Ryan P. Murphy
Assistant County Attorney

By: _____
Neil Luther
Director of Recreation and Parks

COMMONWEALTH OF VIRGINIA
COUNTY OF HENRICO, to-wit:

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in the County and Commonwealth aforesaid, on December ____, 2019, by John A. Vithoulikas, as the County Manager of County of Henrico, Virginia, on behalf of the County.

Notary Public

My Commission Expires: _____
Notary Registration Number: _____

RICHMOND FIRST TEE, a Virginia non-stock corporation

By: _____ (SEAL)
Brent Schneider
Executive Director

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me, the undersigned Notary Public, in the City and Commonwealth aforesaid, on December __, 2019, by Brent Schneider, as Executive Director of Richmond First Tee, a Virginia non-stock corporation, on behalf of the corporation.

Notary Public

My Commission Expires: _____
Notary Registration Number: _____

EXHIBIT A

The Facility consists of:

PARCEL 1

All of the property known as 7202 Brook Road, Henrico, Virginia (GPIN 784-750-6778) and

BEING the same property conveyed to the County of Henrico, Virginia, by deed dated August 23, 2006, from Hanover Associates Limited Partnership, a Virginia limited partnership, recorded September 11, 2006, in Deed Book 4196, page 1141, in the Clerk's Office of the Circuit Court for the County of Henrico, Virginia.

And

PARCEL 2

All of the property known as 1600 Hilliard Road, Henrico, Virginia (GPIN 782-748-8946) and

BEING the same property conveyed to the County of Henrico, Virginia:

A. By deed dated July 29, 1977, from Hermitage County Club, Inc., a Virginia corporation, recorded August 1, 1977, in Deed Book 1726, page 330, in the Clerk's Office of the Circuit Court for the County of Henrico, Virginia;

B. By deed dated May 11, 1988, from Richard D. Kline, as Personal Representative and Executor of the Estate of George M. Kline, and Babette W. Kline, recorded May 24, 1988, in Deed Book 2133, page 757, in the Clerk's Office of the Circuit Court for the County of Henrico, Virginia; and

C. By deed dated May 31, 1994, from Virginia Electric and Power Company, a Virginia corporation, recorded August 5, 1994, in Deed Book 2537, page 761, in the Clerk's Office of the Circuit Court for the County of Henrico, Virginia.

Less and Except the following areas and improvements on Parcel 2: The Belmont Recreation Center (including its patio), the Belmont tennis courts, the classroom space in the Golf Staff Office Annex, and all parking areas located on the Property.

Exhibit A

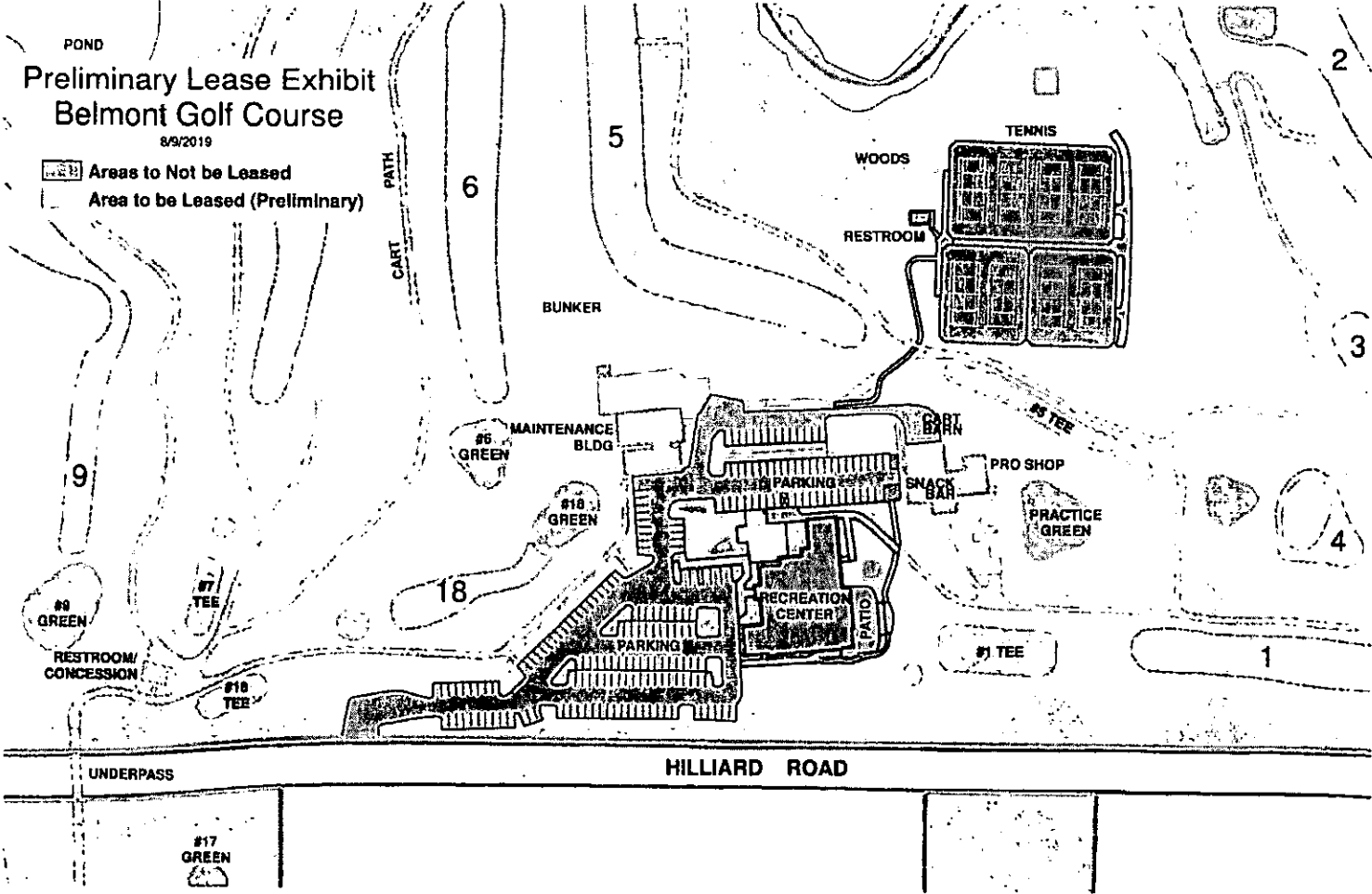


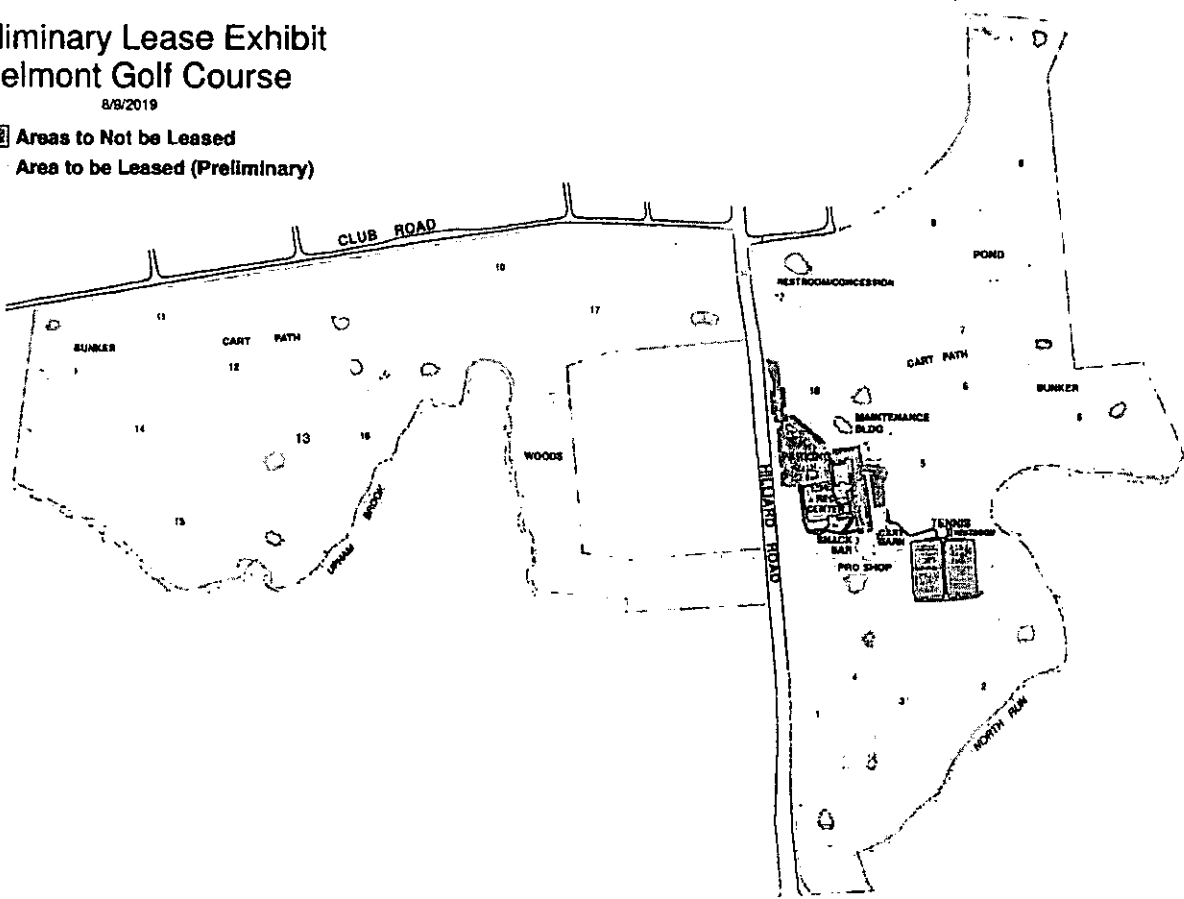


Exhibit A

Preliminary Lease Exhibit
Belmont Golf Course

8/9/2019

-  Areas to Not be Leased
-  Area to be Leased (Preliminary)





COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 30819

Page No. of

Agenda Title: RESOLUTION – Signatory Authority – Commonwealth’s Development Opportunity Fund
Performance Agreement – PPD Development, L.P. – Brookland District

For Clerk’s Use Only:

Date: 12/10/2019

☒ Approved

☐ Denied

☐ Amended

☐ Deferred to:

BOARD OF SUPERVISORS ACTION

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

REMARKS:

APPROVED

YES NO OTHER

Branin, T. ☒ ☐ ☐

Nelson, T. ☒ ☐ ☐

O'Bannon, P. ☒ ☐ ☐

Schmitt, D. ☒ ☐ ☐

Thornton, F. ☒ ☐ ☐

WHEREAS, the Virginia Economic Development Partnership Authority (“VEDP”) and Governor of Virginia have awarded a \$675,000 grant from the Commonwealth’s Development Opportunity Fund (“COF Grant”) to the County to induce PPD Development, L.P. (“PPD”) to expand its facilities and operations in the Dabney-Westwood area of the County; and,

WHEREAS, the COF Grant requires a 1:1 local match that the Henrico County Economic Development Authority (“EDA”) will pay in the form of performance-based grants (“EDA Grant”) pursuant to an agreement between the EDA and PPD; and,

WHEREAS, in return for the grant, PPD will: (1) make a capital investment of at least \$63,700,000 at its bioanalytics facility in the County; (2) maintain the existing 876 jobs in the County; and (3) create and maintain at least 200 new jobs in the County by March 21, 2023; and,

WHEREAS, the County, EDA, PPD, and VEDP have negotiated a performance agreement related to the COF Grant that the EDA approved at its regular meeting on November 21, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that it authorizes the County Manager to execute the performance agreement among the County, the EDA, PPD, and VEDP in a form approved by the County Attorney.

Comments: The Executive Director of the EDA and the EDA recommend approval of this Board paper, and the County Manager concurs.

By Agency Head

m

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. 310-19
Page No. 1 of 2

Agenda Title: **RESOLUTION — Award of Contract — Whispering Pines and Commerce Acres Area Sewer Rehabilitation — Tuckahoe District**

For Clerk's Use Only:

Date: 12/10/2019

- ☐ Approved
☐ Denied
☐ Amended
☐ Deferred to:

BOARD OF SUPERVISORS ACTION

Moved by (1) O'Bannon Seconded by (1) Boani
(2) _____ (2) _____

REMARKS

APPROVED

YES NO OTHER

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

WHEREAS, the County received four bids on October 29, 2019, in response to Invitation to Bid No. 19-1912-8JOK and Addendum No. 1 for the Whispering Pines and Commerce Acres Area (SH-15, Part 2, Phase 2) Sewer Rehabilitation project; and,

WHEREAS, the project will rehabilitate approximately 10,275 linear feet of 8-inch diameter sanitary sewer pipe and will replace approximately 1,900 linear feet of 8-inch diameter sanitary sewer pipe located in the Whispering Pines and Commerce Acres subdivisions in the area approximately bounded by Sunnybrook Road (north), West Broad Street (east), Capehart Road (south), and Capehart Road/Biscayne Road (west); and,

WHEREAS, the bids were as follows:

<u>Bidders</u>	<u>Bid Amount</u>
C.T. Purcell Excavating, Inc. Montpelier, VA	\$ 2,114,827
Enviroscape, Inc. Sandston, VA	\$ 3,056,100
G.L. Howard, Inc. Rockville, VA	\$ 3,310,050
Tidewater Utility Construction, Inc. Suffolk, VA	\$ 4,750,000

WHEREAS, C.T. Purcell Excavating, Inc. withdrew its bid in compliance with the bid withdrawal procedures in the Invitation to Bid; and,

WHEREAS, after a review and evaluation of all bids received, it was determined that Enviroscape, Inc. is the lowest responsive and responsible bidder with a bid of \$3,056,100.

By Agency Head C. B. Ellis Jr. 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. 310-19
Page No. 2 of 2

Agenda Title: **RESOLUTION — Award of Contract — Whispering Pines and Commerce Acres Area Sewer Rehabilitation — Tuckahoe District**

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

1. The contract is awarded to Enviroscope, Inc., the lowest responsive and responsible bidder, in the amount of \$3,056,100, pursuant to Invitation to Bid No.19-1912-8JOK, Addendum No. 1, and the bid submitted by Enviroscope, Inc.
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 change orders within the scope of the project budget not to exceed 15% of the original contract amount.

Comment: Funding will be provided by the Water and Sewer Revenue Fund. The Director of Public Utilities and the Purchasing Director recommend approval of the Board paper, and the County Manager concurs.



COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 311-19

Page No. 1 of 2

Agenda Title: Resolution — Award of Contract — Woodman Road Roundabout — Brookland and Fairfield Districts

For Clerk's Use Only:

Date: 12/10/2019

☒ Approved

☐ Denied

☐ Amended

☐ Deferred to:

BOARD OF SUPERVISORS ACTION

Moved by (1) Schmitt Seconded by (1) Thornton
(2) (2)

REMARKS:

APPROVED

YES NO OTHER

Branin, T. ☒ ☐ ☐

Nelson, T. ☒ ☐ ☐

O'Bannon, P. ☒ ☐ ☐

Schmitt, D. ☒ ☐ ☐

Thornton, F. ☐ ☐ ☐

WHEREAS, the County received 10 bids on November 14, 2019, in response to ITB No. 19-1907-8JOK and Addendum Nos. 1 and 2 for construction of a Woodman Road roundabout; and,

WHEREAS, the work will install a roundabout intersection configuration at the existing "T" intersection of Woodman Road and Greenwood Road, with a stub on the north leg of the intersection for connection to the Woodman Road Extension project being constructed by another party; and,

WHEREAS, the work also includes 0.3 miles of improvements to Greenwood Road along with the realignment of Winfrey Road to connect with existing Old Greenwood Road; and,

WHEREAS, the work includes curb and gutter, sidewalks, drainage work, stormwater management, lighting, relocation of a 16-inch waterline, planting, and incidental construction; and,

WHEREAS, for selection and evaluation purposes, the lowest submitted bid was determined by multiplying unit prices times the unit quantities specified in the bid documents, with the following results:

Bidder	Bid Amount
Abernathy Construction Corporation Glen Allen, VA	\$3,561,238.25
Shoosmith Construction, Inc. Chester, VA	\$3,584,887.80
Allen Myers VA, Inc. Glen Allen, VA	\$3,717,682.30
Branch Civil, Inc. Roanoke, VA	\$3,793,333.00

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. 311-19

Page No. 2 of 2

Agenda Title: Resolution — Award of Contract — Woodman Road Roundabout — Brookland and Fairfield Districts

Curtis Contracting, Inc. West Point, VA	\$3,838,950.57
George Nice & Sons, Inc. Toana, VA	\$3,854,659.60
Blakemore Construction Corporation Rockville, VA	\$4,047,937.91
J.R. Caskie, Inc. Oilville, VA	\$4,096,744.99
Central Contracting Co., Inc. Richmond, VA	\$4,119,083.05
Branscome, Inc. Richmond, VA	\$4,142,870.44

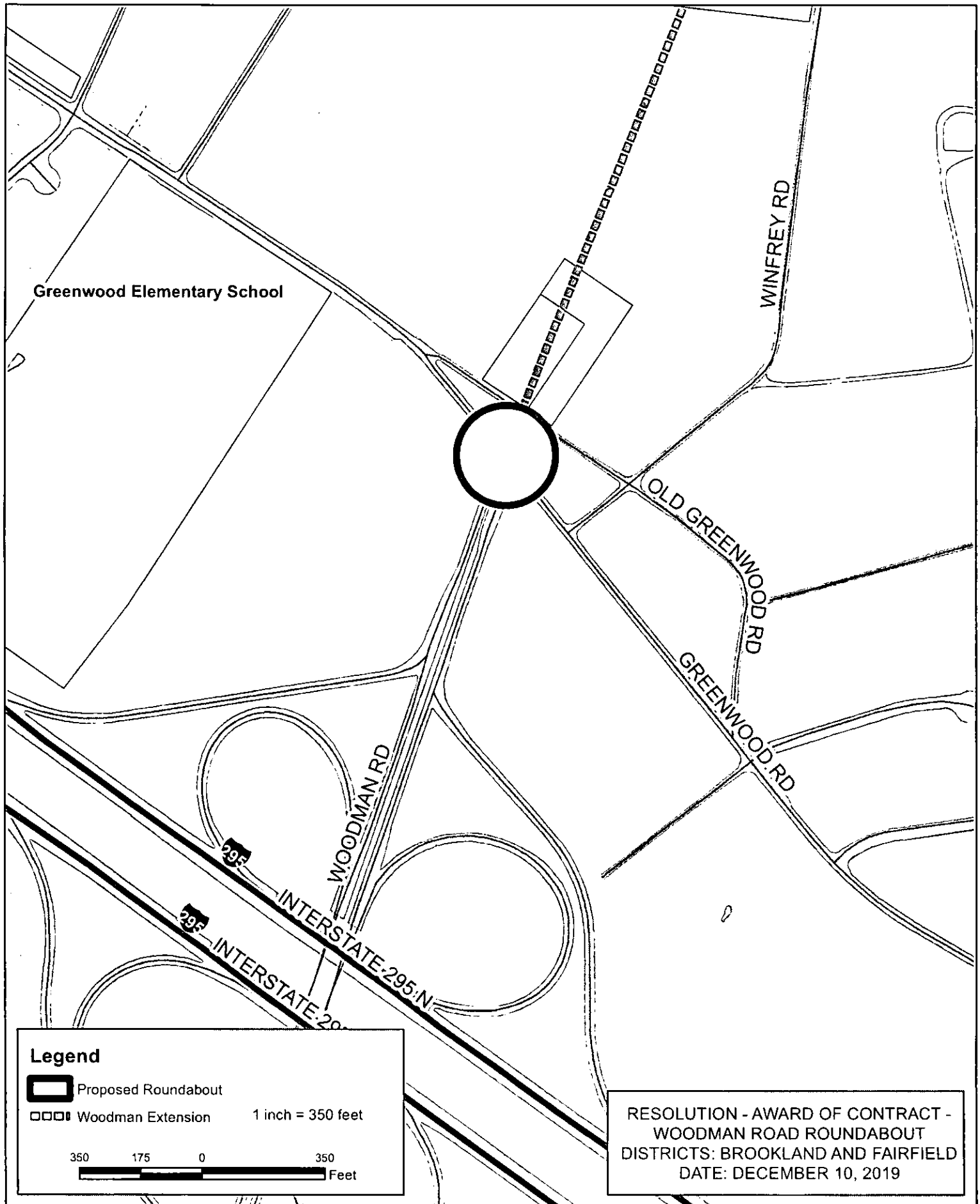
WHEREAS, after a review and evaluation of the bids received, it was determined that Abernathy Construction Corporation is the lowest responsive and responsible bidder with a calculated bid amount of \$3,561,238.25.

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

1. The contract for \$3,561,238.25 to furnish all labor, materials, supplies, equipment, and services necessary for construction of a Woodman Road roundabout is awarded to Abernathy Construction Corporation, the lowest responsive and responsible bidder, in the amount of \$3,561,238.25, pursuant to ITB No. 19-1907-8JOK, Addendum Nos. 1 and 2, and the bid submitted by Abernathy Construction Corporation. The final contract amount shall be determined upon completion of the project by multiplying the actual unit quantities authorized by the County for construction by the unit prices submitted in the contractor's bid.
2. The County Manager is authorized to execute the contract in a form approved by the County Attorney.

COMMENT: Funding to support the contract is available within the project budget. The Director of Public Works and the Purchasing Director recommend approval of the Board paper, and the County Manager concurs.

Woodman Road Roundabout





COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 312-19

Page No. 1 of 1

Agenda Title: RESOLUTION — Amendment of Construction Contract — John Rolfe Parkway Sidewalk Improvements — Tuckahoe District

For Clerk's Use Only:

Date: 12/10/2019

- ☒ Approved
☐ Denied
☐ Amended
☐ Deferred to:

BOARD OF SUPERVISORS ACTION

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

REMARKS:

APPROVED

YES NO OTHER

Branin, T.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schmitt, D.	<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, on August 14, 2018, the Board approved a contract with Central Contracting Company, Inc. for \$247,909.30 for John Rolfe Parkway sidewalk improvements from Gayton Road to Ridgefield Parkway; and,

WHEREAS, Central Contracting Company, Inc. and the Department of Public Works negotiated Change Order No. 1 for additional topsoil for \$10,340 and Change Order No. 2 for relocation of underground stormwater detention facilities for \$23,731.28.

WHEREAS, additional work is necessary for the maintenance of traffic during the relocation of the underground stormwater detention facilities, and the Department of Public Works has negotiated Change Order No. 3 for the additional work for \$14,762.00; and,

WHEREAS, the cost of the three change orders exceeds 15% of the original contract amount, and Board approval is required.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors approves Change Order No. 3 to the contract with Central Contracting Company, Inc. in a form approved by the County Attorney.

Comment: Funding to support the contract amendment is available within the project budget. The Director of Public Works recommends approval of the Board paper, and the County Manager concurs.

By Agency Head

By County Manager

Routing:

Yellow to: _____

Copy to: _____

Certified:

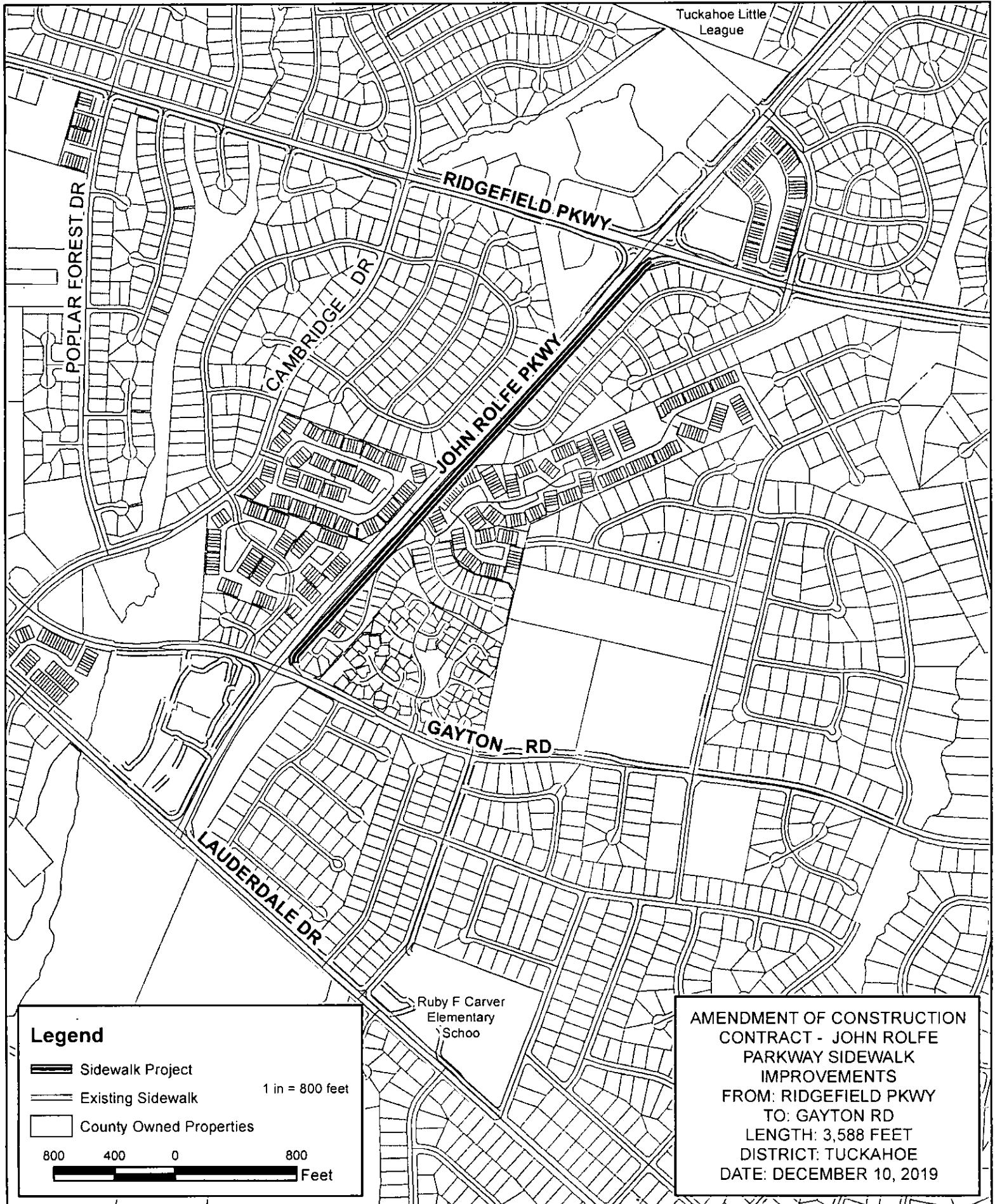
A Copy Teste: _____

Clerk, Board of Supervisors

Date: _____



John Rolfe Parkway Sidewalk Improvements





COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 313-19

Page No. 1 of 1

Agenda Title: RESOLUTION — Declaring Additional Holiday for County Employees — December 23, 2019

For Clerk's Use Only:

Date: 12/10/2019

- ☒ Approved
☐ Denied
☐ Amended
☐ Deferred to:

BOARD OF SUPERVISORS ACTION

Moved by (1) Branin, T. Seconded by (1) O'Bannon, P.
(2) (2)

REMARKS:

APPROVED

YES NO OTHER

Branin, T.	<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"/>
Schmitt, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Thornton, F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

WHEREAS, the County of Henrico values its outstanding employees and appreciates their tremendous accomplishments throughout the year; and,

WHEREAS, the County encourages a healthy work/life balance for all employees; and,

WHEREAS, the Board of Supervisors seeks opportunities to reward and recognize the commitment of County employees to excellence in public service and work performance that exemplifies the "Henrico Way"; and,

WHEREAS, December 23, 2019, falls on a Monday, and December 24 and December 25, 2019, are already County holidays.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors that Monday, December 23, 2019, is declared to be an additional holiday for County employees.

Comments: The Director of Human Resources recommends approval of this Board paper, and the County Manager concurs.

By Agency Head

Paula A. Reid

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. 314-19

Page No. 1 of 1

Agenda Title: RESOLUTION — Acceptance of Roads — Three Chopt District

For Clerk's Use Only: Date: <u>12/6/2019</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____	BOARD OF SUPERVISORS ACTION Moved by (1) <u>Branin</u> Seconded by (1) <u>O'Bannon</u> (2) _____ (2) _____ REMARKS: APPROVED	<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>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>Schmitt, D.</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"/>	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"/>	Schmitt, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Thornton, F.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
		YES	NO	OTHER																						
Branin, T.	<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"/>																							
Schmitt, D.	<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.

Estates at Grey Oaks South Section 2 and a Resubdivision of Estates at Grey Oaks Sections 3 & 5, & Estates at Grey Oaks South Section 1 Reserved for Future Development – Three Chopt District

Grey Oaks Estates Run from 0.07 Mi. E. of Grey Oaks Park Lane to 0.10 Mi. E. of Grey Oaks Park Lane 0.03 Mi.

Grey Oaks Estates Run from 0.10 Mi. E. of Grey Oaks Park Lane to 0.22 Mi. E. of Grey Oaks Park Lane 0.12 Mi

Total Miles 0.15 Mi.

Comment: The Director of Public Works recommends approval of this Board paper, and the County Manager concurs.

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

Routing:
Yellow to: _____

Copy to: _____

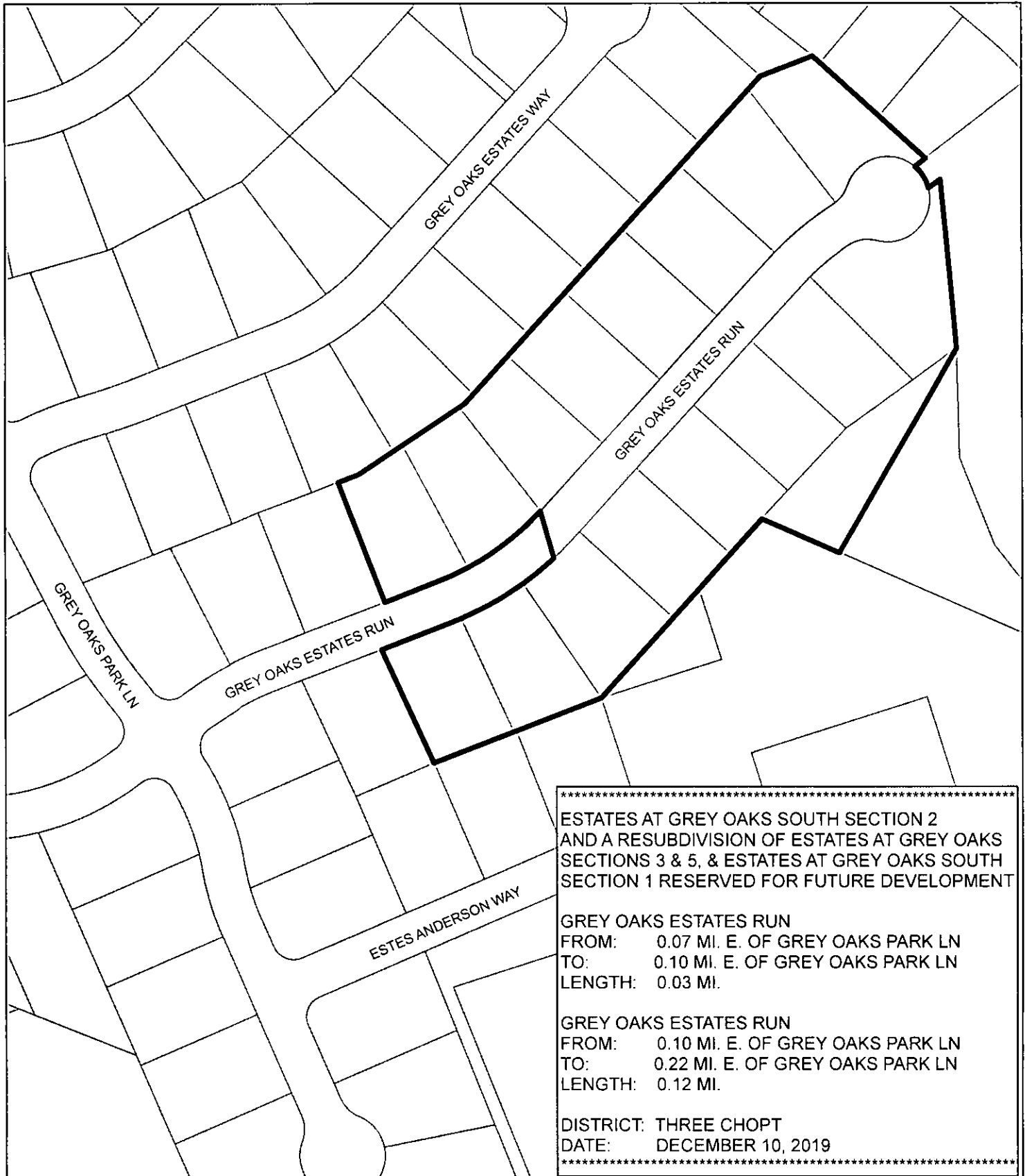
Certified:
A Copy Teste: _____

Clerk, Board of Supervisors

Date: _____



ESTATES AT GREY OAKS SOUTH SECTION 2
AND A RESUBDIVISION OF ESTATES AT GREY OAKS
SECTIONS 3 & 5, & ESTATES AT GREY OAKS SOUTH
SECTION 1 RESERVED FOR FUTURE DEVELOPMENT





COUNTY OF HENRICO, VIRGINIA
BOARD OF SUPERVISORS
MINUTE

Agenda Item No. 315-19

Page No. 1 of 1

Agenda Title: RESOLUTION - Support for the Constitution of the United States and the Constitution of the Commonwealth of Virginia

or Clerk's Use Only: Date: <u>12/10/2019</u> <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Amended <input type="checkbox"/> Deferred to: _____	BOARD OF SUPERVISORS ACTION Moved by (1) <u>O'Bannon</u> Seconded by (1) <u>Boramin</u> (2) _____ (2) _____ REMARKS: <u>Mrs. O'Bannon proposed this item</u> <u>during the meeting's first public comment</u> <u>period.</u>	YES NO OTHER Branin, T. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Nelson, T. <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> O'Bannon, P. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Schmitt, D. <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Thornton, F. <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
--	--	--

WHEREAS, the Board of Supervisors of Henrico County on Wednesday, December 11, will be taking the oath of office to support the Constitution of the United States and the Constitution of the Commonwealth of Virginia; and

WHEREAS, all members of the Virginia General Assembly also take an oath of office to support the Constitution of the United States and the Constitution of the Commonwealth of Virginia.

THEREFORE, BE IT RESOLVED that the Board of Supervisors will uphold the Constitution of the United States and the Commonwealth of Virginia and implore that the Virginia General Assembly also upholds their oath of office as they go about passing laws that may abridge the rights of both citizens of Henrico County and the Commonwealth of Virginia.

By Agency Head _____

By County Manager _____

Routing:

Yellow to: _____

Copy to: _____

Certified:

A Copy Teste: _____

Clerk, Board of Supervisors

Date: _____