



TOWN COUNCIL

Regular Meeting

January 19, 2017

Cape Charles Civic Center

6:00 PM

1. Call to Order
 - A. Roll Call
 - B. Establish quorum
2. Invocation and Pledge of Allegiance
3. Recognition of Visitors / Presentations
 - A. None
4. Public Comments (3 minutes per speaker)
5. Consent Agenda
 - A. Approval of Agenda Format
 - B. Approval of Minutes
 - C. Approval of December 31, 2016 Financial Report
6. New Business
 - *A. Virginia Investment Pool
 - *B. Reappointment of Historic District Review Board Member
 - *C. Historic District Review Board Appeal – 204 Washington Avenue
7. Old Business
 - *A. Conditional Use Permit Application for 1 Fig Street
 - B. Follow-Up Items from December meeting
 - i. None
8. Mayor & Council Comments (5 minutes per speaker)
9. Announcements
 - January 24, 2017 – Mayor’s Office Hours, 6:00 PM – 7:00 PM
 - January 25, 2017 – VML Legislative Day at the Capitol
 - January 26, 2017 – Town Council Work Session, 6:00 PM - tentative
 - February 2, 2017 – Town Council Work Session, 6:00 PM
 - February 14, 2017 – Mayor’s Office Hours, 2:00 PM – 3:00 PM
 - February 16, 2017 – Town Council Regular Meeting, 6:00 PM
 - February 20, 2017 – Town offices closed for Presidents’ Day
 - February 28, 2017 – Mayor’s Office Hours, 6:00 PM – 7:00 PM
11. Adjourn at 7:00 P.M.



DRAFT
TOWN COUNCIL
Strategic Planning Session
Cape Charles Civic Center
December 10, 2016
9:00 a.m.

At approximately 9:00 a.m., Mayor George Proto, having established a quorum, called to order the Strategic Planning Session of Town Council. In addition to Mayor Proto, present were Vice Mayor Bannon, Councilmen Bennett and Buchholz, and Councilwomen Natali and Sullivan. Councilman Brown was not in attendance. Also present were Town Manager Brent Manuel, Assistant Town Manager Bob Panek, Town Clerk Libby Hume and Ms. Terrie Glass as the facilitator. There were no members of the public in attendance.

INTRODUCTION AND OBJECTIVES:

Ms. Glass introduced herself and provided some background information regarding her career. Ms. Glass went on to explain the objectives of the meeting as follows: i) relationship building exercises; ii) discussion of the role of Council; and iii) discussion of priorities from the Pending Matters listing.

Council participated in several group exercises and discussed the role of Town Council at length. Some of the Council responsibilities listed were as follows: set policy; set vision and direction; always seeking the common good; enact legislation and ordinances; listen/work collaboratively with the town manager and staff; work as a team; pass a reasonable budget; and monitor progress.

DISCUSSION:

There was much discussion as follows: i) Was it the Town Manager's or Mayor's responsibility to run the town? Often times, citizens would approach the Mayor or Council with a complaint or questions. The Mayor and Council were not expected to know everything that went on in the town so the citizens needed to be referred to the town manager; ii) Micromanagers typically didn't realize that they were micromanagers. They felt like they were being helpful while the employees felt like they were being strangled. Employees needed to be given the room to do their jobs. If there continued to be problems with the resolution of complaints, it would then be a staff performance issue, which should be handled by the town manager. As long as Council was involved in the details, there was no way to determine whether the town manager was doing his job because Council was doing it for him; iii) Collaboration was essential; iv) Everyone needed to be aware of their roles and "swim lanes;" and v) The Pending Matters listing was three pages long. It was not a strategy if Council had to focus on 37 different items. A strategy was having four or five items that Council was devoted to accomplishing. After those were completed, Council then needed to move on to identify four or five other items. If Council focused on the minutia, they couldn't focus on the necessary items.

Ms. Glass informed the attendees that she had watched the video of the November Council meeting online. Much discussion followed regarding the amount of time taken to have the individual department heads reporting to Council and the time spent discussing the locations of dumpsters around town. Having the department heads giving their reports at the meetings begged for Council to get involved in the detail. With the amount of time spent on that level of detail during meetings, the pending matters would never get accomplished. Council needed to identify and focus on the important items.

Discussion reverted back to the department reports, which were provided in writing and included in the monthly agenda packets that were distributed a week prior to the meetings. After reviewing the reports, if Council had any questions, they should email their questions to the town manager to obtain the answers. If certain reports repeatedly failed to be included in the agenda packets, it should be dealt with as a performance issue by the town manager. When the Council got too involved with the details, Council was not doing the job they were elected to do.

Councilman Buchholz commented that he had caught himself berating the employees at meetings but was trying to back off. He was new on Council and realized that it was not the Council's job to manage the town staff, especially in public on the record. He agreed that Council needed to spend more time focusing on the important things.

Ms. Glass stated that it took time to figure out the roles and Council needed to function in a way where all were in agreement regarding what they needed to talk about. It would be much easier for new Council members if the norm was set and all members followed it.

The next two hours was spent reviewing the Pending Matters and placing the items into categories. The categories would remain constant but the items within the categories would change showing only the items still needing Town Council discussion. (Please see attached.)

WRAP-UP/COUNCIL COMMENTS:

Councilwoman Sullivan stated that she had a negative view of the meeting at the beginning of the session, but she now felt that it was a very productive morning.

Mayor Proto stated that he had attended quite a few of these meetings and had a few reservations in the beginning, but was impressed with today's session. It was the best or one of the best that he had attended and he felt that something was accomplished. Council had an action list and organization structure.

Vice Mayor Bannon stated that he felt that it was an excellent session.

Councilman Buchholz saw the possibility. A lot of extra time had been gained for meetings if Council could stick to the game plan.

Ms. Glass added that it was up to Council to support each other and hold each other accountable and police each other to stay in your "swim lane."

Motion made by Councilman Bennett, seconded by Vice Mayor Bannon, to adjourn the Town Council Strategic Planning Session. The motion was approved by unanimous vote.

The meeting adjourned at 12:48 p.m.

Mayor Proto

Town Clerk

Pending Matters Categories

Pending Matters - For Town Council Discussion

Task	Notes	Status
Harbor Breakwater Project		Need to re-apply for VPA grant
Connection Fees Study	FY 2018 Budget	Need study for FY 18 Budget meetings
NH County Town Edge Zoning		met with County BOS 10-25-16
Tax Structure	FY 2018 Budget	
Negotiations with RR on future of property		
Strawberry Street Pedestrian Mall		
Council Committees	investigate need for Committees - i.e., Finance, Harbor, Utilities, etc.	
Harbor Management Company	Review options re: contracting out mgmt of harbor to increase marketing, streamline operations & maximize profits	



Pending Matters - Economic Development

Task	Notes	Status
Main Street Program		In progress - Ad Hoc Committee working on roll-out
CC Tourism Committee		
Beautification of Downtown	Part of Main Street	
Strawberry Street Pedestrian Mall	Possibly part of Main Street	Between Mason & Randolph
Museum becoming official information center for town	Possibly part of CC Trail or Main Street	Work Session;



Pending Matters - CIP

Task	Notes	Status
Jetty Project		Moving forward with project with current VPA funding



Pending Matters - Follow-Up

Task	Notes	Status
Main Street Program		In progress - Ad Hoc Committee working on roll-out
Update of Town Master Plans	Have PC review all plans & make appropriate recommendations re: archiving or updating. If update, may require funding for consultants	PC reviewing all Master Plan documents
CC Master Trail Plan - Art Walk & Prioritize Phases		10-13-16 Wk Sess Discussion;
Finish Town parking lot at RR property		TC discussed at 9/29/16 Wk Sess; Staff considering options
Parking Issues	PC Parking Study of Bay Avenue 2015/2016	PC recommendation to do study again in FY 2018
Charge for inquiries on outstanding tax/utility bills (mortgage companies mostly)		Need work session;
Community Policing Plan	Actions, dates, responsible persons	

Pending Matters - Facilities Public Spaces

Task	Notes	Status
201 Mason Avenue - Future Use	Library Bldg	
201 Mason Avenue Renovation		
Eminent Domain Options - Future Planning	Pathway from Mason Avenue to RR./Harbor	
New Municipal Building	Need a new, accessible Municipal Bldg. Land Sale proceeds should go to this account.	
Plan to add sidewalk around town		
Boundary Adjustment		

Pending Matters - Level of Service

Task	Notes	Status
Continued improvements for the beach		Wetlands/Dune Board recommendations; Budget \$ annually
Ongoing maintenance of town buildings and properties		
Trimming dead branches on trees on town streets		

Pending Matters - Master Plans

Task	Notes	Status
Harbor Development - Future Phases	Need laundry room, harbor master office, inner harbor bath house, etc.	

Removed from Pending Matters

Task	Notes	Status
Town Communication Improvements	flow between town & citizens; policy re: responding to citizens	BTM working on policy; Provide status reports
Comp Plan w/PC		Joint Pub Hrg held 12/6/16; On 12/15/16 TC agenda for adoption
Tourism Zone		Completed - Adopted 11/17/16
Strategic Planning/Retreat		Completed - Mtg held 12/10/16
Blighted property strategy		Enforcement issue
Ethics training for TC, PC & all boards		Schedule every 2 years
FOIA training for TC, PC & all boards		Schedule every 2 years
Annexation Overview		Schedule every 2 years
Town Code Modifications		Do as needed
Street sweeper (buy/rent)		
Town manager's weekly report sent to town citizens		
Contract for town assessments	Not sure if can be done by towns	
Alley stop signs	purchased & need to be installed	Get it done.
Bike Trail	Bike trail is part of new Route 642	
Beach safety - lifeguards		previously decided against having lifeguards
Parking meters, permits		
Library Board Bylaws, policies, etc.		Original Resolution creating Library Bd found (2/14/1949)

DRAFT



DRAFT
TOWN COUNCIL
Regular Meeting
Civic Center
December 15, 2016
6:00 p.m.

At approximately 6:00 p.m. Mayor George Proto, having established a quorum, called to order the Regular Meeting of the Town Council. In addition to Mayor Proto, present were Vice Mayor Bannon and Councilmen Brown and Buchholz, and Councilwomen Natali and Sullivan. Councilman Bennett arrived at 6:02 p.m. Also in attendance were Town Manager Brent Manuel, Planner Larry DiRe and Town Clerk Libby Hume. The majority of the Department Heads were in attendance as well as five members of the public.

Mayor Proto called for a moment of silence followed by the recitation of the Pledge of Allegiance.

RECOGNITION OF VISITORS / PRESENTATIONS:

Mayor Proto read a letter from the Eastern Shore Community Services Board thanking the town for its support in the Eastern Shore Out of Darkness Walk. (Please see attached.)

PUBLIC COMMENTS:

John Burdiss, 117 Mason Avenue

Mr. Burdiss addressed the Council as the IDA representative and appointee of the Regent Film School to provide some information about movies. Regent Film School sponsored the showing of *Inlawfully Yours*, which was partially filmed in Cape Charles, at the Palace Theater. Corbin Bernsen, one of the stars in the movie, came to Cape Charles for the event and wanted to do more films in Cape Charles in early 2017. Regent would like to schedule a possible work session with Town Council to discuss a relationship with the town for longer term arrangements. There may be a request for financial assistance at some point. This would be beneficial to the town for economic development. There was no downside and he felt the town should embrace this opportunity. In 1947, another film, *Clamdigger's Daughter*, was filmed in town and more recently, two shows for HGTV were filmed here. His apartment was featured in one of the shows. Things would only get better and better for Cape Charles with a possible economic boon. Mr. Burdiss distributed copies of *Inlawfully Yours*, which were provided by Regent, to the Mayor, Town Council and Town Manager.

There were no other comments to be heard nor any written comments submitted prior to the meeting.ccc

CONSENT AGENDA – APPROVAL OF AGENDA FORMAT:

Motion made by Vice Mayor Bannon, seconded by Councilman Bennett, to approve the agenda format as presented. The motion was approved by unanimous vote.

CONSENT AGENDA – APPROVAL OF MINUTES:

The Town Council reviewed the minutes of the November 10, 2016 Executive Session, the November 17, 2016 Regular Meeting, the November 17, Executive Session, the December 1, 2016 Work Session and the December 6, 2016 Joint Public Hearing with the Planning Commission.

Motion made by Vice Mayor Bannon, seconded by Councilman Bennett, to approve the minutes from the November 10, 2016 Executive Session, the November 17, 2016 Regular Meeting, the November 17, Executive Session, the December 1, 2016 Work Session and the December 6, 2016 Joint Public Hearing with the Planning Commission as presented. The motion was approved by unanimous vote.

DEPARTMENT REPORTS:

A. Treasurer's Report:

Treasurer Deborah Pocock reviewed the Treasurer's report dated November 30, 2016 which showed the Total Cash on Hand of \$2,145,057, the Total Cash Held in Reserve was \$1,359,751 and the Total Cash - All Accounts was \$3,504,808. Deborah Pocock went on to review the Debt Service, Revenue vs. Expenditures, the FY 2017 Capital Improvement Project Tracking Report, and the Three Year Revenue Comparison.

Deborah Pocock stated that, as requested by Councilwoman Natali in November, she would include a line item showing the current debt incurred by the town beginning in January.

Motion made by Councilwoman Sullivan, seconded by Councilman Brown, to accept the Treasurer's Report as submitted. The motion was approved by unanimous vote.

B. Planning Commission and Boards:

Town Planner Larry DiRe reported that the Planning Commission would be reviewing the draft Capital Improvement Plan, and the draft Historic Town Edge Overlay District guidelines at their January meeting.

C. Other Departments:

Code Enforcement:

Code Official Jeb Brady reported on the November follow-up item regarding property in the former STIP park being used as a rubbish dump. He drove back to the property and found piles of brush, which could be taken care of by a controlled burn, and a small pile of cinder blocks which he assumed was from the Harvey building's foundation. He would bring the matter to the property owner's attention requesting that the area be cleaned up as much as possible.

Harbor:

Brent Manuel stated that Harbor Master Charlie Farlow was unable to attend the meeting due to family matters and added that Councilman Buchholz's concerns had been noticed. Deborah Pocock would be going to the Harbor to look into the financial issues.

Councilman Buchholz commented that the report only showed comparisons for the first quarters of FY 2016 and FY 2017.

Mayor Proto stated that the Harbor Focus Group was being formed and a Town Council representative would be chosen to serve on the group. One of the first items of business would be to go through the finances with the treasurer and harbor master to determine what may have changed at the Harbor. Council was also looking at the possibility of bringing in a management company.

Cape Charles Memorial Library:

Librarian Ann Rutledge stated that a November follow-up item was a request from Council for the number of library card holders with addresses from Eastville to the south. Currently, the total number of library card holders in the Eastern Shore Public Library system was 16,618. 2,048 of the card holders showed the Cape Charles Memorial Library as their home library and represented 12.3% of all library patrons. She added that there were many library users from the Machipongo area as well. There was much discussion regarding the figures.

Vice Mayor Bannon thanked Ms. Rutledge for obtaining the information.

Police Department:

Chief Jim Pruitt reported the following: i) Andrew Spencer was hired as the new police officer; ii) He was trying to install two cameras into vehicles; and iii) He went to pick up the Dodge Charger, which had been at the dealership for repairs since October 25th, and noticed some

damage done to the vehicle while at the dealership. The dealership would be making the necessary repairs and would notify him when the repairs were completed.

Public Utilities/Public Works Departments:

Public Utilities/Public Works Director Dave Fauber stated that he did not have anything to add to his written reports. There were no questions from Council.

Recreation Department:

Community Events/Recreation Coordinator Jen Lewis stated she did not have anything to add to her written report. There were no questions from Council.

OLD BUSINESS

A. *Harbor Development Certificate – Lot 19*

Larry DiRe stated that the Harbor Area Review Board (HARB) met on November 29, 2016 to review the application for the construction of decks and handicap-accessible ramp at the Harvey building and at the proposed new bath house. The construction of the proposed bath house was previously awarded a Harbor Development Certificate at a different location on the lot 19 parcel. However, the Harbor Development Certificate process outlined in Article III, § 3.9.1 of the zoning ordinance did not allow for a modification to an approved certificate so the change must be treated as a new application. The HARB voted to recommend Town Council approval of the application as submitted. Council reviewed the application and HARB summary report at the December 1, 2016 work session.

Motion made by Councilwoman Natali, seconded by Vice Mayor Bannon, to approve a Harbor Development Certificate for Lot 19 as requested. The motion was approved by unanimous vote.

B. *Adoption of Comprehensive Plan*

Larry DiRe stated that the Planning Commission completed an extensive review of the 2009 Comprehensive Plan as required by Code of Virginia § 15.2-2230. The proposed amendments to the Plan were the subject of numerous public meetings and public input sessions and throughout the process, drafts of the Plan were posted on the town's website. As required by Code of Virginia § 15.2-2225, a Planning Commission/Town Council joint public hearing was held on December 6, 2016. The Commissioners discussed the proposed amendments at their regular meeting and adopted a resolution approving the amendments and certifying the Comprehensive Plan.

Motion made by Councilman Bennett, seconded by Councilman Buchholz, to adopt Resolution 20161215-Adoption of the Comprehensive Plan Update. The motion was approved by unanimous vote. Roll call vote: Bannon, yes; Bennett, yes; Brown, yes; Buchholz, yes; Natali, yes; Sullivan, yes.

C. *Municipal Building Internet Connectivity*

Brent Manuel stated that, as discussed at the December 1st work session, the town hall had been experiencing serious internet issues for some time. The poor internet service also affected the town's phone system and ability to process credit card payments and payroll. An estimate of just under \$10K was received from Chesapeake Bay Communications (CBC) to connect to their existing fiber optic line on the opposite side of Mason Avenue. The estimate included the cost to bore conduit under Mason Avenue, and put a splice and vault into the existing fiber optic line. Sufficient funds were available in the General Fund Contingency. This would be a one-time fee since CBC provided free internet services to all town facilities as part of their contract with the town.

Motion made by Councilman Brown, seconded by Councilman Bennett, to approve the reallocation of \$10K from the General Fund Contingency to connect the Municipal Building

to Chesapeake Bay Communications' fiber optic line. The motion was approved by unanimous vote.

D. Follow-Up Items from November Meeting

The follow-up items were discussed during the Department Reports.

NEW BUSINESS:

A. Town Council Representative to Town Harbor Focus Group

Brent Manuel that in an effort to improve operations and determine a future direction of the harbor, the harbor master formed a six-member focus group consisting of the harbor master and assistant harbor master along with one annual/seasonal slip holder, one commercial waterman, a town administration representative and a Town Council representative. The Town Council representative needed to be chosen.

Motion made by Councilman Bennett, seconded by Councilman Buchholz, to name Councilwoman Sullivan as the Town Council representative to the Harbor Focus Group. The motion was approved by unanimous vote.

B. Conditional Use Permit Application for 3 Fig Street – Set Public Hearing

Larry Dire stated that a conditional use permit (CUP) application was received for a residential unit above first floor commercial at 3 Fig Street. A public hearing was required prior to approval of a CUP. The Planning Commission reviewed the application and voted to schedule a joint public hearing with Town Council on Tuesday, January 3, 2017. Larry DiRe noted a discrepancy regarding the street address of the property, and added that the issue would be resolved prior to the public hearing.

Motion made by Vice Mayor Bannon, seconded by Councilman Bennett, to schedule a joint public hearing on January 3, 2017 with the Planning Commission to hear comment regarding the CUP application for 3 Fig Street. The motion was approved by unanimous vote.

MAYOR AND COUNCIL COMMENTS

Councilwoman Sullivan stated that she had no further comments.

Councilwoman Natali commented as follows: i) She asked whether staff had contacted VDOT regarding establishing a relationship with them to deal with the removal of signage in VDOT's right-of-way. This request was a result of a citizen comment about offensive signage at Watson's Hardware. Libby Hume responded that Council had given staff 90 days to report back to Council. The issue would be on the February Council meeting agenda as a follow-up item. Much discussion followed regarding signage and removal from the VDOT right-of-way; and ii) She wished Vice Mayor Bannon a happy 80th birthday and everyone a merry Christmas. She hoped to be able to tell the department heads that they didn't have to come to Town Council meetings anymore. Mayor Proto suggested this issue be discussed at the January work session and that he hoped to implement a policy. Staff would attend Council meetings as needed. Councilwoman Natali reminded Mayor Proto that the issue had been discussed at the December 10th work session. Mayor Proto acknowledged the discussion and informed the department heads that they no longer needed to attend Council meetings unless they had an item on the agenda for consideration. If Council had any questions regarding the written reports, they should submit them in writing to the town manager prior to the meetings.

Vice Mayor Bannon informed the attendees that the 25th Annual Epiphany Party was scheduled for January 14, 2017 at the Cape Charles Fire Hall. Proceeds from the event would benefit the New Roots Youth Garden and the Northampton High School Music Department to send the students to a competition in New York City.

Councilman Bennett wished everyone happy holidays.

Councilmen Brown and Buchholz wished all a merry Christmas.

Mayor Proto stated that had no further comments and added his support to Vice Mayor Bannon regarding the high school students. He attended their concert last night and it was superb. Councilman Brown agreed that it was an excellent concert.

Councilman Buchholz added that he donated about 250 shirts to the music department as a fundraiser and 100% of the proceeds would go to the department.

Mayor Proto wished everyone a happy and safe holiday and proceeded to read the Announcements.

ANNOUNCEMENTS:

- December 23-26, 2016 – Town offices closed for the Christmas holiday
- December 31, 2016 – 3rd Annual Dropping of the Crab Pot, 10:00 p.m.
- January 2, 2017 – Town offices closed for the New Year’s holiday
- January 3, 2017 – Town Council/Planning Commission Joint Public Hearing, 6:00 p.m.
- January 5, 2017 – Town Council Work Session, 6:00 p.m.
- January 10, 2017 – Mayor’s Office Hours, 2:00 p.m. – 3:00 p.m.
- January 13, 2017 – Town offices closed for Lee-Jackson Day
- January 16, 2017 – Town offices closed for Martin Luther King, Jr. Day
- January 19, 2017 – Town Council Regular Meeting, 6:00 p.m.
- January 24, 2017 – Mayor’s Office Hours, 6:00 p.m. – 7:00 p.m.

Motion made by Councilwoman Sullivan, seconded by Councilwoman Natali, to adjourn the Town Council Regular Meeting. The motion was approved by unanimous vote.

The meeting adjourned at approximately 6:45 p.m.

Mayor Proto

Town Clerk

**December 15, 2016 Town Council Regular Meeting
Information/Comments Submitted in Writing**

Eastern Shore Community Services Board



A Comprehensive Behavioral Healthcare Provider

10/20/2016

Dear Town of Cape Charles,

On behalf of the Eastern Shore Community Services Board and the Eastern Shore Suicide Prevention Task Force I would like to personally thank you for volunteering your time and efforts at the Eastern Shore Out of the Darkness Walk. This event could not have been a success without your help and the help of the many others who volunteered their time.

Due to the many efforts of local sponsors, human service organizations, task force members, walkers, and volunteers like yourself we were able to raise almost \$10,000 for this event and the American Foundation for Suicide Prevention. In total we had 154 walkers participate in the event!

Once again, thank you for your contributions!

Best wishes,

Kelly Hill Bulin, CSAC, ICPS

Director of Program Development, Planning and Prevention Services

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DRAFT
TOWN COUNCIL

Executive Session

Civic Center

December 15, 2016

Immediately Following Regular Meeting

At approximately 6:55 p.m. Mayor George Proto, having established a quorum, called to order the Executive Session of the Town Council. In addition to Mayor Proto, present were Vice Mayor Bannon, Councilmen Bennett, Brown and Buchholz, and Councilwomen Natali and Sullivan. Also in attendance were Town Manager Brent Manuel and Town Planner Larry DiRe.

Motion made by Councilman Buchholz, seconded by Councilman Brown, and unanimously approved to go into Closed Session in accordance with Section 2.2-3711-A of the Code of Virginia of 1950, as amended for the purpose of:

Paragraph 3: Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

Specifically: Unsolicited proposal to purchase Town-owned property

Motion made by Councilwoman Sullivan, seconded by Vice Mayor Bannon, to return to Open Session. The motion was unanimously approved.

Motion to certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body. Roll call vote: Bannon, yes; Bennett, yes; Brown, yes; Buchholz, yes; Natali, yes; Sullivan, yes.

Motion made by Councilwoman Natali, seconded by Councilman Brown, to adjourn the Town Council Executive Session. The motion was unanimously approved.

The meeting adjourned at 8:15 p.m.

Mayor Proto

Town Clerk



DRAFT
PLANNING COMMISSION/TOWN COUNCIL
Joint Public Hearing
Cape Charles Civic Center
January 3, 2017
6:00 p.m.

At 6:00 p.m., Chairman Dennis McCoy, having established a quorum, called to order the Joint Public Hearing with the Town Council and Regular Meeting of the Planning Commission. In addition to Chairman McCoy, present were Commissioners Andy Buchholz, Dan Burke, Keith Kostek, Sandra Salopek and Bill Stramm. Vice Chairman Michael Strub was not in attendance. Also in attendance were Town Planner Larry DiRe and Town Clerk Libby Hume. There were four members of the public in attendance.

Mayor George Proto, having established a quorum, called to order the Joint Public Hearing with the Planning Commission. In addition to Mayor Proto, present were Vice Mayor Bannon, Councilmen Bennett, Brown and Buchholz, and Councilwomen Natali and Sullivan.

Kabler, David, 10352 Church Neck Rd

Mr. Kabler addressed the Planning Commission and Town Council regarding the conditional use permit application for 1 Fig Street. (Please see attached.)

Town Clerk Libby Hume read comments submitted in writing by Greg and Laura Lohse, current owners of the Kellogg Building. (Please see attached.)

There were no other public comments to be heard nor any other written comments submitted prior to the hearing.

There was some discussion regarding the discrepancy in the address of the subject property. Larry DiRe stated that he was using the 911 address which was 1 Fig Street.

Motion made by Dan Burke, seconded by Bill Stramm, to close the Planning Commission Public Hearing. The motion was approved by unanimous vote.

Motion made by Councilman Brown, seconded by Councilman Bennett, to adjourn the Town Council Public Hearing. The motion was approved by unanimous vote.

The Joint Public Hearing adjourned at 6:05 p.m.

Chairman Dennis McCoy

Mayor Proto

Town Clerk

**Planning Commission/Town Council Joint Public Hearing
Comments Submitted in Writing
January 3, 2017**

Kabler, David – 10352 Church Neck Rd, Machipongo, VA

*David L. Kabler
10352 Church Neck Road
Machipongo, VA 23405*

January 3, 2017

Cape Charles Planning Commission
Cape Charles Town Council
Via email

Ref: 1 Fig St. conditional use permit

Dear Sirs,

Thank you for the opportunity to comment in reference to an application for a conditional use permit for a second floor residential apartment in the Kellogg Building. I want to recommend to you that this use be allowed.

I am very familiar with the Kellogg Building, having handled its sale to the present owners back in 1996, and as the listing agent for the owners in its present obligation under contract of sale to the applicants, Chad and Bev Petras. The Petras' have plans to purchase the property to open it for business as soon as possible with a key part of their plans being able to reside on the second floor while the first floor is kept as commercial space. The financial feasibility, along with other considerations, of residing on the same property as their business is a key factor in the practicality of fulfilling their goals.

I think it is safe to say that such a residential use as proposed and requested by the applicants is key to the overall investment and development of the subject property. The ability to reside in the same property with their business will save hundreds of thousands of dollars that would be required for the applicants to purchase a separate residence for their relocation from Indiana to Cape Charles, Virginia. Further, it is a fact that other commercial properties here in the Town of Cape Charles have residential apartments on the second, third and fourth floors. It would be in keeping with the Town's economic development objectives to allow this conditional use permit.

I hope that you will grant this application for conditional use.

Sincerely yours,

David L. Kabler

Greg and Laura Lohse, Owners of Kellogg Building, 1 Fig Street

To: Cape Charles Planning Commission and Town Council

From: Greg and Laura Lohse

Date: January 2, 2017

Re: Kellogg Building Conditional Use Permit for Second Floor Residential above First Floor Commercial

We respectfully request that you grant a conditional use permit allowing the future owner of the Kellogg Building at 1 Fig Street to build an apartment on the second floor of the building.

We have been using the building as a workshop and were not in need of living quarters upstairs. The potential buyer of the building plans to live above the commercial first floor and use first floor to start a new business in Cape Charles.

Thank you for your consideration of this matter.

Respectfully,
Greg and Laura Lohse
Owners, Kellogg Building

DRAFT



DRAFT
TOWN COUNCIL
Work Session
Cape Charles Civic Center
January 5, 2017
6:00 p.m.

At approximately 6:00 p.m., Mayor George Proto, having established a quorum, called to order the Work Session of Town Council. In addition to Mayor Proto, present were Vice Mayor Bannon, Councilmen Bennett, Brown and Buchholz, and Councilwomen Natali and Sullivan. Also present were Town Manager Brent Manuel, Town Planner Larry DiRe and Town Clerk Libby Hume. There were five members of the public in attendance.

A. Historic District Review Board Appeal Process:

Larry DiRe stated that he had received the paperwork requesting an appeal of a decision made by the Historic District Review Board and was providing information to Council regarding the appeal process.

Mayor Proto asked whether anyone had any questions regarding the process. There were none.

Larry DiRe stated that the appeal would be heard at the January 19, 2017 Town Council Regular Meeting.

B. Citizen Request for Curbside Recycling:

Brent Manuel stated that a letter was received from Mr. Jon Dempster who was requesting Council consideration of curbside recycling without increasing fees to residents. The town was currently in the final year of the trash contract. In his previous town, it was not affordable to offer curbside recycling on a town by town basis, but a number of towns worked together to attract larger recycling companies to bid on a contract to provide service to the region. They were able to obtain curbside recycling every other week and trash pickup every week for \$8 per property. Cape Charles currently paid \$13.85 per trash receptacle but charged \$13.76.

There was much discussion regarding the benefits of recycling and the convenience centers provided by Northampton County which included recycling. Mr. Dempster suggested paying for the recycling through meals and transient occupancy tax revenue, but the Sanitation Fund was an Enterprise Fund and needed to be self-sufficient. The tax revenue was included in the General Fund.

One of the attendees was a representative from Waste Watchers of ESVA and was given permission to speak. She stated that Waste Watchers was trying to promote recycling and that nationwide, the easier it was, the more likely that people would participate in recycling. She had contacted Davis Disposal and they were not interested. She had been in discussion with TFC Recycling in Chesapeake, which was the company used by Northampton County for the convenience centers. TFC was willing to provide recycling services to individuals, but it would be less costly if localities could work with her and TFC to offer the services. The towns of Chincoteague and Onancock were also interested in providing recycling services. She was also working with the A-NPDC regarding possible grants. She concluded by inviting all to attend the next Waste Watchers meeting which was scheduled for Wednesday, January 11, at 2:00 p.m.

There was additional discussion regarding individuals having the ability to contract with TFC for recycling services vs. the town offering the services. There was also an issue with the summer rentals. This topic would be discussed further during the budget meetings.

C. Pending Matters Discussion:

Brent Manuel distributed the Strategic Planning – Areas of Focus handout. The list was pulled from the list used in the Comprehensive Plan update which was a summary of discussions from the Strategic Planning Session held on December 10. He went on to ask Council their preference on how to work on the items – work on one item at a time or work on several at once to get them completed.

After much discussion regarding prioritizing the items, Mayor Proto summarized that the four most important items were: Level of Service, Main Street and associated items, Harbor Development, and Facilities and Public Spaces.

It was noted that several of the items were similar and could be grouped together to complete and discussion continued regarding items that could be combined.

Councilwoman Natali stated that Council was having a lot of discussion regarding areas of focus but suggested that Brent Manuel review organizational issues to ensure that the town was operating optimally and the items discussed as priorities were able to be accomplished.

Motion made by Councilwoman Natali, seconded by Councilman Buchholz, to adjourn the Town Council Work Session. The motion was approved by unanimous vote.

The meeting adjourned at 7:01p.m.

Mayor Proto

Town Clerk



DRAFT
TOWN COUNCIL

Executive Session

Civic Center

January 5, 2017

Immediately Following Work Session

At approximately 7:05 p.m. Mayor George Proto, having established a quorum, called to order the Executive Session of the Town Council. In addition to Mayor Proto, present were Vice Mayor Bannon, Councilmen Bennett, Brown and Buchholz, and Councilwomen Natali and Sullivan. Also in attendance was Town Manager Brent Manuel.

Motion made by Vice Mayor Bannon, seconded by Councilman Brown, and unanimously approved to go into Closed Session in accordance with Section 2.2-3711-A of the Code of Virginia of 1950, as amended for the purpose of:

Paragraph 3: Discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the public body.

Specifically: Unsolicited proposal to purchase Town-owned property

Motion made by Councilwoman Sullivan, seconded by Councilman Bennett, to return to Open Session. The motion was unanimously approved.

Motion to certify to the best of each member's knowledge (i) only public business matters lawfully exempted from open meeting requirements under this chapter and (ii) only such public business matters as were identified in the motion by which the closed meeting was convened were heard, discussed or considered in the meeting by the public body. Roll call vote: Bannon, yes; Bennett, yes; Brown, yes; Buchholz, yes; Natali, yes; Sullivan, yes.

Motion made by Councilwoman Natali, seconded by Councilman Brown, to adjourn the Town Council Executive Session. The motion was unanimously approved.

The meeting adjourned at 7:15 p.m.

Mayor Proto

Town Clerk

 <p>TOWN OF CAPE CHARLES</p>	AGENDA TITLE: VACO/VML Virginia Investment Pool Opportunity		AGENDA DATE: January 19th, 2017
	SUBJECT/PROPOSAL/REQUEST: Review the new investment opportunity provided by VACO/VML Virginia Investment Pool (VIP) and pass a resolution to authorize Town participation in the Pool.		ITEM NUMBER: 6A
	ATTACHMENTS: VIP – Background, Model Ordinance/Resolution, VIP Trust Agreement, Trust Joinder Agreement		FOR COUNCIL: Action (X) Information ()
	STAFF CONTACT (s): Deborah Pocock	REVIEWED BY: Brent Manuel, Town Manager	

BACKGROUND:

Investment possibilities for a political subdivision are somewhat limited. The Town currently has non-restricted funds invested in a money market at Xenith Bank and in the Local Government Investment Pool. Due to recent money market reform measures, the return on the money market account is expected to decrease slightly.

The City of Chesapeake and the City of Roanoke joined forces to establish the Virginia Investment Pool Trust Fund (VIP.) The Trust is jointly sponsored by the Virginia Association of Counties (VACo) and the Virginia Municipal League (VML) and operates as the “VACO/VML Virginia Investment Pool (VIP.)” The Town of Wachapreague has elected to join the Trust.

DISCUSSION:

The primary benefits of participation in the Trust include professional management of trust assets, diversification, shared costs, and competitive rates of return. The Trust currently offers two portfolios: the Stable NAV Liquidity Pool and the 1-3 Year High Quality Bond Fund. The Stable NAV Liquidity Pool is rated AAAM by Standard & Poor’s (S&P) and offers a stable net asset value, daily liquidity and a competitive yield.

VML/VACo Finance is the administrator for the VACO/VML Virginia Investment Pool. Public Trust Advisors, LLC serves as Investment Manager. Public Trust Advisors, LLC is an SEC registered, independent investment advisor, with significant local government investment pool experience and manages more than \$19 billion in public funds nationwide. Wells Fargo Bank is the custodian bank of VIP.

RECOMMENDATION:

Staff recommends Council review the attachments provided by VML/VACo, and thereafter adopt a resolution to become a “participating political subdivision” in the Trust Fund, thus giving the Town a greater range of investment tools.



VACo/VML Virginia Investment Pool - *Background*

The Virginia Investment Pool Trust Fund (VIP) was established in 2013 under the Joint Exercise of Powers statute of the Commonwealth of Virginia by founding participants, the City of Chesapeake and the City of Roanoke. The Trust operates under the Virginia Investment Pool Trust Fund Agreement, which was adopted by the Trust Fund Board on September 13, 2013. VIP was created to provide political subdivisions of the Commonwealth of Virginia with an investment vehicle to pool their funds and to invest such funds into one or more investment portfolios under the direction and daily supervision of a professional fund manager. Income of the Trust is tax-exempt under Section 115 of the Internal Revenue Code. The VIP Trust Fund currently has approximately \$550 million in assets.

The Trust is jointly sponsored by the Virginia Association of Counties (VACo) and the Virginia Municipal League (VML) and operates as the “VACo/VML Virginia Investment Pool.” Primary benefits of participation in the Trust include professional management of trust assets, diversification, shared costs, and competitive rates of return.

The Trust currently offers two portfolios: the Stable NAV Liquidity Pool and the 1-3 Year High Quality Bond Fund. The **Stable NAV Liquidity Pool** is rated AAAM by Standard & Poor’s (S&P) and offers a stable net asset value, daily liquidity and a competitive yield. The **1-3 Year High Quality Bond Fund** is rated AAF/S1 by S&P and is designed for funds that can be invested generally for one year or longer. The Trust benchmarks the 1-3 Year Fund’s returns against the Bank of America Merrill Lynch One-to-Three Year Corporate & Government Index. The 1-3 Year Fund aims to exceed the return of the benchmark over three-year periods while preserving participant capital. Both portfolios are governed by investment policies adopted by the Board and that incorporate the allowable investments identified in the Code of Virginia.

The Trust Fund is governed by a Board of Trustees, composed of Treasurers and chief investment officers elected by participants. The current Trustees are from the counties of Arlington, Fairfax, Washington and Wise, the cities of Alexandria, Chesapeake, Falls Church, Roanoke, and Virginia Beach, the towns of Christiansburg and Smithfield, the Northern Virginia Transportation Authority. The Executive Directors of VML and VACo serve as *ex officio* members.

VML/VACo Finance is the administrator for the VACo/VML Virginia Investment Pool. Public Trust Advisors, LLC serves as Investment Manager. Public Trust Advisors, LLC is an SEC registered, independent investment advisor, with significant local government investment pool experience and manages more than \$19 billion in public funds nationwide. Wells Fargo Bank is the custodian bank of VIP.

ORDINANCE 20170119

**TO AUTHORIZE PARTICIPATION BY THE TOWN OF CAPE CHARLES
IN THE VACO/VML VIRGINIA INVESTMENT POOL TRUST FUND FOR THE PURPOSE OF
INVESTING IN ACCORDANCE WITH SECTION
2.2-4501 OF THE VIRGINIA CODE.**

WHEREAS, Va. Code § 15.2-1500 provides, in part, that every locality shall provide for all the governmental functions of the locality, including without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

WHEREAS, the Investment of Public Funds Act (Va. Code §§ 2.2-4500 through 2.2-4519) details the eligible categories of securities and investments in which municipal corporations, other political subdivisions and other public bodies are authorized to invest funds other than sinking funds, belonging to them or within their control; and

WHEREAS, Virginia Code § 15.2-1300 provides that any power, privilege or authority exercised by any political subdivision of the Commonwealth of Virginia may be exercised jointly with any other political subdivision having a similar power, privilege or authority, by agreements with one another for joint action in accordance with the provisions of that Code section; and

WHEREAS, the City of Chesapeake, Virginia and the City of Roanoke, Virginia have jointly established and participate in the VACO/VML Virginia Investment Pool (the “Trust Fund”) for each such city; and

WHEREAS, it appearing to the Town Council of the Town of Cape Charles that it is otherwise in the best interests of the Town of Cape Charles to become a participating locality in the Trust Fund; and

WHEREAS, Deborah Pocock, the Treasurer of the Town of Cape Charles, has the authority and responsibility under Virginia law to determine the manner in which public funds other than sinking funds under his/her control will be invested;

**NOW, THEREFORE THE TOWN COUNCIL OF THE TOWN OF CAPE CHARLES
HEREBY ORDAINS:**

§ 1 That the Town Council of the Town of Cape Charles hereby establishes a trust pursuant to Section 2.2-4501 of the Virginia Code for the purpose of investing funds, other than sinking funds, determined to derive the most benefit from this investment strategy, in investments authorized under the Investment of Public Funds Act, jointly with other participating

political subdivisions and public bodies in the Trust Fund. A copy of the VACo/VML Virginia Investment Pool Trust Fund Agreement (the "Agreement") is attached and incorporated in this ordinance as Exhibit A.

§ 2 That the Town Council of the Town of Cape Charles agrees to become a "Participating Political Subdivision" in the Trust Fund, as further defined in the Agreement.

§ 3 That the Town Council of the Town of Cape Charles does hereby designate the Treasurer of the Town of Cape Charles to serve as the trustee of the Town of Cape Charles with respect to the Trust Fund, and to determine what funds under the Treasurer's control shall be invested in the Trust Fund.

§ 4 That the Town Council of the Town of Cape Charles hereby authorize the Treasurer to execute and deliver the Trust Joinder Agreement for Participating Political Subdivisions under VACo/VML Virginia Investment Pool ("Trust Joinder Agreement"), a copy of which is attached and incorporated by reference in this ordinance as Exhibit B.

§ 5 This ordinance shall become effective upon its adoption.

Adopted by the Town Council of Cape Charles on January 19, 2017.

Mayor George Proto

ATTEST:

Town Clerk

Exhibits: VACo/VML Virginia Investment Pool Trust Fund Agreement ("Exhibit A")
Trust Joinder Agreement ("Exhibit B")

**VIRGINIA INVESTMENT POOL
TRUST FUND AGREEMENT**

THIS AGREEMENT (the “Agreement”), is made by and among the Participating Political Subdivisions that execute Trust Joinder Agreements to participate in the Virginia Investment Pool Trust Fund, their duly elected Treasurers or other Chief Investment Officers empowered by law to invest the public funds of such Participating Political Subdivisions, and the individuals named as Trustees pursuant to Section 107 hereof and their successors (the “Board of Trustees”). The Participating Political Subdivisions and their Treasurers or Chief Investment Officers hereby establish with the Board of Trustees, and the Board of Trustees hereby accepts, under the terms of this Agreement, a trust for the purpose of investing moneys belonging to or within the control of the respective Participating Political Subdivisions as allowed by law.

WITNESSETH:

WHEREAS, Section 15.2-1500 of the Virginia Code provides, in part, that every locality shall provide for all the governmental functions of the locality, including, without limitation, the organization of all departments, offices, boards, commissions and agencies of government, and the organizational structure thereof, which are necessary to carry out the functions of government; and

WHEREAS, Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*) of the Virginia Code provides that all municipal corporations and other political subdivisions may invest any and all moneys belonging to them or within their control, other than sinking funds, in certain authorized investments; and

WHEREAS, Section 15.2-1300 of the Virginia Code provides that any power, privilege or authority exercised or capable of exercise by any political subdivision of the Commonwealth of Virginia may be exercised and enjoyed jointly with any other political subdivision of the Commonwealth having a similar power, privilege or authority pursuant to agreements with one another for joint action pursuant to the provisions of that section; and

WHEREAS, the City of Chesapeake and the City of Roanoke have adopted ordinances approving participation in the Virginia Investment Pool for each such locality; and

WHEREAS, the Participating Political Subdivisions and their Treasurers or Chief Investment Officers and the Board of Trustees of the Virginia Investment Pool Trust Fund (herein referred to as the “Trust Fund”) hereby establish a trust for the purpose of investing monies belonging to or within the control of the Participating Political Subdivisions, respectively, other than sinking funds, in investments authorized under Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et. seq.*); and

WHEREAS, the parties intend that the Trust Fund hereby established shall constitute a tax-exempt governmental trust under Section 115 of the Internal Revenue Code of 1986, as

amended;

NOW, THEREFORE, the parties hereto mutually agree as follows:

PART 1- GENERAL PROVISIONS

Section 100. APPLICATION.

The provisions of Part 1 are general administrative provisions applicable to each Part of this Agreement and provisions applicable to the Board of Trustees.

Section 101. NAME

The name of the trust created by this Agreement shall be the “Virginia Investment Pool Trust Fund” and the Board shall conduct the Trust’s activities, execute all documents and sue or be sued under that name. The Board may use such other designations, including “VIP”, and may adopt such other names for the Trust as the Board deems proper, and the Trust may hold property and conduct its activities under such designations or names. The Board shall take such action as they, acting with the advice of counsel, shall deem necessary or appropriate to file or register such names in accordance with the laws of the Commonwealth of Virginia or the United States of America so as to protect and reserve the right of the Trust in and to such names.

Section 102. DEFINITIONS.

The following definitions shall apply to this Agreement, unless the context of the term indicates otherwise, and shall govern the interpretation of this Agreement:

A. Administrator. The term “Administrator” means the Virginia Local Government Finance Corporation (d/b/a “VML/VACo Finance”) or any successor designated by the Board of Trustees to administer the Trust Fund.

B. Beneficial Interest. The right of a party to some distribution or benefit from the Trust Fund; a vested interest in the Trust Fund’s assets.

C. Business Day. Means a day on which banks are not required or authorized by law to close in the State and on which the Investment Advisor or Custodian is not closed.

D. Code. The term “Code” means the Internal Revenue Code of 1986, as amended, and, as relevant in context, the Internal Revenue Code of 1954, as amended.

E. Custodian. The term “Custodian” means the banks, mutual funds, insurance companies or other qualified entities selected by the Board of Trustees, under a separate written document with each, to accept contributions from Participating Political Subdivisions and to hold the assets of the Trust Fund.

F. Effective Date. The term “Effective Date” means the date coinciding with the last to occur of each of the following events: (i) passage of an ordinance by each of the City of Chesapeake and the City of Roanoke approving such governmental entities as Participating Political Subdivisions in the Trust Fund; (ii) execution by the authorized officer of each such governmental entity of the Trust Joinder Agreement; (iii) execution of this Agreement by all members of the initial Board of Trustees and the Administrator; and (iv) any contribution of cash to the Trust by a Participating Political Subdivision.

G. Participating Political Subdivision. The term “Participating Political Subdivision” means any county, city, town, or other political subdivision within the State whose governing body has passed an ordinance or resolution to participate in the Trust Fund, or is otherwise entitled to participate in accordance with State law, and whose Treasurer or Chief Investment Officer, serving as trustee for such Participating Political Subdivision, executes a Trust Joinder Agreement, as provided in Section 301 hereof.

H. Treasurer. The term “Treasurer” means an officer described in Article VII, Section 4, of the Constitution of Virginia who shall serve as the trustee and representative of its Participating Political Subdivision for purposes of this Agreement. Treasurers shall vote the beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement. Nothing in this agreement shall be construed to limit the discretion of a duly elected Treasurer to invest the public funds of his or her political subdivision in any manner otherwise permitted by law, nor shall the decision of any local governing body to become a Participating Political Subdivision under this agreement compel any duly elected Treasurer having responsibility for such investments of public funds to invest any the locality’s funds in the Trust Fund created under this Agreement.

I. Chief Investment Officer. The term “Chief Investment Officer” means an officer designated by the governing body of a Participating Political Subdivision to invest public funds on behalf of the political subdivision and to serve as the trustee of such Participating Political Subdivision with respect to the Trust Fund, but only in a political subdivision that does not have an elected treasurer empowered by law to perform those functions. The term “Chief Investment Officer” may include certain individuals holding the title of “treasurer” for the political subdivision but who are not included in the definition in Subsection F. Each Treasurer or Chief Investment Officer, as the case may be, shall be the trustee and representative of his or her Participating Political Subdivision for purposes of this Agreement and shall vote the beneficial interest of such Participating Political Subdivision in the Trust Fund, as prescribed in Part 3 of this Agreement.

J. Fiscal Year. The first fiscal year of the Trust Fund shall be a short fiscal year beginning on the Effective Date of this Agreement and ending on June 30, 2014. Each subsequent fiscal year of the Trust Fund shall begin on the first day of July and end on the thirtieth day of June.

K. Investment Advisor. Shall mean any person or persons appointed, employed or contracted with by the Administrator on behalf of the Trust pursuant to Section 202 C. hereof.

L. Investment Policy. The term “Investment Policy” means the Virginia Investment Pool Trust Fund Investment Policy, as established by the Board of Trustees, as amended from time to time.

M. Prudent Person. A person who conducts himself faithfully, with intelligence, and exercising sound discretion in the management of his affairs, not in regard to speculation, but in regard to the permanent disposition of his funds, considering the probable income, as well as the probable safety of capital to be invested.

N. State. The term “State” means the Commonwealth of Virginia.

O. Trust Fund. The term “Trust Fund” means the Virginia Investment Pool Trust Fund, comprised of all of the assets set aside hereunder.

P. Trust Joinder Agreement. The term “Trust Joinder Agreement” means the agreement, in the form attached hereto as Exhibit A, pursuant to which the Participating Political Subdivision joins in the Trust Fund, with the Treasurer or Chief Investment Officer, as the case may be, serving as the trustee of such Participating Political Subdivision, and agrees to be bound by the terms and conditions of the Virginia Investment Pool Trust Fund Agreement, as provided in Section 301 hereof.

Q. Trustees. The term “Trustees” means the individuals who serve on the Board of Trustees of the Trust Fund pursuant to Section 107 hereof and their successors.

R. Virginia Code. The term “Virginia Code” means the laws embraced in the titles, chapters, articles and sections designated and cited as the “Code of Virginia,” under the laws of the State.

S. VIP Stable NAV Liquidity Pool. The name of one of the portfolios of the Virginia Investment Pool Trust Fund in which assets are invested to facilitate overnight liquidity and the maintenance of a stable Net Asset Value, with the price of shares in the portfolio targeted to maintain a value of \$1.00.

T. VIP 1-3 Year High Quality Bond Fund. The name of one of the portfolios of the Virginia Investment Pool Trust Fund in which assets are invested in fixed income securities benchmarked with the Bank of America Merrill Lynch 1-3 Year Corporate/Government Index. The Pool is intended for the management of assets that Participating Political Subdivisions intend to invest for one year or longer.

Section 103. GENERAL DUTIES AND MEETINGS OF THE BOARD OF TRUSTEES.

A. General Duties. The Board of Trustees and each Investment Manager appointed pursuant to this Agreement shall discharge their respective duties under this Agreement solely as follows: (i) except as otherwise provided by any applicable provision of any statute, regulation, ordinance, or resolution, for the exclusive purpose of fulfilling the investment objectives of the Participating Political Subdivisions and defraying the reasonable expenses of administering the

Trust Fund; (ii) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and with like aims; and (iii) by diversifying the investments of the Trust Fund so as to minimize the risk of large losses unless under the circumstances, it is clearly prudent not to do so. However, the duties and obligations of the Board of Trustees and each Investment Manager, respectively, as such, shall be limited to those expressly imposed upon them, respectively, by this Agreement. The Board of Trustees shall administer the Trust Fund in compliance with Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 et. seq.)

1. Authority of the Trustees. The Trustees shall have the power and authority and shall be charged with the duty of general supervision and operation of the Trust Fund, and shall conduct the business and activities of the Trust Fund in accordance with this Agreement, the Trust Joinder Agreements, rules and regulations adopted by the Board of Trustees and applicable law.

2. Trustees' Liabilities. No Trustee shall be liable for any action taken pursuant to this Agreement in good faith or for an omission except bad faith or gross negligence, or for any act of omission or commission by any other Trustee. The Trustees are hereby authorized and empowered to obtain, at the expense of the Trust Fund, liability insurance fully protecting the respective Trustees, the Administrator, and the Trust Fund from any loss or expense incurred, including reasonable attorney's fees, for all acts of the Trustees except bad faith or gross negligence. The Trust Fund shall save, hold harmless and indemnify the Trustees and Administrator from any loss, damage or expense incurred by said persons or entities while acting in their official capacity excepting bad faith or gross negligence.

3. Standard of Review. In evaluating the performance of the Trustees, compliance by the Trustees with this Agreement must be determined in light of the facts and circumstances existing at the time of the Trustees' decision or action and not by hindsight.

4. Limitations on Liabilities. The Trustees' responsibilities and liabilities shall be subject to the following limitations:

- a. The Trustees shall have no duties other than those expressly set forth in this Agreement and those imposed on the Trustees by applicable laws.
- b. The Trustees shall be responsible only for money actually received by the Trustees, and then to the extent described in this Agreement.
- c. The Trustees shall not be responsible for the correctness of any determination of payments or disbursements from the Trust Fund.
- d. The Trustees shall have no liability for the acts or omissions of any predecessor or successor in office.

- e. The Trustees shall have no liability for (i) the acts or omissions of any Investment Advisor or Advisors, or Investment Manager or Managers; (ii) the acts or omissions of any insurance company; (iii) the acts or omissions of any mutual fund; or (iv) following directions that are given to the Trustees by the Treasurer or Chief Investment Officer in accordance with this Agreement.

B. Reliance on Counsel. The Board of Trustees may employ, retain or consult with legal counsel, who may be counsel for the Administrator, concerning any questions which may arise with reference to the duties and powers or with reference to any other matter pertaining to this Agreement; and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by the Trustees in good faith in accordance with the opinion of such counsel, and the Trustees shall not be individually or collectively liable therefor.

C. Meetings. The Board of Trustees shall meet at least three times per year, and more frequently if called, at the principal office of the Trust Fund or at such other location as may be acceptable to a majority of the Trustees. One such meeting of the Board of Trustees shall be held as soon as practicable after the adjournment of the annual meeting of Treasurers or Chief Investment Officers of Participating Political Subdivisions at such time and place as the Board of Trustees may designate. Other meetings of the Board of Trustees shall be held at places within the Commonwealth of Virginia and at times fixed by resolution of the Board of Trustees, or upon call of the Chairperson of the Board or a majority of the Trustees, on not less than ten (10) days' advance notice. Such notice shall be directed to the Trustees by U. S. mail to the respective addresses of the Trustees as recorded in the office of the Trust Fund or by electronic mail. The notice of any special meetings of the Board of Trustees shall state the purpose of the meeting.

A majority of the number of Trustees elected and serving at the time of any meeting shall constitute a quorum for the transaction of business. Each Trustee shall be entitled to cast a single vote of equal weight on each question coming before the Board. Proxy voting is not allowed. The act of a majority of Trustees present at a meeting at which a quorum is present, shall be the act of the Board of Trustees unless otherwise specified in this agreement. Less than a quorum may adjourn any meeting.

Robert's Rules of Order Newly Revised (11th edition) shall be the parliamentary authority for the Board of Trustees.

D. Office of the Trust Fund. The Administrator shall establish, maintain and provide adequate funding for an office for the administration of the Trust Fund. The address of such office is to be made known to the parties interested in or participating in the Trust Fund and to the appropriate governmental agencies. The official books and records pertaining to the Trust Fund and its administration shall be kept and maintained at the office of the Trust Fund.

E. Execution of Documents. A certificate signed by a person designated by the

Board of Trustees to serve as Secretary shall be evidence of the action of the Trustees, and any such certificate or other instrument so signed shall be kept and maintained at the office of the Trust Fund and may be relied upon as an action of the Trustees.

F. Appointment and Removal of Administrator. The Virginia Local Government Finance Corporation is hereby initially designated the Administrator pursuant to an administrative services agreement between the parties. The Board of Trustees shall provide compensation for the Administrator to administer the affairs of the Trust Fund. Any three (3) Trustees may call for a vote of the Board of Trustees to remove the Administrator by providing no less than 30 days' notice to the other Trustees and to the Administrator. A vote will be scheduled at the next meeting of the Board of Trustees, for which sufficient notice can be given, at which meeting the Administrator may be removed on a majority vote of the Trustees then serving. Upon removal of the Administrator, the Board of Trustees shall designate a successor Administrator.

G. Duty to Furnish Information. The Treasurers or Chief Investment Officers and the Board of Trustees shall furnish to each other any document, report, return, statement or other information that the other reasonably deems necessary to perform duties imposed under this Agreement or otherwise imposed by law.

H. Reliance on Communications. The Board of Trustees may rely upon a certification of a Treasurer or Chief Investment Officer with respect to any instruction, direction, or approval of its Participating Political Subdivision and may continue to rely upon such certification until a subsequent certification is filed with the Trustees. The Trustees shall have no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the Treasurer or Chief Investment Officer and its Participating Political Subdivision.

Section 104. ADMINISTRATIVE POWERS AND DUTIES.

A. Trustees. The Board of Trustees, in addition to all powers and authorities under common law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*), and subject to the requirements and limitations imposed by the common law or statutory authority, including Chapter 45 of Title 2.2 of the Virginia Code (§§ 2.2-4500 *et seq.*), shall have and in its sole and absolute discretion may exercise from time to time and at any time, either through its own actions, delegation to the Administrator, or through a Custodian selected by the Board of Trustees, the following administrative powers and authority with respect to the Trust Fund:

1. To receive for the purposes hereof all cash contributions paid to it by or at the direction of the Participating Political Subdivisions or their Treasurers or Chief Investment Officers.
2. To hold, invest, reinvest, manage, administer and distribute cash balances as shall be transferred to the Trustees from time to time by the Participating Political Subdivisions or their Treasurers or Chief Investment Officers and the increments,

proceeds, earnings and income thereof for the exclusive benefit of Participating Political Subdivisions.

3. To continue to hold any property of the Trust Fund that becomes otherwise unsuitable for investment for as long as the Board of Trustees in its discretion deems desirable; to reserve from investment and keep unproductive of income, without liability for interest, cash temporarily awaiting investment and such cash as it deems advisable, or as the Administrator from time to time may specify, in order to meet the administrative expenses of the Trust Fund or anticipated distributions therefrom.

4. To hold property of the Trust Fund in the name of the Trust Fund, or in the name of a nominee or nominees (e.g., registered agents), without disclosure of the trust, or in bearer form so that it will pass by delivery, but no such holding shall relieve the Board of Trustees of its responsibility for the safe custody and disposition of the Trust Fund in accordance with the provisions of this Agreement; the books and records of the Board of Trustees shall show at all times that such property is part of the Trust Fund and the Board of Trustees shall be absolutely liable for any loss occasioned by the acts of its nominee or nominees with respect to securities registered in the name of the nominee or nominees.

5. To employ in the management of the Trust Fund suitable agents, without liability for any loss occasioned by any such agents, so long as they are selected with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

6. To make, execute and deliver, as trustee, any deeds, conveyances, leases, mortgages, contracts, waivers or other instruments in writing that it may deem necessary or desirable in the exercise of its powers under this Agreement.

7. To do all other acts that it may deem necessary or proper to carry out any of the powers set forth in this Section 104 or Section 202, to administer or carry out the purposes of the Trust Fund, or as otherwise is in the best interests of the Trust Fund; provided, however, the Board of Trustees need not take action unless in its opinion there are sufficient Trust Fund assets available for the expense thereof.

8. To adopt rules and regulations governing the Trustees' operations and procedures.

9. To contract with municipal corporations, political subdivisions and other public entities of State or of local government and private entities for the provision of Trust Fund services and for the use or furnishing of services and facilities necessary, useful, or incident to providing Trust Fund services.

10. To advise the Administrator on the establishment of expectations with regard to the provision of administrative services and the establishment of appropriate fee

levels.

11. To establish and charge fees for participation in the Trust Fund and for additional administrative services provided to a Participating Political Subdivision in addition to any fees charged by other administrative service providers.

12. To collect and disburse all funds due or payable from the Trust Fund, under the terms of this Agreement.

13. To provide for and promulgate all rules, regulations, and forms deemed necessary or desirable in contracting with Treasurers and Chief Investment Officers and their Participating Political Subdivisions, in fulfilling the Trustees' purposes and in maintaining proper records and accounts.

14. To employ insurance companies, banks, trust companies, investment brokers, investment advisors, or others as agents for the receipt and disbursement of funds held in trust for Participating Political Subdivisions.

15. To determine, consistent with the applicable law and the procedures under the Trust Fund, all questions of law or fact that may arise as to investments and the rights of any Participating Political Subdivision to assets of the Trust Fund.

16. Subject to and consistent with the Code and the Virginia Code, to construe and interpret the Trust Agreement and to correct any defect, supply any omissions, or reconcile any inconsistency in the Agreement.

17. To contract for, purchase or otherwise procure insurance and investment products.

B. Administrator. Pursuant to an administrative services agreement between the Board of Trustees and the Administrator, the Administrator shall have the power and authority to implement policy and procedural matters as directed by the Board of Trustees as they relate to the ongoing operation and supervision of the Trust Fund and the provisions of this Agreement and applicable law. The Administrator shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. The premium on such bond shall be paid from the Trust Fund, which bond shall be continued in force in such amount as the Board of Trustees may from time to time require. If the Administrator's bond is refused, or is ever cancelled, the Administrator may be removed on a majority vote of the Trustees then serving.

Section 105. TAXES, EXPENSES AND COMPENSATION OF TRUSTEES.

A. Taxes. The Administrator, without direction from the Board of Trustees, shall pay out of the Trust Fund all taxes, if any, properly imposed or levied with respect to the Trust Fund, or any part thereof, under applicable law, and, in its discretion, may contest the validity or amount of any tax, assessment, claim or demand respecting the Trust Fund or any part thereof.

B. Expenses and Compensation. The Board of Trustees is authorized to set aside from Participating Political Subdivision contributions received and the investment income earned thereon a reasonable sum for the operating expenses and administrative expenses of the Trust Fund including but not limited to, the employment of such administrative, legal, accounting, and other expert and clerical assistance, and the purchase or lease of such materials, supplies and equipment as the Board of Trustees, in its discretion, may deem necessary or appropriate in the performance of its duties, or the duties of the agents or employees of the Trust Fund or the Trustees.

All remaining funds coming into the Trust shall be set aside, managed and used only for the benefit of Participating Political Subdivisions.

Section 106. COMMUNICATIONS.

Until notice is given to the contrary, communication to the Trustees or to the Administrator shall be sent to them at the Trust Fund's office in care of the Administrator. The Administrator's address is VML/VACo Finance at 919 E. Main Street, Suite 1100 Richmond, VA 23219.

Section 107. APPOINTMENT, RESIGNATION OR REMOVAL OF TRUSTEES.

A. Appointment of Trustees and Length of Appointment. The number of Trustees serving on the Board of Trustees shall be fourteen (14).

1. The initial group of Trustees to establish the Trust Fund will be comprised as follows: (a) the Treasurer of the City of Chesapeake, (b) the Treasurer of the City of Roanoke, (c) five (5) individuals designated by the Board of Directors of the Virginia Association of Counties ("VACo"), (d) five (5) individuals designated by the Board of Directors of the Virginia Municipal League ("VML"), (e) the Executive Director of VACo, who shall serve as a non-voting *ex officio* trustee, and (f) the Executive Director of VML, who shall serve as a non-voting *ex officio* trustee. VACo and VML shall give priority for appointment to Treasurers and Chief Investment Officers. The appointees of VACo and VML serve until successor trustees are elected at the first annual meeting of the Treasurers and Chief Investment Officers.

2. With the first annual meeting of the Treasurers and Chief Investment Officers, the Board of Trustees shall be divided into three classes, A, B, and C. Class A will include the Treasurers of the two founding Participating Political Subdivisions, who shall continue to serve for two 3-year terms until successor trustees are elected at the annual meeting of the Treasurers and Chief Investment Officers to be held in Fiscal Year 2021 (the "Fiscal Year 2021 annual meeting"), and two trustees to be elected to serve until successor trustees are elected at the annual meeting to be held in Fiscal Year 2018. Class B, will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year 2017. Class C will serve for a transitional period until successor trustees are elected at the annual meeting to be held in Fiscal Year

2016.

One of the Class B seats and one of the Class C seats will be designated to be filled by a Treasurer or Chief Investment Officer of a locality with a population of 75,000 or less, according to the latest decennial census. Individuals who do not meet this requirement may not be nominated for a seat so designated.

3. On or after July 1, 2014, the Trustees shall solicit nominations from the Treasurers and Chief Investment Officers of Participating Political Subdivisions for two Class A, four Class B, and four Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustees by vote at the Fiscal Year 2015 annual meeting of the Treasurers and Chief Investment Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

4. On or after July 1, 2015, the Trustees shall solicit nominations from Treasurers and Chief Investment Officers of Participating Political Subdivisions for Class C Trusteeships, and such nominees, along with any nominations from the floor, shall constitute the candidates for the election of Trustee by vote at the Fiscal Year 2016 annual meeting of the Treasurers and Chief Operating Officers as provided in Section 307. In the event that there are not a sufficient number of eligible nominees from among Participating Political Subdivisions, nominations will be provided by the Executive Directors of the Virginia Association of Counties and the Virginia Municipal League. VACo and VML shall give priority for nomination, firstly, to Treasurers and Chief Investment Officers of Participating Political Subdivisions and, secondly, to treasurers and chief investment officers of non-participating political subdivisions.

5. At each annual meeting of Treasurers and Chief Investment Officers following the transitional period, the successors to the class of Trustees whose terms shall then expire shall be identified as being of the same class as the trustees they succeed and elected to hold office for a term expiring at the third succeeding annual meeting of Treasurers and Chief Investment Officers. Trustees shall hold their offices until the next annual meeting of Treasurers and Chief Investment Officers for such Trustee's respective Class and until their successors are elected and qualify.

6. At each annual meeting of the Treasurers and Chief Investment Officers, the incumbent Trustees will present all nominations received for each class of Trustees (A, B, and/or C) for which an election is to be held and entertain nominations from the floor. If a Treasurer or Chief Investment Officer does not designate a particular class for its nominee(s), such names will be included on the lists of eligible nominees for each class for which an election is to be held unless the individual named is elected to

another seat.

7. No individual Trustee may be elected or continue to serve as a Trustee after becoming an owner, officer or employee of the Administrator, an Investment Advisor, an Investment Manager or a Custodian. Beginning with the FY 2017 annual meeting, no Trustee may be elected or continue to serve as a Trustee unless he or she is a Treasurer or Chief Investment Officer of a Participating Political Subdivision or has received a delegation of authority according to the requirements of Section 107(A)(8). In the event that there are not a sufficient number of eligible nominees as of the date of the annual meeting, the position will be declared vacant.

8. A Treasurer or Chief Investment Officer may delegate to a subordinate officer who holds investment responsibilities the authority to seek election to and serve as a member of the Board of Trustees as a representative of the Participating Political Subdivision. Such officers will be entitled to the same rights and responsibilities as Treasurers and Chief Investment Officers with respect to seeking election to and serving on the Board of Trustees. The delegation of authority and any subsequent rescission of a delegation of authority must be delivered in writing to the Secretary of the Board of Trustees. If a delegation of authority is rescinded, the affected position on the Board of Trustees will be considered vacated. All references to "Treasurers" and "Chief Investment Officers" in Section 107 will pertain equally to such individuals delegated authority under this provision.

9. Each Trustee and each successor Trustee shall acknowledge and consent to his or her election as a Trustee at the annual meeting at which he/she is elected or, if subsequent to the annual meeting, by giving written notice of acceptance of such election to the Chairperson of the Trustees.

B. Resignation of a Trustee.

1. A Trustee may resign from all duties and responsibilities under this Agreement by giving written notice to the Chairperson of the Trustees. The Chairperson may resign from all duties and responsibilities under this Agreement by giving written notice to all of the other Trustees. Such notice shall state the date such resignation shall take effect and such resignation shall take effect on such date but not later than sixty (60) days after the date such written notice is given.

2. Any Trustee, upon leaving office, shall forthwith turn over and deliver to the Administrator at the principal office of the Trust Fund any and all records, books, documents or other property in his or her possession or under his or her control which belong to the Trust Fund.

C. Removal of a Trustee. Each Trustee, unless due to resignation, death, incapacity, removal, or conviction of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, shall serve and shall continue to serve as Trustee hereunder, subject to the provisions of this Agreement.

A Trustee shall relinquish his or her office or may be removed by a majority vote of the Trustees then serving or *ipso facto* when the Employer which he/she represents is no longer a Participating Political Subdivision in the Trust Fund. Notice of removal of a Trustee shall be furnished to the other Trustees by the Chairperson of the Trustees and shall set forth the effective date of such removal. Notice of removal of the Chairperson shall be furnished to the other Trustees by the Administrator and shall set forth the effective date of such removal.

D. Appointment of a Successor Trustee. Except as otherwise provided in part A.1 of this Section with respect to the initial term of Class A Trustees, in the event a Trustee shall die, resign, become incapacitated, be removed from office, or convicted of a felony or any offense for which registration is required as defined in Virginia Code § 9.1-902, a successor Trustee shall be elected forthwith by the affirmative vote of the majority of the remaining Trustees though less than a quorum of the Board of Trustees. The notice of the election of a successor Trustee shall be furnished to the other Trustees by the Chairperson. In case of the removal, death, resignation, etc. of the Chairperson, notice of the election of a successor Trustee, and the new Chairperson, shall be furnished to the other Trustees by the Administrator. Nominations for interim replacement of vacant positions may be made by any member of the Board of Trustees. The term of office of any Trustee so elected shall expire at the next Annual Meeting of Treasurers and Chief Investment Officers at which Trustees are elected. The successor Trustee shall be elected to complete the term for the Class to which such Trustee has been assigned. In the event that a vacancy occurs in the office of either the Treasurer of Chesapeake or the Treasurer of Roanoke prior to the FY 2021 annual meeting, the newly assigned Treasurer of the founding Participating Political Subdivision will automatically assume the vacant position.

E. Trustees' Rights. In case of the death, resignation or removal of any one or more of the Trustees, the remaining Trustees shall have the powers, rights, estates and interests of this Agreement as Trustees and shall be charged with the duties of this Agreement; provided in such cases, no action may be taken unless it is concurred in by a majority of the remaining Trustees. However, if such vacancies leave less than a quorum of Trustees, the remaining trustees may only act to appoint successors. Only after a quorum has been established may the trustees take the other actions established in this subsection.

Section 108. BONDING.

All Trustees shall immediately make application for a fidelity bond, to any company designated by the Board of Trustees, in such amount as may be specified by the Board of Trustees. Premiums on such bonds shall be paid from the Trust Fund, which bonds shall be continued in force in such amount as the Board of Trustees may from time to time require. If a Trustee's bond is refused, or is ever cancelled, except with the Board of Trustees' approval, such Trustee may be removed from office by majority vote of the Trustees then serving.

PART 2 – PROVISIONS APPLICABLE TO INVESTMENTS

Section 200. APPLICATION.

The provisions of Part 2 apply to the investments of the Trust Fund.

Section 201. ADMINISTRATION OF TRUST.

A. General. All such assets shall be held by the Trustees in the Trust Fund.

B. Contributions. The Board of Trustees hereby delegates to the Custodian the responsibility for accepting cash contributions to the Trust Fund, and the Custodian shall have the responsibility for accepting cash contributions by Participating Political Subdivisions. Assets held in the Trust Fund shall be dedicated to the benefit of each Participating Political Subdivision, respectively, or to defraying reasonable expenses of the Trust Fund. All contributions by a Participating Political Subdivision shall be transferred to the Trust Fund to be held, managed, invested and distributed as part of the Trust Fund by the Trustees in accordance with the provisions of this Agreement and applicable law.

C. Applicable Laws and Regulations. The Board of Trustees shall be authorized to take the steps it deems necessary or appropriate to comply with any laws or regulations applicable to the Trust Fund.

D. Accumulated Share. No Participating Political Subdivision shall have any right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to each Participating Political Subdivision.

Section 202. MANAGEMENT OF INVESTMENTS OF THE TRUST FUND.

A. Authority of Trustees. Except as set forth in subsections C, D, F, or G of this Section, and except as otherwise provided by law, the Board of Trustees shall have exclusive authority and discretion to manage and control the assets of the Trust Fund held by them pursuant to the guidelines established by the Board of Trustees in the Investment Policy.

B. Investment Policy. The Board of Trustees, as its primary responsibility under this Agreement, shall develop written Investment Policies establishing guidelines applicable to the investment of the assets of the Trust Fund, and from time to time shall modify such Investment Policies, in light of the short and long-term financial interests of the Participating Political Subdivisions and the Trust Fund. The Investment Policies shall serve as the description of the funding policies and method for the Trust Fund.

C. Investment Advisor. From time to time, the Administrator may, pursuant to approval of the Board of Trustees, appoint one (1) or more independent Investment Advisors ("Investment Advisor"), pursuant to a written investment advisory agreement with each, describing the powers and duties of the Investment Advisor with regard to the management of all or any portion of any investment or trading account of the Trust Fund. The Investment Advisor shall review, a minimum of every calendar quarter, the suitability of the Trust Fund's investments, the performance of the Investment Managers and their consistency with the

objectives of the Investment Policy with assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Advisor prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Advisor will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

Subject to the approval of the Board of Trustees, the Investment Advisor shall recommend an asset allocation for the Trust Fund that is consistent with the objectives of the Investment Policy. If the Board of Trustees shall approve a separate Investment Policy with respect to assets in a segregated portion of the Trust Fund, the Investment Advisor shall recommend an asset allocation for such segregated portion of the Trust Fund that is consistent with the objectives of such Investment Policy. At least annually, the Investment Advisor shall review the Investment Policy and asset allocation with the Board of Trustees. The Investment Advisor shall also advise the Board of Trustees with regard to investing in a manner that is consistent with applicable law, based on majority vote of the Board of Trustees, and in consideration of the expected distribution requirements of the Plans.

D. Investment Managers. The Board of Trustees, from time to time, may appoint one (1) or more independent Investment Managers (“Investment Manager”), pursuant to a written investment management agreement with each, describing the powers and duties of the Investment Manager to invest and manage all or a portion of the Trust Fund. The Investment Manager shall have the power to direct the management, acquisition or disposition of that portion of the Trust Fund for which the Investment Manager is responsible.

The Board of Trustees shall be responsible for ascertaining that each Investment Manager, while acting in that capacity, satisfies the following requirements:

1. The Investment Manager is either (i) registered as an investment advisor under the Investment Advisors Act of 1940, as amended; (ii) a bank as defined in that Act; or (iii) an insurance company qualified to perform the services described herein under the laws of more than one state; and
2. The Investment Manager has acknowledged in writing to the Board of Trustees that it is a fiduciary with respect to the assets in the portion of the Trust Fund for which the Investment Manager has responsibility for management, acquisition or disposition.

If the Administrator contracted with a lead Investment Manager prior to the establishment of this Agreement, the Board of Trustees may ratify such contract. The lead Investment Manager will serve at the pleasure of the Board of Trustees and will be compensated for its recurring, usual and customary services.

E. Custodian. The Custodian is responsible for holding all funds and securities in a separate account in the name of the Trust, collecting all income and principal due the Trust

from securities held, accepting contributions and distributing redemptions, and properly accepting for delivery and/or delivering securities in accordance with the contract between the Trust and the Custodian.

The Board on behalf of the Trust shall employ a bank or trust company organized under the laws of the United States of America or the Commonwealth of Virginia. The Custodian shall be subject to such restrictions, limitations, and other requirements set forth in a Custodian Agreement to be entered into between the Board and the Custodian.

The Custodian shall have such duties as are set forth in the Custodian Agreement. Such Agreement shall also provide that it may be terminated at any time without cause and without the payment of any penalty on 45 days' written notice.

In the event that, at any time, the Custodian shall resign or shall be terminated the Board shall appoint a successor.

F. Absence of Trustees' Responsibility for Investment Advisor and Manager. Except to the extent provided in paragraph A of Section 103 above, the Board of Trustees, collectively and individually, shall not be liable for any act or omission of any Investment Manager and shall not be under any obligation to invest or otherwise manage the assets of the Trust Fund that are subject to the management of any Investment Manager. Without limiting the generality of the foregoing, the Board of Trustees shall be under no duty at any time to make any recommendation with respect to disposing of or continuing to retain any such asset. Furthermore, the Board of Trustees, collectively and individually, shall not be liable by reason of its taking or refraining from taking the advice of the Investment Advisor any action pursuant to this Section, nor shall the Board of Trustees be liable by reason of its refraining from taking any action to remove or replace any Investment Manager on advice of the Investment Advisor; and the Trustees shall be under no duty to make any review of an asset acquired at the direction or order of an Investment Manager.

G. Reporting. The Board of Trustees shall be responsible for and shall cause to be filed periodic audits, valuations, reports and disclosures of the Trust Fund as are required by law or agreements. Notwithstanding anything herein to the contrary, the Board of Trustees shall cause the Trust Fund to be audited by a certified public accounting firm retained for this purpose at least once each year. The Board of Trustees may employ professional advisors to prepare such audits, valuations, reports and disclosures and the cost of such professional advisors shall be borne by the Trust Fund.

H. Commingling Assets. Except to the extent prohibited by applicable law, the Board of Trustees may commingle the assets of all Participating Political Subdivisions held by the Board of Trustees under this Agreement for investment purposes in the Trust Fund and shall hold the Trust Fund in trust and manage and administer the same in accordance with the terms and provisions of this Agreement. However, the assets of each Participating Political Subdivision shall be accounted for separately.

I. Record of Shares. The Trust shall maintain records which shall contain:

- i. The names and addresses of Participating Political Subdivisions;
- ii. The number of shares representing their respective interests hereunder; and
- iii. A record of all allocations and redemptions.

Such records shall be conclusive as to the identity of the Participating Political Subdivisions to which shares are allocated. Only those Participating Political Subdivisions whose allocation of shares is recorded in the Trust records shall be entitled to receive distributions with respect to shares or otherwise to exercise or enjoy the rights and benefits related to the beneficial interests represented by the shares. No Participant shall be entitled to receive any distribution, nor to have notices given to it, until it has given its appropriate address to the Trust.

J. Maintenance of Records. The Administrator, or such other entity appointed by the Board, shall record the allocations of shares in the records of the Trust,

K. No Transfer of Shares. The beneficial interests measured by the shares shall not be transferable, in whole or in part, other than to the Trust itself for purposes of redemption. However, shares may be redeemed from one Participating Political Subdivision's account and the proceeds deposited directly into another Participating Political Subdivision's account upon instructions received from both respective Participants.

L. Limitation of Responsibility. The Board shall not, nor shall the Participating Political Subdivisions or any officer or other agent of the Trust, be bound to determine the existence of any trust, express, implied or constructive, or of any charge, pledge or equity to which any of the shares or any interest therein are subject, or to ascertain or inquire whether any redemption of any such shares by any Participating Political Subdivision or its representatives is authorized by such trust, charge, pledge or equity, or to recognize any person as having any interest therein except the Participating Political Subdivision recorded as the Participating Political Subdivision to which such shares are allocated. The receipt of moneys by the Participating Political Subdivision in whose name any share is recorded or by the duly authorized agent of such Participating Political Subdivision shall be a sufficient discharge for all moneys payable or deliverable in respect of such shares and from all responsibility to see the proper application thereof.

Section 203. ACCOUNTS.

The Trustees shall keep or cause to be kept at the expense of the Trust Fund accurate and detailed accounts of all its receipts, investments and disbursements under this Agreement, with the Trustees causing the Investment Advisor to account separately for each Investment Manager's portion of the Trust Fund.

Section 204. DISBURSEMENTS FROM THE TRUST.

A. Trust Payments. The Board of Trustees hereby delegates to the Administrator the

responsibility for making payments from the Trust Fund, in accordance with rules and regulations established by the Board of Trustees. Payments from the Trust Fund shall be made by electronic transfer or check (or the check of an agent) for deposit to the order of the payee. Payments or other distributions hereunder may be mailed to the payee at the address last furnished to the Administrator. The Trustees shall not incur any liability on account of any payment or other distribution made by the Trust Fund in accordance with this Section. Such payment shall be in full satisfaction of claims hereunder against the Trustee, Administrator or Participating Political Subdivision.

B. Payments from the Trust to Participating Political Subdivisions. Any and all allocated shares may be redeemed at the option and as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision upon and subject to the terms and conditions provided in this Agreement and the Informational Statement(s). The Trust shall, upon application of any Participating Political Subdivision, redeem from such Participating Political Subdivision allocated shares for an amount per share equivalent to the proportional interest in the net assets of the Trust at the time of the redemption. The procedures for effecting redemption shall be prescribed by the Board; provided, however, that such procedures shall not be structured so as to substantially and materially restrict the ability of the Participating Political Subdivisions to withdraw funds from the Trust.

C. Allocation of Expenses. The Trustees shall pay all expenses of the Trust Fund from the assets in the Trust Fund. All expenses of the Trust Fund, which are allocable to a particular investment option or account, may be allocated and charged to such investment option or account as determined by the Trustees. All expenses of the Trust Fund which are not allocable to a particular investment option or account shall be charged to each such investment option or account in the manner established by the Trustees.

Section 205. INVESTMENT PORTFOLIOS.

The Trustees shall establish two (2) investment portfolios within the Trust Fund pursuant to the Investment Policies, for communication to, and acceptance by, Treasurers and Chief Investment Officers:

- i. VIP Stable NAV Liquidity Pool. Assets in this portfolio will be invested in such a manner to facilitate overnight liquidity as well as the maintenance of a stable Net Asset Value, with the price of shares in the portfolio targeted to maintain a value of \$1.00.
- ii. VIP 1-3 Year High Quality Bond Fund. Assets in this portfolio will be invested in fixed income securities benchmarked with the Bank of America Merrill Lynch 1-3 Year Corporate/Government Index. The Pool is intended for the management of assets that Participating Political Subdivisions intend to invest for one year or longer.

The Board of Trustees may develop additional investment options, reflecting different risk/return objectives and corresponding asset mixes, for selection by Treasurers and Chief

Investment Officers, as alternatives to the current investment options. The determination to add alternative investment options to the Investment Policies, and the development of each such investment option, are within the sole and absolute discretion of the Board of Trustees. The Trustees shall transfer to any deemed investment option developed hereunder such portion of the assets of the Trust Fund as appropriate. The Trustees shall manage, acquire or dispose of the assets in an investment option in accordance with the directions given by each Treasurer or Chief Investment Officer. All income received with respect to, and all proceeds received from, the disposition of property held in an investment option shall be credited to, and reinvested in, such investment option.

If multiple investment options are developed, from time to time, the Board of Trustees may eliminate an investment option, and the proceeds thereof shall be reinvested in the remaining investment option having the shortest duration of investments unless another investment option is selected in accordance with directions given by the Treasurer or Chief Investment Officer.

Separate investment funds within the Trust Fund and varying percentages of investment in any such separate investment fund by the Participating Political Subdivisions, to the extent so determined by the Board of Trustees, are expressly permitted.

PART 3 – PROVISIONS APPLICABLE TO PARTICIPATING POLITICAL SUBDIVISIONS

Section 300. APPLICATION.

The provisions of Part 3 set forth the rights of Participating Political Subdivisions.

Section 301. PARTICIPATING POLITICAL SUBDIVISIONS.

A. Approval. The Board of Trustees or its designee shall receive applications from Treasurers and Chief Investment Officers of Participating Political Subdivisions for membership in the Trust Fund and shall approve or disapprove such applications for membership in accordance with the terms of this Agreement, the Trust Joinder Agreement, and the rules and regulations established by the Board of Trustees for admission of new Participating Political Subdivisions. The Board of Trustees shall have total discretion in determining whether to accept a new member. The Board of Trustees may delegate the authority for membership approval to the Administrator.

B. Execution of Trust Joinder Agreement. Once the governing body of a political subdivision has approved an ordinance or resolution to participate in the Trust Fund, its Treasurer or Chief Investment Officer, serving as trustee for such political subdivision, may execute a Trust Joinder Agreement in such form and content as prescribed by the Board of Trustees. By the execution of the Trust Joinder Agreement, the Participating Political Subdivision agrees to be bound by all the terms and provisions of this Agreement, the Trust Joinder Agreement, and any rules and regulations adopted by the Trustees under this Agreement. The Treasurer or Chief Investment Officer of each Participating Political

Subdivision, serving as such Participating Political Subdivision's trustee shall represent such Participating Political Subdivision's interest in all meetings, votes, and any other actions to be taken by a Participating Political Subdivision hereunder, provided that a Treasurer who elects not to invest public funds pursuant to the Joinder Agreement shall have no obligation to serve as a trustee for his or her locality.

C. Continuing as a Participating Political Subdivision. Application for participation in this Agreement, when approved in writing by the Board of Trustees or its designee, shall constitute a continuing contract for each succeeding fiscal year unless terminated by the Trustees or unless the Participating Political Subdivision resigns or withdraws from this Agreement by written notice sent by its duly authorized official. The Board of Trustees may terminate a Participating Political Subdivision's participation in this Agreement for any reason by vote of a three-fourths (3/4) majority of the voting members of the Board of Trustees present at a duly called meeting. If the participation of a Participating Political Subdivision is terminated, the Board of Trustees and the Administrator shall effect the withdrawal of such Participating Political Subdivision's beneficial interest in the Trust in accordance with its usual withdrawal policies.

Section 302. MEETINGS OF PARTICIPATING POLITICAL SUBDIVISIONS.

A. Places of Meetings. All meetings of the Treasurers and Chief Investment Officers shall be held at such place, within the Commonwealth of Virginia, as from time to time may be fixed by the Trustees.

B. Annual Meetings. The annual meeting of the Treasurers and Chief Investment Officers of Participating Political Subdivisions, for the election of Trustees and for the transaction of such other business as may come before the annual meeting, shall be held at such time on such business day between September 1st and October 31st as shall be designated by resolution of the Board of Trustees.

C. Special Meetings. Special meetings of the Treasurers or Chief Investment Officers for any purpose or purposes may be called at any time by the Chairperson of the Board of Trustees, by the Board of Trustees, or if Treasurers and Chief Investment Officers together holding at least twenty percent (20%) of all votes entitled to be cast on any issue proposed to be considered at the special meeting sign, date and deliver to the Trust Fund's Secretary one or more written demands for the meeting describing the purpose or purposes for which it is to be held. At a special meeting no business shall be transacted and no action shall be taken other than that stated in the notice of the meeting.

D. Notice of Meetings. Written notice stating the place, day and hour of every meeting of the Treasurers and Chief Investment Officers and, in case of a special meeting, the purpose or purposes for which the meeting is called, shall be given not less than ten (10) nor more than sixty (60) days before the date of the meeting to each Participating Political Subdivision's Treasurer or Chief Investment Officer of record entitled to vote at such meeting, at the address which appears on the books of the Trust Fund. Such notice may include any rules established by the Board of Trustees governing the nomination and election of candidates,

determination of vote allocations, and other such matters.

E. Quorum. Any number of Treasurers and Chief Investment Officers together holding at least a majority of the outstanding beneficial interests entitled to vote with respect to the business to be transacted, who shall be physically present in person at any meeting duly called, shall constitute a quorum of such group for the transaction of business. If less than a quorum shall be in attendance at the time for which a meeting shall have been called, the meeting may be adjourned from time to time by a majority of the Treasurers and Chief Investment Officers present. Once a beneficial interest is represented for any purpose at a meeting of Treasurers and Chief Investment Officers, it shall be deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless a new record date is, or shall be, set for that adjourned meeting.

F. Voting. At any meeting of the Treasurers and Chief Investment Officers, each Treasurer or Chief Investment Officer entitled to vote on any matter coming before the meeting shall, as to such matter, have one vote, in person, for each two hundred fifty thousand (\$250,000) dollars, or fraction thereof, invested in its name in the Trust Fund, based upon an annual weighted average during the previous fiscal year ending June 30. Notwithstanding the preceding sentence, at any meeting held after the date the *tenth (10th)* Participating Political Subdivision joins the Trust, no one Treasurer or Chief Investment Officer may vote more than *twenty percent (20%)* of the total votes cast. A Treasurer or Chief Investment Officer may, by written and signed proxy, designate another employee or elected official of his/her Participating Political Subdivision to cast his/her votes in person at the meeting. A delegation of authority issued under Section 106(A) (8) does not replace the requirement for a written and signed proxy at meetings of the Treasurers and Chief Investment Officers of Participating Political Subdivisions.

If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, action on a matter other than election of Trustees shall be approved if the votes cast favoring the action exceed the votes cast opposing the action, unless a vote of a greater number is required by this Agreement. If a quorum is present at a meeting of the Treasurers and Chief Investment Officers, nominees for Trustees for all open seats for each class of Trustees on the Board of Trustees shall be elected by a plurality of the votes cast by the beneficial interests entitled to vote in such election.

Treasurers and Chief Investment Officers at the annual meeting will vote at one time to fill all open positions within a single class of Trustees. Elections will be held by class, in the order of the length of the terms to be filled, beginning with the longest term. Each Treasurer or Chief Investment Officer will cast up to the full number of its votes for each open position within a class of Trustees but may not cast votes for more than the number of open positions in such class. Those nominees receiving the largest plurality of votes, up to the number of positions to be filled, will be declared elected. Subsequent votes may be held to break any ties, if necessary, in order to elect the correct number of Trustees.

PART 4 – PROVISIONS APPLICABLE TO OFFICERS

Section 401. ELECTION AND REMOVAL OF OFFICERS.

A. Election of Officers; Terms. The Board of Trustees shall appoint the officers of the Trust Fund. The officers of the Trust Fund shall consist of a Chairperson of the Board, a Vice-Chairperson, and a Secretary. The Secretary need not be a member of the Board of Trustees and may be the Administrator. Other officers, including assistant and subordinate officers, may from time to time be elected by the Board of Trustees, and they shall hold office for such terms as the Board of Trustees may prescribe. All officers shall hold office until the next annual meeting of the Board of Trustees and until their successors are elected.

B. Removal of Officers; Vacancies. Any officer of the Trust Fund may be removed summarily with or without cause, at any time, on a three-fourths ($\frac{3}{4}$) vote of the Board of Trustees present at a duly called meeting. Vacancies may be filled by the Board of Trustees.

Section 402. DUTIES.

A. Duties, generally. The officers of the Trust Fund shall have such duties as generally pertain to their offices, respectively, as well as such powers and duties as are prescribed by law or are hereinafter provided or as from time to time shall be conferred by the Board of Trustees. The Board of Trustees may require any officer to give such bond for the faithful performance of such officer's duties as the Board of Trustees may see fit.

B. Duties of the Chairperson. The Chairperson shall be selected from among the Trustees. Except as otherwise provided in this Agreement or in the resolutions establishing such committees, the Chairperson shall be *ex officio* a member of all Committees of the Board of Trustees. The Chairperson shall preside at all Board meetings. The Chairperson may sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments except in cases where the signing and the execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement to some other officer or agent of the Trust Fund or as otherwise required by law. In addition, he/she shall perform all duties incident to the office of the Chairperson and such other duties as from time to time may be assigned to the Chairperson by the Board of Trustees. In the event of any vacancy in the office of the Chairperson, the Vice-Chairperson shall serve as Chairperson on an interim basis until such vacancy is filled by subsequent action of the Board of Trustees.

C. Duties of the Vice-Chairperson. The Vice-Chairperson, if any, shall be selected from among the Trustees and shall have such powers and duties as may from time to time be assigned to the Vice-Chairperson. The Vice-Chairperson will preside at meetings in the absence of the Chairperson.

D. Duties of the Secretary. The Secretary shall act as secretary of all meetings of the Board of Trustees and of the Treasurers and Chief Investment Officers. When requested, the Secretary shall also act as secretary of the meetings of the Committees of the Board of Trustees. The Secretary shall keep and preserve the minutes of all such meetings in permanent books. The

Secretary shall see that all notices required to be given by the Trust Fund are duly given and served. The Secretary may, at the direction of the Board of Trustees, sign and execute in the name of the Trust Fund stock certificates, deeds, mortgages, bonds, contracts or other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Trustees or by this Agreement. The Secretary shall have custody of all deeds, leases, contracts and other important Trust Fund documents; shall have charge of the books, records and papers of the Trust Fund relating to its organization and management as a trust; and shall see that all reports, statements and other documents required by law are properly filed.

PART 5 – MISCELLANEOUS PROVISIONS

Section 501. TITLES.

The titles to Parts and Sections of this Agreement are placed herein for convenience of reference only, and the Agreement is not to be construed by reference thereto.

Section 502. SUCCESSORS.

This Agreement shall bind and inure to the benefit of the successors and assigns of the Trustees, the Treasurers and Chief Investment Officers, and the Participating Political Subdivisions.

Section 503. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute but one instrument, which may be sufficiently evidenced by any counterpart. Any Participating Political Subdivision that formally applies for participation in this Agreement by its execution of a Trust Joinder Agreement which is accepted by the Trustees shall thereupon become a party to this Agreement and be bound by all of the terms and conditions thereof, and said Trust Joinder Agreement shall constitute a counterpart of this Agreement.

Section 504. AMENDMENT OR TERMINATION OF THIS AGREEMENT; TERMINATION OF PLANS.

A. Duration. The Trust shall be perpetual, subject to the termination provisions contained in Section 504, Subsection C below.

B. Amendment. This Agreement may be amended in writing at any time by the vote of a two-thirds (2/3) majority of the Trustees. Notwithstanding the preceding sentence, this Agreement may not be amended so as to change its purpose as set forth herein or to permit the diversion or application of any funds of the Trust Fund for any purpose other than those specified herein.

The Board of Trustees, upon adoption of an amendment to this Agreement, shall provide notice by sending a copy of any such amendment to each Treasurer and Chief

Investment Officer within 15 days of adoption of such amendment. If a Treasurer or Chief Investment Officer objects to such amendment, the Treasurer or Chief Investment Officer must provide written notice of its objection and intent to terminate its participation in the Trust Fund by registered mail delivered to the Administrator within ninety (90) days of such notice, and if such notice is given, the amendments shall not apply to such Participating Political Subdivision for a period of 180 days from the date of adoption of such amendments. The Participating Political Subdivision's interest shall be terminated in accordance with the provisions of paragraph B of this section.

C. Withdrawal and Termination. Any Participating Political Subdivision may at any time in its sole discretion withdraw and terminate its interest in this Agreement and any trust created hereby by giving written notice from the Participating Political Subdivision's Treasurer or Chief Investment Officer to the Trustees in the manner prescribed by this Section. The Trust Fund may be terminated in its entirety when all participation interests of all Participating Political Subdivisions have been terminated in their entirety. This Agreement and the Trust Fund will then be terminated in its entirety pursuant to Virginia law.

In case of a termination of this Agreement, either in whole or in part by a Participating Political Subdivision, the Trustees shall hold, apply, transfer or distribute the affected assets of the Trust Fund in accordance with the applicable provisions of this Agreement and as directed by the Treasurer or Chief Investment Officer of each Participating Political Subdivision. Upon any termination, in whole or in part, of this Agreement, the Trustees shall have a right to have their respective accounts settled as provided in this Section 504.

In the case of the complete or partial termination of this Agreement as to one or more Participating Political Subdivisions, the affected assets of the Trust Fund shall continue to be held pursuant to the direction of the Trustees, for the benefit of the Participating Political Subdivision, until the Trustees, upon recommendation of the Administrator, distribute such assets to a Participating Political Subdivision, or other suitable arrangements for the transfer of such assets have been made. This Agreement shall remain in full effect with respect to each Participating Political Subdivision that does not terminate or withdraw its participation in the Trust Fund, or whose participation is not terminated by the Trustees. However, if distributions must be made, the Treasurer or Chief Investment Officer of each Participating Political Subdivision shall be responsible for directing the Administrator on how to distribute the beneficial interest of such Participating Political Subdivision. In the absence of such direction, the Administrator may take such steps as it determines are reasonable to distribute such Participating Political Subdivision's interest.

A Participating Political Subdivision must provide written notice of its intent to terminate its participation in the Trust Fund by registered mail signed by the appropriate official of the subdivision and delivered to the Administrator.

Notwithstanding the foregoing, the Trustees shall be required to pay out any assets of the Trust Fund to Participating Political Subdivisions upon termination of this Agreement or the Trust Fund, in whole or in part, upon receipt by the Trustees of written certification from the Administrator that all provisions of law with respect to such termination have been

complied with. The Administrator shall provide the required written certification to the Trustees within three (3) working days of receiving a written notice of intent to terminate as described above. The Trustees shall rely conclusively on such written certification and shall be under no obligation to investigate or otherwise determine its propriety.

When all of the assets of the Trust Fund affected by a termination have been applied, transferred or distributed and the accounts of the Trustees have been settled, then the Trustees and Administrator shall be released and discharged from all further accountability or liability respecting the Trust Fund, or portions thereof, affected by the termination and shall not be responsible in any way for the further disposition of the assets of the Trust Fund, or portions thereof, affected by the termination or any part thereof so applied, transferred or distributed; provided, however, that the Trustees shall provide full and complete accounting for all assets up through the date of final disposition of all assets held in the Trust.

Section 505. SPENDTHRIFT PROVISIONS; PROHIBITION OF ASSIGNMENT OF INTEREST.

The Trust Fund shall be exempt from taxation and execution, attachment, garnishment, or any other process. No Participating Political Subdivision or other person with a beneficial interest in any part of the Trust Fund may commute, anticipate, encumber, alienate or assign the beneficial interests or any interest of a Participating Political Subdivision in the Trust Fund, and no payments of interest or principal shall be in any way subject to any person's debts, contracts or engagements, nor to any judicial process to levy upon or attach the interest or principal for payment of those debts, contracts, or engagements.

Section 506. VIRGINIA FREEDOM OF INFORMATION ACT.

The Administrator shall give the public notice of the date, time, and location of any meeting of the Board of Trustees' or of the Treasurers and Chief Investment Officers in the manner and as necessary to comply with the Virginia Freedom of Information Act (Va. Code §§ 2.2-3700 *et seq.*). The Secretary or its designee shall keep all minutes of all meetings, proceedings and acts of the Trustees and of Treasurers and Chief Investment Officers, but such minutes need not be verbatim. Copies of all minutes of the Trustees and of Treasurers and Chief Investment Officers shall be sent by the Secretary or its designee to the Trustees.

All meetings of the Board of Trustees and of Treasurers or Chief Investment Officers shall be open to the public, except as provided in § 2.2-3711 of the Virginia Code. No meeting shall be conducted through telephonic, video, electronic or other communication means where the members are not physically assembled to discuss or transact public business, except as provided in §§ 2.2-3708 or 2.2-3708.1 of the Virginia Code.

Section 507. JURISDICTION.

This Agreement shall be interpreted, construed and enforced, and the trust or trusts created hereby shall be administered, in accordance with the laws of the United States and of the Commonwealth of Virginia, excluding Virginia's law governing the conflict of laws.

Section 508. SITUS OF THE TRUST.

The situs of the trust or trusts created hereby is the Commonwealth of Virginia. All questions pertaining to its validity, construction, and administration shall be determined in accordance with the laws of the Commonwealth of Virginia. Venue for any action regarding this Agreement is the City of Richmond, Virginia.

Section 509. CONSTRUCTION.

Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply and whenever any words are used in this Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply, and whenever any words are used in this Agreement in the plural form, they shall be construed as though they were also in the singular form in all situations where they would so apply.

Section 510. CONFLICT.

In resolving any conflict among provisions of this Agreement and in resolving any other uncertainty as to the meaning or intention of any provision of the Agreement, the interpretation that (i) causes the Trust Fund to be exempt from tax under Code Sections 115 and 501(a), and (ii) causes the participating Plan and the Trust Fund to comply with all applicable requirements of law shall prevail over any different interpretation.

Section 511. NO GUARANTEES.

Neither the Administrator nor the Trustees guarantee the Trust Fund from loss or depreciation or for the payment of any amount which may become due to any person under any participating Plan or this Agreement.

Section 512. PARTIES BOUND; NO THIRD PARTY RIGHTS.

This Agreement and the Trust Joinder Agreements, when properly executed and accepted as provided hereunder, shall be binding only upon the parties hereto, *i.e.*, the Board of Trustees, the Administrator and the Participating Political Subdivisions. Neither the establishment of the Trust nor any modification thereof, nor the creation of any fund or account shall be construed as giving to any person any legal or equitable right against the Trustees, or any officer or employee thereof, except as may otherwise be provided in this Agreement. Under no circumstances shall the term of employment of any Employee be modified or in any way affected by this Agreement.

Section 513. NECESSARY PARTIES TO DISPUTES.

Necessary parties to any accounting, litigation or other proceedings relating to this Agreement shall include only the Trustees and the Administrator. The settlement or judgment in

any such case in which the Trustees are duly served or cited shall be binding upon all Participating Political Subdivisions and upon all persons claiming by, through or under them.

Section 514. SEVERABILITY.

If any provision of this Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Agreement shall continue to be fully effective. If any provision of the Agreement is held to violate the Code or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the trust created by this Agreement.

Approved by Board of Trustees, September 13, 2013

Amended by Board of Trustees, January 24, 2014

Amended by Board of Trustees, June 19, 2015

Amended by Board of Trustees, September 23, 2016

[SIGNATURE PAGE FOLLOWS]

**TRUST JOINDER AGREEMENT
FOR PARTICIPATING POLITICAL SUBDIVISIONS IN THE
VACo/VML VIRGINIA INVESTMENT POOL**

THIS TRUST JOINDER AGREEMENT is made by and between the Treasurer/Chief Investment Officer of the Town of Cape Charles, Virginia (herein referred to as the “Treasurer/Chief Investment Officer”), the Town of Cape Charles, Virginia (herein referred to as the “Participating Political Subdivision”), and the Board of Trustees (herein collectively referred to as the “Trustees”) of the VACo/VML Virginia Investment Pool (herein referred to as the “Trust Fund”).

WITNESSETH:

WHEREAS, the governing body of the Participating Political Subdivision desires to participate in a trust for the purpose of investing monies belonging to or within its control, other than sinking funds, in investments authorized under Section 2.2-4501 of the Virginia Code; and

WHEREAS, the governing body of the Participating Political Subdivision has adopted an ordinance and/or resolution (a certified copy of which is attached hereto as Exhibit A) to authorize participation in the Trust Fund and has designated the Treasurer/Chief Investment Officer to serve as the trustee of the Participating Political Subdivision with respect to the Trust Fund and to determine what funds under the Treasurer’s/Chief Investment Officer’s control shall be invested in the Trust Fund, and has authorized the Treasurer/Chief Investment Officer to enter into this Trust Joinder Agreement; and

WHEREAS, the Trust Fund, in accordance with the terms of the VACo/VML Virginia Investment Pool Trust Fund Agreement (the “Agreement”), provides administrative, custodial and investment services to the Participating Political Subdivisions in the Trust Fund; and

WHEREAS, the Treasurer/Chief Investment Officer, upon the authorization of the governing body of the Town of Cape Charles, Virginia, desires to submit this Trust Joinder Agreement to the Trustees to enable the Town of Cape Charles, Virginia, to become a Participating Political Subdivision in the Trust Fund and a party to the Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements flowing to each of the parties hereto, it is agreed as follows:

1. Pursuant to the Board of Trustees’ acceptance of this Trust Joinder Agreement, the Town of Cape Charles, Virginia, is a Participating Political Subdivision in the Trust Fund, as provided in the Agreement, and the Treasurer/Chief Investment Officer is authorized to enter into this Trust Joinder Agreement, and to represent and vote the beneficial interest of the Town of Cape Charles, Virginia, in the Trust Fund in accordance with the Agreement.

2. Capitalized terms not otherwise defined in this Trust Joinder Agreement have the meaning given to them under the Agreement.

3. The Treasurer/Chief Investment Officer shall cause appropriations designated by the Participating Political Subdivision for deposit in the Trust Fund to be deposited into a depository designated by the Trustees.

4. The Treasurer/Chief Investment Officer shall timely remit, or timely approve the remittance of, administrative fees as may be due and payable by the Participating Political Subdivision under the Agreement into a depository designated by the Trustees.

5. The Participating Political Subdivision shall have no right, title or interest in or to any specific assets of the Trust Fund, but shall have an undivided beneficial interest in the Trust Fund; however, there shall be a specific accounting of assets allocable to the Participating Political Subdivision.

6. The Treasurer/Chief Investment Officer shall provide to the Administrator designated by the Trustees all relevant information reasonably requested by the Administrator for the administration of the Participating Political Subdivision's investment, and shall promptly update all such information. The Treasurer/Chief Investment Officer shall certify said information to be correct to the best of his/her knowledge, and the Trustees and the Administrator shall have the right to rely on the accuracy of said information in performing their contractual responsibilities.

7. The Trust Fund shall provide administrative, custodial and investment services to the Participating Political Subdivision in accordance with the Agreement.

8. The Trustees and the Administrator, in accordance with the Agreement and the policies and procedures established by the Trustees, shall periodically report Trust activities to the Participating Political Subdivision on a timely basis.

9. The Treasurer/Chief Investment Officer and the Participating Political Subdivision agree to abide by and be bound by the terms, duties, rights and obligations as set forth in the Agreement, as may be amended by the Trustees, which is attached hereto and is made a part of this Trust Joinder Agreement.

10. The Treasurer/Chief Investment Officer, in fulfillment of his/her duties as the trustee of the Participating Political Subdivision, retains the services of the Investment Manager or Managers selected by the Trustees pursuant to the Agreement.

11. The term of this Trust Joinder Agreement shall be indefinite. The Treasurer/Chief Investment Officer may terminate this Trust Joinder Agreement on behalf of the Participating Political Subdivision by giving notice in writing to the Trustees. Termination shall be governed by the provisions of the Agreement.

IN WITNESS WHEREOF, the Treasurer/Chief Investment Officer has caused this Trust Joinder Agreement to be executed this _____ day of _____, 2017.

**TREASURER/CHIEF INVESTMENT
OFFICER OF**

CAPE CHARLES, VIRGINIA

Deborah Pocock

ATTEST:

Clerk of Council

* * * *

ACCEPTANCE:

VACo/VML VIRGINIA INVESTMENT POOL

By: _____

 TOWN OF CAPE CHARLES	AGENDA TITLE: Reappointment of Historic District Review Board Member		AGENDA DATE: January 19, 2017
	SUBJECT/PROPOSAL/REQUEST: Reappoint member of the Historic District Review Board		ITEM NUMBER: 6B
	ATTACHMENTS: None		FOR COUNCIL: Action (X) Information ()
	STAFF CONTACT (s): Larry DiRe	REVIEWED BY: Brent Manuel, Town Manager	

BACKGROUND:

The Historic District Review Board (HDRB) oversees the Town’s historic district. The Board meets once a month and consists of four members each serving five-year terms and a representative from the Planning Commission.

DISCUSSION:

Board member Terry Strub’s term expired on January 8, 2016. Ms. Strub has expressed her interest in continuing her service on the HDRB for another term.

RECOMMENDATION:

Staff recommends Council reappoint Ms. Terry Strub to the Historic District Review Board for another five-year term.

 <p>TOWN OF CAPE CHARLES</p>	AGENDA TITLE: Hearing – Appeal of Historic District Review Board’s decision on new construction 204 Washington Avenue		AGENDA DATE: January 19, 2017
	SUBJECT/PROPOSAL/REQUEST: Appeal of Historic District Review Board’ decision on new home chimney shaft cladding		ITEM NUMBER: 6C
	ATTACHMENTS: November 2016 application; November 15, 2016 meeting staff report; November and December meetings draft minutes; applicant-staff email exchange applicant’s photos; applicant’s letter of appeal		FOR COUNCIL: Action (X) Information ()
	STAFF CONTACT (s): Larry DiRe	REVIEWED BY: Brent Manuel, Town Manager	

BACKGROUND:

Staff received an application for construction of a new single-family home on lot 108\204 Washington Avenue. That application was put on the agenda of the Historic District Review Board for consideration at their November 15, 2016 meeting. At that meeting the Board had questions about the cladding of the chimney shaft above the foundation. The applicant proposed vinyl siding for that chimney shaft. The Board questioned the appropriateness of that cladding material in the historic district and directed the applicant to use different material, such as brick or brick veneer, for the chimney cladding. The Board’s decision came after questioning the applicant and deliberating amongst themselves. The vote was unanimous. In late November, the applicant contacted staff and emailed several pictures (attached) of similar chimney shaft construction on non-contributing structures in the district. Staff and the applicant had discussed the appeal’s process at this time. Staff provided the applicant’s photos to the Board members by email on December 9, 2016 and placed a review of the November decision on the agenda for the December 13, 2016 regular monthly meeting. Following discussion at that meeting, the Board affirmed their decision on the proposed chimney shaft cladding. Staff informed the applicant of the Board’s decision. On December 25, 2016 staff received an email from the applicant stating his desire to pursue the appeal process allowed for by *Article VIII, Section 8.34* of the zoning ordinance. Staff advised the applicant to submit a formal letter (attached) requesting the appeal and stating the specific relief being requested from the Town Council. That letter, and all relevant documents, were forwarded to the Town Clerk’s office as required in *Article VIII, Section 8.34*. Documents describing procedural matters related to the appeal process were sent to Town Council as an informational item on the agenda of the January 5, 2017 Town Council work session.

ITEM SPECIFICS:

The following zoning ordinance and Historic District Guidelines sections specifically address new construction in the Town’s Historic District.

Article III, Section 3.2.1 Development Standards

Statement of Intent. The development standards below are intended to help preserve the architectural cohesiveness of the Town of Cape Charles by stipulating that new construction and additions be compatible, sympathetic, and complementary to existing buildings. Development concepts are illustrated below to clarify the intent of the development standards.

Article III, Section 3.2.1.6 Materials. New construction should use materials in a manner sympathetic to the character of the existing neighborhood houses. It is encouraged that materials

should be of similar or complementary size, texture, scale, craftsmanship, and applicability to function performed. It should be noted that the sympathetic use of materials does not imply that materials used in new construction will replicate the old in detail nor that new construction will attempt to imitate existing structures. Rather, it is a matter of determining the compatibility of new construction. Certain materials are potentially so visually intrusive that their use for new construction in the R-1 District will not be permitted. These materials include:

- a. asphalt siding, vertical plywood siding, aluminum siding*
- b. exposed concrete block above foundation level*
- c. corrugated metal, except for roof applications*
- d. flush doors (hollow or solid core)*

Vinyl siding will be permitted as long as each individual clapboard is no wider than five inches.

Article VIII, Section 8.1 Purpose of the District The purpose of this district is to provide for protection against destruction or encroachment upon historic areas, buildings, monuments, or other features, or buildings and structures of recognized architectural significance which contribute or will contribute to the cultural, social, economic, political, artistic, or architectural heritage of the Town of Cape Charles and the Commonwealth of Virginia. It is the purpose of the district to preserve the designated historic areas and historic landmarks and other historic or architectural features, and their surroundings within a reasonable distance, from destruction, damage, defacement, and obvious incongruous development or uses of land and to insure that buildings, structures, streets, walkways, or signs shall be erected, reconstructed, altered, or restored so as to be kept architecturally compatible with the character of the general area in which they are located and with the historic buildings or structures within the district.

Article VIII, Section 8.18.A Approval of Historic District Review Board Required A. Except as herein otherwise provided in this article, no building or structure, including signs, shall be erected, reconstructed, restored, or substantially altered in exterior appearance and no buildings or structures shall be razed or demolished within a historic district and no permit authorizing same shall be granted unless and until the same is approved by the Historic District Review Board and a Certificate of Appropriateness has been issued by that body, with right of direct appeal to the Town Council as hereinafter provided, as being architecturally compatible with the historical, cultural, and/or architectural aspects of the structure and its surroundings.

Guidelines Planning New Construction or Additions (p. 21) The design of a new building or addition in a historic district is often a difficult issue for property owners, Historic District Review Boards, and architects. The guidelines in this publication reflect the current philosophy that new structures should complement and respect the existing character of historic buildings.

The consistent review standard for new construction is compatibility\complementary with the architectural character of existing structures in the general area of the Historic District. Compatibility\complementary is balanced against the recognition that new construction is not intended to “imitate existing structures.”

RECOMMENDATION:

Following review of the materials and consideration of received comments, Town Council will determine if the applicant’s request for appeal is granted.

Application for Historic District Review

Town of Cape Charles
2 Plum Street
Cape Charles, VA 23310
757-331-2036 Fax: 757-331-4820
planner@capecharles.org

Date: 10/12/16

Permit No.: _____

* Please attach checklist items

Fee: \$100.00

Modification Fee: \$50.00

Special Meeting Fee: \$125.00

Applicant: Spencer Custis Signature: [Signature]
Address: 4005 Kensington Ave City: Richmond State: VA Zip: 23221
Telephone: 757-710-0728 Cell: 757-710-0728
Email: spenmc9@hotmail.com

Owner(s): Spencer Custis
Address: _____ City: _____ State: _____ Zip: _____
Telephone: _____ Cell: _____
Email: _____

Contractor: Eastern Shore Builders
Address: 6056 Seaside Rd City: Massachusetts State: VA Zip: 23413
Telephone: 757-710-0728 Cell: 757-710-0728
Email spenmc9@hotmail.com
Town License No.: _____ State License No.: 2705124711

Location of Improvement: 108 Washington Ave
Lot No.: 108 Block No.: _____ Lot Size: 40' x 140' Lot Area: 5,600 sq ft
Type of Improvement: New construction

Proposed Use: Residential
Estimated Construction Costs: 100,000

Dimension of Structure or Improvement:
Width: 28' Length: 63' Height: 33'
Total Square Footage: 2520 sq ft

Structure of Improvement will be set back:
30' from front property line
8 6' from side property line
N/A from side property line on corner lot
47' from rear property line
N/A from alley

Town Water Permit: _____ Town Sewer Permit: _____

Application for Historic District Review

Town of Cape Charles
2 Plum Street
Cape Charles, VA 23310
757-331-2036 Fax: 757-331-4820
planner@capecharles.org

Applicant Checklist:

These items must be submitted to the Town Planner no later than 14 days prior to the Historic District Review Board meeting. The Historic District Review Board meets the third Tuesday of each month.

- Completed signed application
- Application fee payable to "Town of Cape Charles"
- Site plan for any project proposing to alter the principal or accessory building footprint
- Scale drawings drawn to an appropriate scale of the site depicting the affected property and all buildings/structures
- Photos of existing/current structure
- Photos illustrating proposed project
- Material list (if applicable) including building materials, product descriptions and specifications

CERTIFICATION OF APPLICANT

I hereby certify that I have the authority to make the foregoing application, that the information given is true and correct, and that the construction or improvements will conform to the regulations in the Virginia Statewide Building Code, all pertinent Town Ordinances, including fire, sewer, and water ordinances, and private building restrictions, if any, which may be imposed on the property by deed. Furthermore, I certify that the changes to the improvement before or during construction will be provided to the Zoning Administrator and Building Official before such changes are constructed.

I understand that delinquent real estate taxes must be paid before any permits will be issued per Cape Charles Town Code Sec. 66-4.

I acknowledge that I have received the checklist of items to be submitted to the Town Planner for Historic District Review Board review. Failure to comply could result in delayed application review.

Signature of Owner/Contractor: _____



204 Washington Avenue

House Size- 28' Wide by 55' Length with Double Front Porch

Siding – Certainteed Monogram Seagrass/Pacific Blue 5" lap with Sterling Gray Board and Batten

Front Door – Stain Grade Door

Shutters – Black

Foundation – Parged Block Wall

Decking – Trex

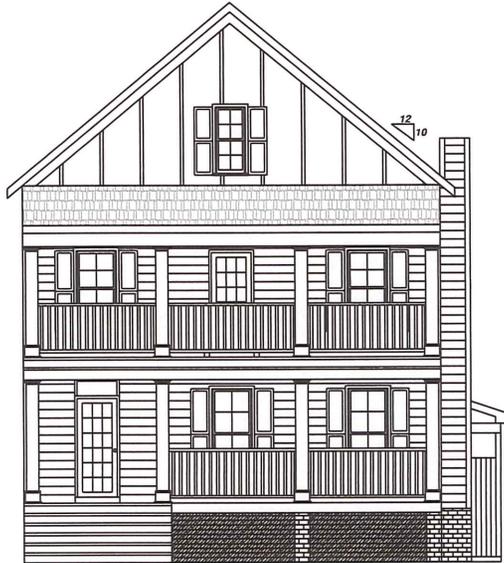
Roof- 30 year Dimensional Black; 12/10 pitch

Windows- White Vinyl 4 over 4

2/8 x 6/2 First floor, 2/8 x 5/2 second floor

10" fibercast columns white

White railing



FRONT ELEVATION
SCALE 1/8"=1'

DRAWN BY:
STRUCTURAL COORDINATOR:
ALL INFORMATION SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT
813-293-0771 OR 604-715-8889

CUSTIS BEACH HOUSE

DATE DRAWN

7/20/16

DATE REVISED

10/27/16

SHEET NO.:

1



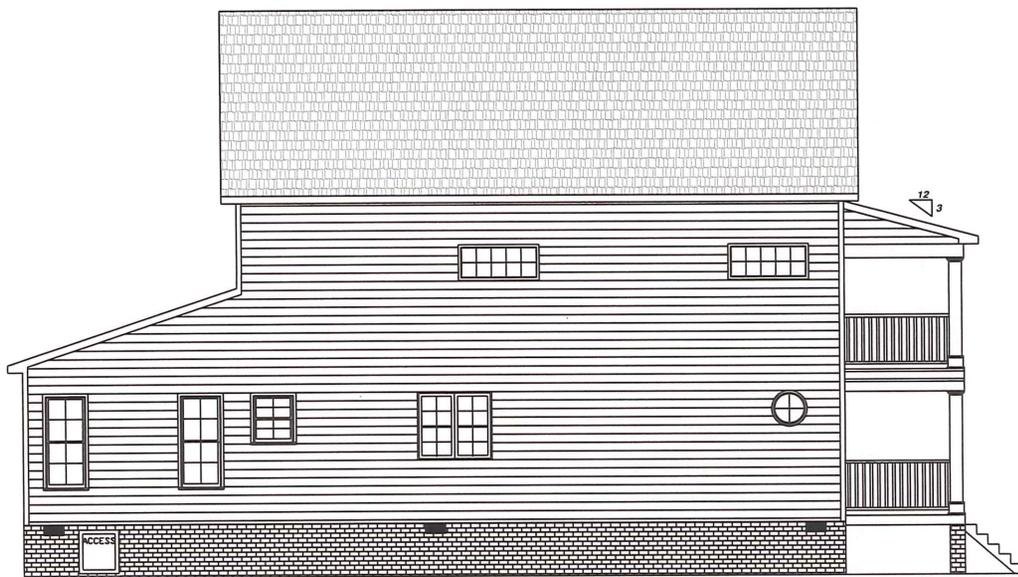
RIGHT ELEVATION
SCALE 3/16"=1'

DRAWN BY:
STRUCTURAL COORDINATOR:
RYAN COLLINS, DRAFTSMAN
903-270-2711 OR 903-775-8009

CUSTIS BEACH HOUSE

DATE DRAWN:
7/20/16
DATE REVISED:
10/27/16
SHEET NO.:

2



LEFT ELEVATION
SCALE 3/16"=1'

DRAWN BY:
WINDYBEE ASSOCIATES
ARCHITECTURAL DRAFTSMAN
1000 W. 10TH AVE. SUITE 100
DENVER, CO 80202
303.733.1111

CUSTIS BEACH HOUSE

DATE DRAWN
7/20/16
DATE REVISED
10/27/16

SHEET NO.:
3



REAR ELEVATION
SCALE 3/16"=1'

DRAWN BY:
STRUCTURAL COORDINATOR:
CALLAMBERSHIP@YANCOO.COM
404-252-0771 06/16/2016

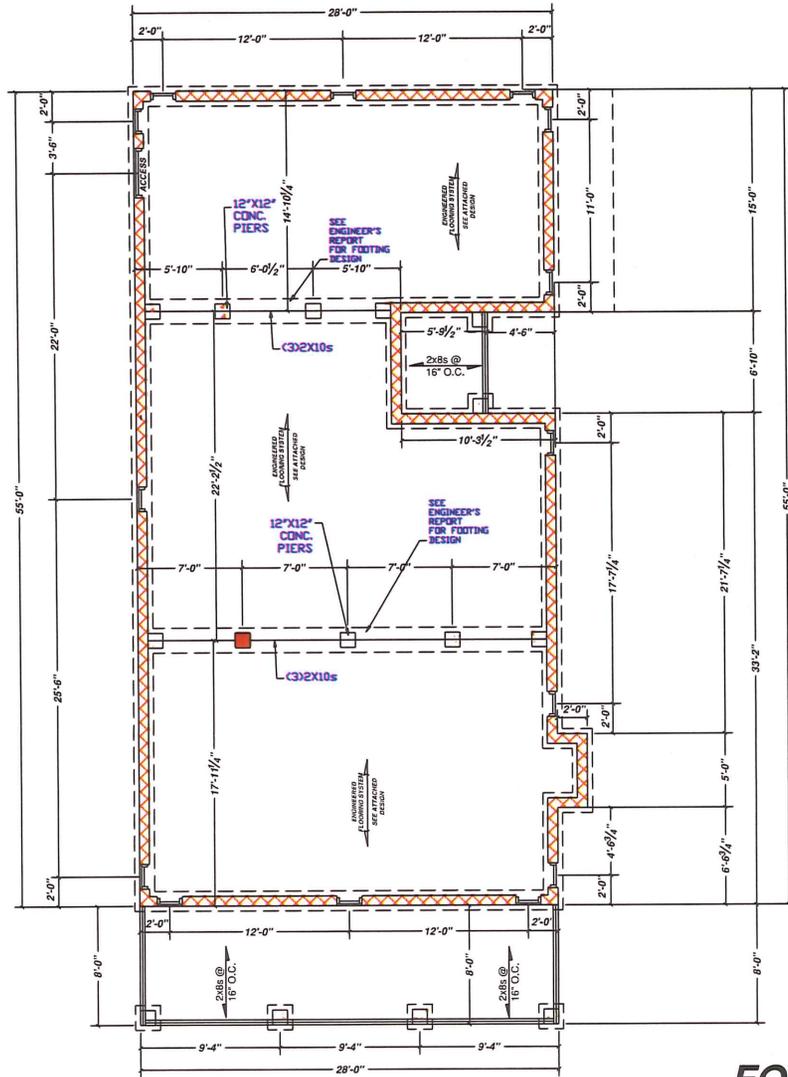
CUSTIS BEACH HOUSE

DATE DRAWN:
7/20/16
DATE REVISED:
10/27/16

SHEET NO.:

4

THIS PLAN IS DESIGNED UNDER IRC
2009 CODE.



FOUNDATION
SCALE 1/8"=1'

DRAWN BY:
STRUCTURAL COORDINATOR:
RYAN GELMAN, DRAFTSMAN
PH: 270-2711 OR 662-712-8989

CUSTIS BEACH HOUSE

DATE DRAWN:
7/20/16
DATE REVISED:
10/27/16

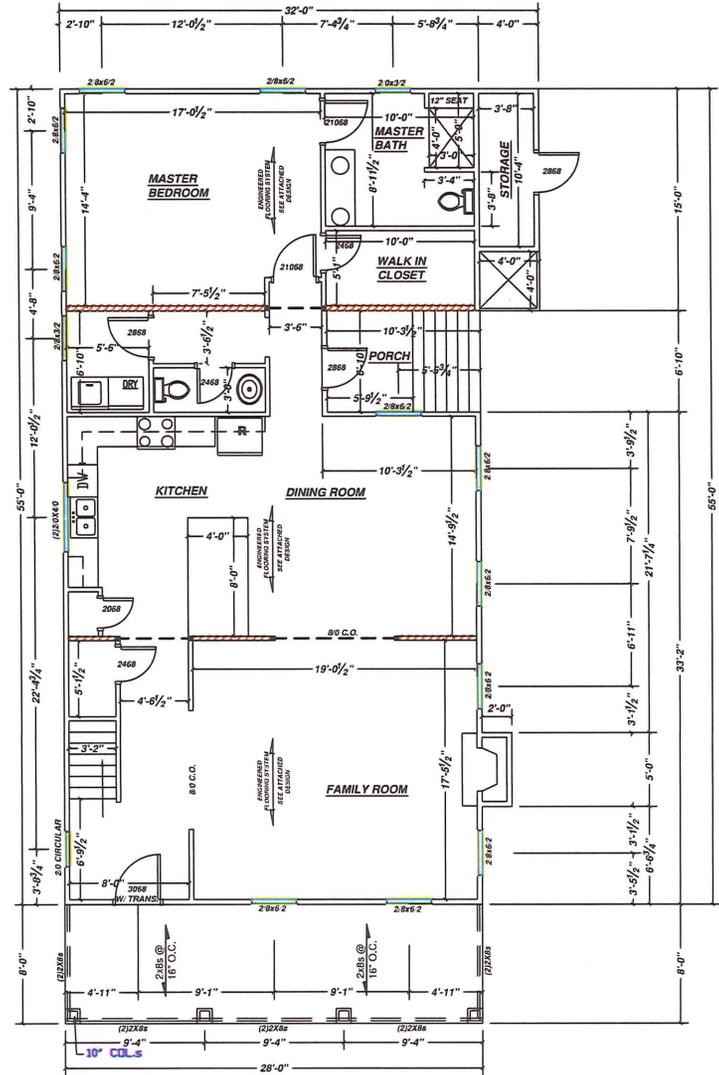
SHEET NO.:
5

THIS PLAN IS DESIGNED UNDER IRC 2009 CODE.

INTERIOR BEARING WALL
 9' CEILINGS—FIRST FLOOR
 8' CEILINGS—SECOND FLOOR
 LENGTHEN CASED OPEN JACKS TO 92 1/2" AS INDICATED.

NOTE:
 (2)2X8s HEADER OVER WINDOWS AND DOORS UNLESS OTHERWISE INDICATED.

KEEP JOISTS CLEAR OF TOILET AND SHOWER DRAIN



FIRST FLOOR
 SCALE 1/8"=1'

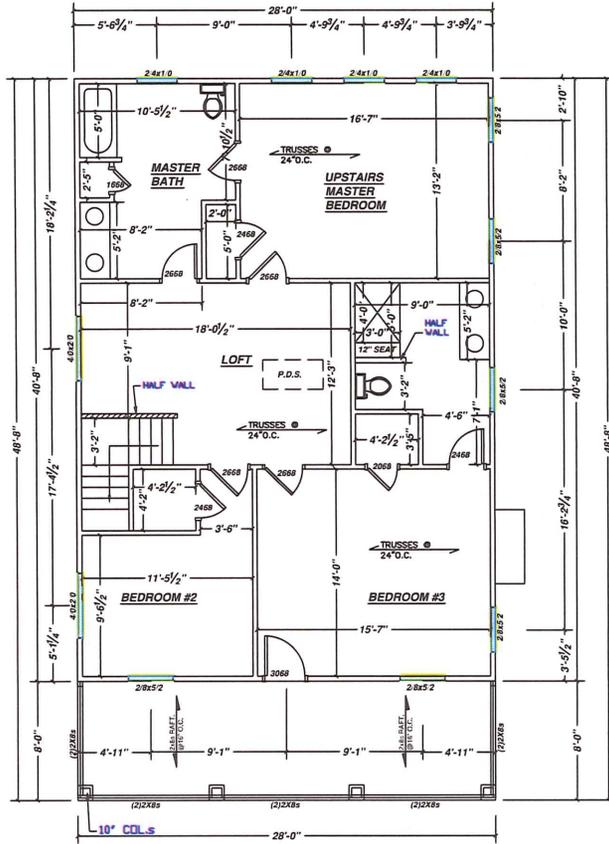
DRAWN BY:
 STRUCTURAL COORDINATOR:
 GALLAGHER/STANCO.COM
 804.707.1711 OR 804.719.9999

CUSTIS BEACH HOUSE

DATE DRAWN:
 7/20/16
 DATE REVISED:
 10/27/16
 SHEET NO.:
 6

THIS PLAN IS DESIGNED UNDER IRC
2009 CODE.

NOTE:
-2x2x8# HEADER OVER WINDOWS
AND DOORS UNLESS OTHERWISE
INDICATED.



SECOND FLOOR
SCALE 1/8"=1'

DRAWN BY:
STRUCTURAL COORDINATOR:
CALLAGHANBYWALTON.COM
602.257.7771 08/02/16 09:59

CUSTIS BEACH HOUSE

DATE DRAWN:
7/20/16

DATE REVISED:
10/27/16

SHEET NO.:

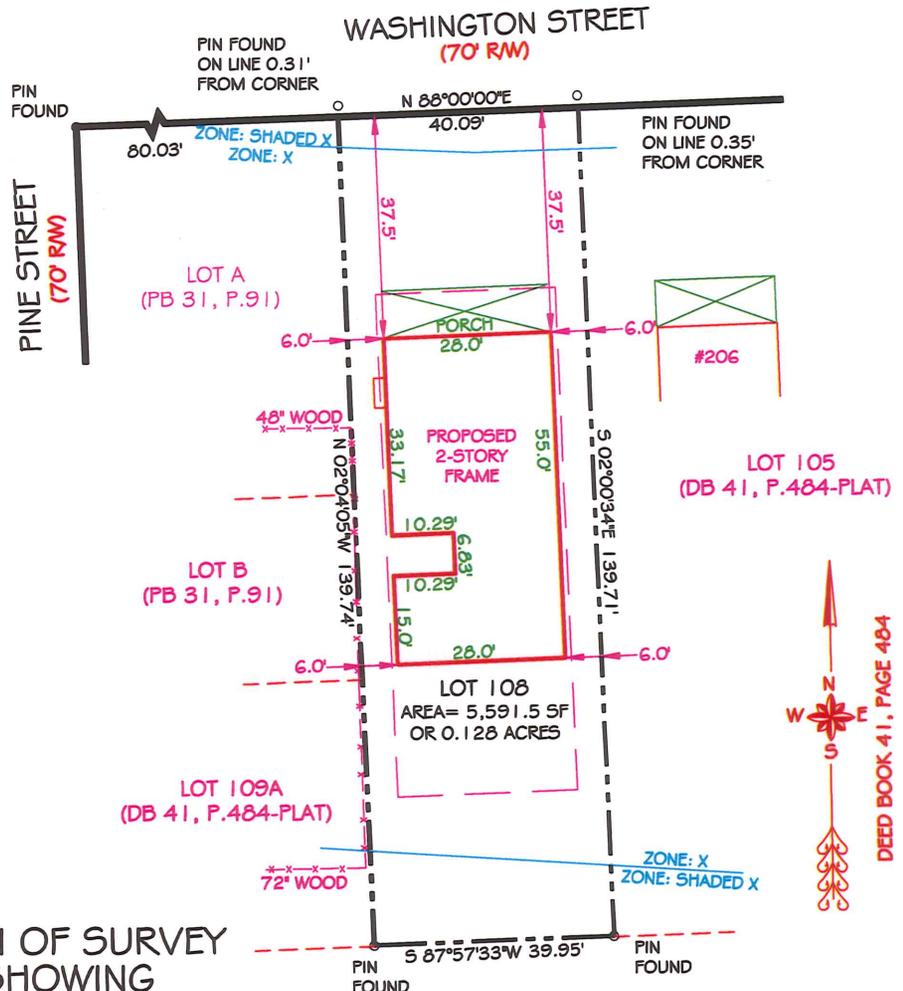
7

GENERAL NOTES:

1. TAX PARCEL: 83A3-1-108
2. OWNERS: CHARLES D. KINCANNON & THOMAS E. KAVOUNAS
3. SOURCE OF TITLE: INSTRUMENT #060002151
4. NO ENCROACHMENTS EXIST ON THIS PROPERTY
5. A SURVEY WAS PERFORMED ON THIS PROPERTY IN MARCH 2016 WITH A BOUNDARY CLOSURE WHOSE PRECISION EXCEEDS 1:10,000.
6. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND MAY NOT SHOW ANY/ALL EASEMENTS OR RESTRICTIONS THAT MAY AFFECT SAID PROPERTY AS SHOWN OR WETLANDS, ENVIRONMENTAL HAZARDS, CEMETERIES AND UNDERGROUND STRUCTURES NOT OBSERVED DURING THE COURSE OF THE SURVEY.
7. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 51131C0295F, DATED 3-2-2015, THE PROPERTY SHOWN HEREON LIES IN FLOOD ZONES: X & SHADED X. FLOOD ZONE DETERMINATION IS BASED ON THE FLOOD INSURANCE RATE MAP AND DOES NOT IMPLY THAT THIS PROPERTY WILL OR WILL NOT BE FREE FROM FLOODING OR DAMAGE. FLOOD ZONE INFORMATION SHOWN HEREON IS NOT GUARANTEED AND WAS APPROXIMATELY SCALED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (F.E.M.A.) FLOOD INSURANCE RATE MAPS. FOR FURTHER INFORMATION AND TO CONFIRM THE FLOOD ZONE FOR THIS PROPERTY, CONTACT THE LOCAL COMMUNITY FLOOD OFFICIAL.
8. PLAT REFERENCES: DEED BOOK 41, PAGE 484
PLAT BOOK 31, PAGE 91
9. NO 911 ADDRESS ISSUED.

SURVEYOR CERTIFICATION

I, MARSHALL B. PARKS, A LICENSED LAND SURVEYOR, HEREBY CERTIFY THAT THIS PLAT WAS MADE BY ME AT THE REQUEST OF THE OWNERS AND THAT THIS SURVEY IS ENTIRELY WITHIN THE BOUNDARIES OF LAND COVERED BY THE DEED DESCRIBED HEREON AND THAT MONUMENTATION IS ACTUALLY IN PLACE OR WILL BE SET AT POINTS MARKED AS SHOWN HEREON AND THAT THEIR LOCATIONS ARE CORRECTLY SHOWN. THIS SURVEY IS CORRECT AND COMPLIES WITH THE MINIMUM PROCEDURES AND STANDARDS ESTABLISHED BY THE VIRGINIA BOARD FOR ARCHITECTS, PROFESSIONAL ENGINEERS, LAND SURVEYORS, CERTIFIED INTERIOR DESIGNERS, AND LANDSCAPE ARCHITECTS. THIS PLAT IS BASED ON A CURRENT FIELD SURVEY.



**PLAN OF SURVEY
SHOWING
PROPOSED IMPROVEMENTS
TO LOT #108
MAP OF CAPE CHARLES
CAPEVILLE DISTRICT
NORTHAMPTON COUNTY, VIRGINIA
MADE FOR: SPENCER CUSTIS
OCTOBER 15, 2016**

**ACCOMACK-NORTHAMPTON
SURVEYING & MAPPING**

16034 Melompin Road Blaxton Va 23306
Mail Address: P.O. Box 4 Modest Town, VA 23412
Phone: (757) 709-4192

DRAWN BY: PARKS	SCALE: 1" = 20'
CHKD BY:	BACK TRV BY: PARKS
DIGITAL FILE: 433 RESTIEN	JOB NUMBER: 433



Historic District Review Board Staff Report

From: Larry DiRe 
Date: November 15, 2016
Item: 4A – 204 Washington Avenue – New Construction of single-family home
Attachments: Application, materials list, elevations, survey plat.

Application Specifics

An application has been received for a Certificate of Appropriateness from the property owner for new construction of a single-family home at 204 Washington Avenue (lot 108). The proposed building is a single-family home, built on a conforming size lot. The building footprint meets the setback\prevailing standard requirements of the zoning ordinance. This home is proposed to have vinyl siding and synthetic decking material for the front porch. Similar materials for new construction have been approved in the past and given the relatively limited development on that part of Washington Avenue should not be considered incompatible. The first-floor circular window, not common in the District, appears to provide natural lighting for the front door entranceway and stairway to the second floor.

Discussion

The applicant has presented a comprehensive set of elevation drawings, and a current survey plat. The building height limit, roof pitch, and front porch width conform to the zoning ordinance requirements and Guidelines. The applicant proposes a recessed side porch, facing west, while not common in the District, such a design is not expressly addressed in the Guidelines' Porch Section, but generally conforms to the intent of Guidelines.

Recommendation

Review the attached materials and discuss any questions or concerns regarding the application. Decide whether the board finds that a Certificate of Appropriateness is appropriate for the application.



DRAFT
HISTORIC DISTRICT REVIEW BOARD
Regular Meeting
Cape Charles Civic Center
November 15, 2016
6:00 p.m.

At approximately 6:00 p.m. Chairman Joe Fehrer, having established a quorum, called to order the Regular Meeting of the Historic District Review Board (HDRB). In addition to Joe Fehrer, present were John Caton, Terry Strub and Sandra Salopek. David Gay was not in attendance. Also in attendance were Town Planner Larry DiRe and Assistant Town Clerk Tracy Outten. The applicants and one other member of the public were in attendance.

Chairman Joe Fehrer started the HDRB Regular meeting with a moment of silence and the recitation of the Pledge of Allegiance.

CONSENT AGENDA:

Motion made by Terry Strub, seconded by John Caton, to accept the agenda as presented. The motion was unanimously approved.

The HDRB reviewed the minutes from the September 20, 2016 Regular Meeting.

Motion made by John Caton, seconded by Terry Strub, to accept the minutes of the September 20, 2016 Regular Meeting as revised with a word change on page two. The motion was unanimously approved.

NEW BUSINESS:

A. *Application for Certificate of Appropriateness for 204 Washington Avenue – new construction of single-family dwelling*

Applicant, Spencer Custis, gave an overview of the proposed plans. The board discussed with the applicant changing the chimney material to masonry or brick veneer and the inappropriate shape of the round window in the district.

Motion made by John Caton, seconded by Terry Strub, to approve the Application for the Certificate of Appropriateness for 204 Washington Avenue as proposed with the exception of using different material for the chimney and changing the shape of the round window to a conforming shape commonly found in the district. The motion was unanimously approved.

B. *Application for Certificate of Appropriateness for 639 Monroe Avenue – demolition of rear utility room and new construction of rear addition bedroom and bath*

Contractor Bill Manning gave an overview of the proposed addition. Joe Fehrer asked if the original siding would stay to which he responded in the affirmative.

Motion made by Terry Strub, seconded by John Caton, to approve the Application for the Certificate of Appropriateness for 639 Monroe Avenue as presented. The motion was approved by unanimous vote.

OLD BUSINESS:

There was no old Business to review.

Chairman Joe Fehrer thanked the board and staff for attending the October CAMP training.

ANNOUNCEMENTS:

National Register survey update meeting Tuesday, December 20, 2016

Terry Strub and Sandra Salopek would be out of town and suggested changing the December meeting day.

Motion made by Sandra Salopek, seconded by Terry Strub, to change the meeting date and time from Tuesday, December 20, 2016 at 6:00 p.m. to Tuesday, December 13, 2016 at 5:00 p.m. The motion was unanimously approved.

Larry DiRe announced the Town Council and Planning Commission Joint Public Hearing to discuss the Comprehensive Plan would be on Tuesday, December 6, 2016 at 6:00 p.m.

Joe Fehrer suggested a HDRB Work Session in January to discuss the CAMP training.

David Gay's comments submitted by email are attached as requested by Joe Fehrer.

Motion made by Sandra Salopek, seconded by Terry Strub, to adjourn the Historic District Review Board Regular Meeting. The motion was unanimously approved.

Chairman Joe Fehrer

Assistant Town Clerk

From: [David Gay](#)
To: [Joseph Fehrer](#)
Cc: [Tracy Outten](#); [John Caton](#); [Sandra Salopek](#); [Sandra Salopek](#); [Terry Strub](#); [Larry DiRe](#)
Subject: Re: 11-15-2016 Historic District Review Board Meeting Agenda Packet
Date: Tuesday, November 15, 2016 3:36:57 PM

I am in Asheville, NC and will not be attending the meeting. I don't see any changes in the minutes or the agenda. New construction looks appropriate for the historic district. Would like to discuss expanding the historic district next meeting. See y'all soon.

Sent from my iPhone

On Nov 8, 2016, at 5:50 AM, Joseph Fehrer <jwfehrer@gmail.com> wrote:

Tracy,

I'll be there...

Thanks,

Joe

J W Fehrer, Sent from my iPad
410-430-1743 (mobile)

On Nov 7, 2016, at 12:02 PM, Tracy Outten <tracy.outten@capecharles.org> wrote:

Good afternoon.

The Historic District Review Board Meeting Agenda Packet for Tuesday, November 15th is attached.
We will be meeting in the Cape Charles Civic Center at 6:00 p.m.

Please let me now if you will be attending.

Thanks you and see you Tuesday.

Have a nice day,
Tracy



DRAFT
HISTORIC DISTRICT REVIEW BOARD
Regular Meeting
Cape Charles Civic Center
December 13, 2016
5:00 p.m.

At approximately 5:00 p.m. Chairman Joe Fehrer, having established a quorum, called to order the Regular Meeting of the Historic District Review Board (HDRB). In addition to Joe Fehrer, present were John Caton and Terry Strub. David Gay and Sandra Salopek arrived after roll call. Also in attendance were Assistant Town Manager Bob Panek, Town Planner Larry DiRe and Assistant Town Clerk Tracy Outten. Mr. Marcus Pollard, the applicants and one member of the public were in attendance

Chairman Joe Fehrer started the HDRB Regular meeting with a moment of silence and the recitation of the Pledge of Allegiance.

CONSENT AGENDA:

Motion made by Terry Strub, seconded by John Caton, to accept the agenda as presented. The motion was unanimously approved.

The HDRB reviewed the minutes from the November 15, 2016 Regular Meeting.

Motion made by John Caton, seconded by Terry Strub, to defer the minutes of the November 15, 2016 Regular Meeting until the December meeting. The motion was unanimously approved.

NEW BUSINESS:

A. *Application for Certificate of Appropriateness for 535 Plum Street – contributing structure single-family dwelling: replace roof, siding, windows, doors, back step, repair front porch.*

Applicant, James Wood, gave an overview of the proposed plans. Joe Fehrer briefly discussed materials being used with the applicant.

Motion made by Terry Strub, seconded by John Caton, to approve the Application for the Certificate of Appropriateness for 535 Plum Street as proposed. The motion was approved by unanimous vote.

B. *Application for Certificate of Appropriateness for 401 Mason Avenue – contributing structure commercial building: roof, masonry repair, exterior painting, garage door replacement, Brise soleil wooden louvers installation, accessibility ramps and platforms.*

Applicant Beth Ann Sabo gave a brief history of the purchase of the store and an overview of the proposed renovations.

Motion made by David Gay, seconded by Terry Strub, to approve the Application for the Certificate of Appropriateness for 401 Mason Avenue as proposed. The motion was approved by unanimous vote.

OLD BUSINESS:

- A. *Review of 204 Washington Avenue application for chimney cladding on new construction of single-family dwelling*

The board discussed the application, again.

Motion made by Joe Fehrer, seconded by David Gay, to allow round decorative window as shown in applicants building plans and stand by the Historic District review Board's decision for proposed chimney to be masonry or masonry clad. The motion was unanimously approved.

- B. *Set date for CAMP follow-up work session*

The board discussed to tow dates; January 18th or January 20th. Town staff will check the availability of the Cape Charles Civic Center to determine the date.

ANNOUNCEMENTS:

There were no announcements.

PRESENTATION:

Mr. Marcus Pollard on updated Historic District Register Survey project

Mr. Pollard explained the process of updating the Historic District Register for Cape Charles.

Motion made by Joe Fehrer, seconded by Terry Strub, to adjourn the Historic District Review Board Regular Meeting. The motion was unanimously approved.

Chairman Joe Fehrer

Assistant Town Clerk

Larry DiRe

From: Larry DiRe <larry.dire@capecharles.org>
Sent: Wednesday, December 14, 2016 9:22 AM
To: 'Spencer Custis'
Subject: RE: 204 Washington Avenue

Spencer,

Last night the Board discussed the circular window and chimney cladding within the context of the photos you provided. They determined that the circular window, situated as it is at the base of the stairway, provides lighting in the manner intended by the Guidelines document. That means that the window as shown on the drawings submitted for the November meeting is allowed. There was much discussion regarding the chimney with the consideration of new construction not meant to mimic older construction balanced against the need for new construction to be compatible with older construction found in the District. While a few newer homes in the District have such cladded chimneys, the Board determined that such style is not compatible with the Guidelines, and so their November decision on the chimney still stands. Please feel free to contact me if you have any questions.

Regards,
Larry

From: Spencer Custis [mailto:scustis@eastwoodhomes.com]
Sent: Monday, November 28, 2016 2:04 PM
To: Larry DiRe <larry.dire@capecharles.org>
Subject: RE: 204 Washington Avenue

Larry,

Thank you for your quick response. The window location is like our neighbors in that it lights the base of the stairwell from the side and is not on the front of the home. Thanks again for your help.

Spencer Custis
Operations Manager
Richmond Division
757-710-0728
www.eastwoodhomes.com



From: Larry DiRe [mailto:larry.dire@capecharles.org]
Sent: Monday, November 28, 2016 7:51 AM

To: Spencer Custis <scustis@eastwoodhomes.com>

Subject: RE: 204 Washington Avenue

Spencer,

Thanks for the picture and they confirm what I saw on a drive around town the morning following the Board's meeting. I tend to agree with you about the chimney cladding. While vinyl siding on chimneys is certainly neither common on contributing structures nor prevailing on new construction, you can find it in the district and even on a non-contributing home nearby to your lot. I'll send the Board's chairman an email and the photos today. The circular window is another matter. While they can be found on both new construction and contributing buildings in the district, again they are by no means a prevailing feature. The Historic District Guidelines do allow circular windows under the classification as "decorative" only to embellish gables or light stairwells. I'll check your application again to see if that is how that particular window is described and get back to you before the end of the day.

Regards,

Larry

From: Spencer Custis [<mailto:scustis@eastwoodhomes.com>]

Sent: Sunday, November 27, 2016 7:46 PM

To: Larry DiRe <larry.dire@capecharles.org>

Subject: 204 Washington Avenue

Larry,

I hope you had a nice Thanksgiving. I wanted to re-visit my application with you and the board. After my application hearing, I decided to drive through the entire town of Cape Charles to locate round windows and the application of my fireplace. I found multiple locations that have round windows and 3 examples of exactly the same construction for my fireplace.

During my hearing, I asked one of the board members why I couldn't have a round window and she said that there wasn't a single round window in town. Also, the head of the board said he didn't believe there was a single fireplace application like mine in town and that he didn't want to set the wrong precedent. However, since precedent has been set for both applications I would appreciate the boards reconsideration.

I have attached photos and will send more in subsequent emails. The addresses for all of these photos are as follows

619 Randolph

114 Randolph

Corner Randolph and Harbor

Corner Bay and Tazewell

501 Tazewell

541 Tazewell

653 Tazewell

701 Monroe

Between 509 and 517 Monroe

518 Madison

408 Jefferson

614 Plum

To the left of our lot

Across the street from our lot in the cul-de-sac

607 Pine

307 Harbor

Green house Bay avenue

Thanks for your help!

Spencer Custis
Operations Manager
Richmond Division
757-710-0728
www.eastwoodhomes.com



From: Spencer Custis [<mailto:spenmc9@hotmail.com>]
Sent: Sunday, November 27, 2016 7:29 PM
To: Spencer Custis <scustis@eastwoodhomes.com>
Subject: Fw: Photos 1-5

From: Lauren.Custis@Parallon.com <Lauren.Custis@Parallon.com>
Sent: Sunday, November 27, 2016 7:26 PM
To: spenmc9@hotmail.com
Subject: Photos 1-5





12/25/2016

Dear Mr. DiRe,

I am asking the Town Council to allow me to build a wood burning fireplace that has an exterior chimney that is cladded with vinyl siding not masonry. My foundation is parged block and the suggestion of the Historical Review Board to add a masonry chimney next to parged block would be aesthetically unappealing. There is no specific verbiage in regards to chimney cladding in the Historical Guidelines, however, it has been accepted previously in the Historical District with non masonry cladding and precedent has been established. If the Town Council permits me to build it with vinyl then I will make sure it is done properly. Thank you for your consideration.

Regards,

A handwritten signature in black ink, appearing to read 'Spen Custis', with a long horizontal flourish extending to the right.

Spen Custis

 <p>TOWN OF CAPE CHARLES</p>	AGENDA TITLE: Conditional use permit application – 1 Fig Street/Lot 83A3-1-534 (Kellogg Building)		AGENDA DATE: January 19, 2017
	SUBJECT/PROPOSAL/REQUEST: Application for conditional use permit for residential above commercial		ITEM NUMBER: 7A
	ATTACHMENTS: Application; proposed residential unit floor plan; vicinity map; area zoning map.		FOR COUNCIL: Action (X) Information ()
	STAFF CONTACT (s): Larry DiRe	REVIEWED BY: Brent Manuel, Town Manager	

BACKGROUND:

Staff received an application for a conditional use permit to for a residential dwelling unit above the commercial space at 1 Fig Street (Kellogg Building). *Article IV Section 4.3.C.3* requires a public hearing before Town Council, which was held on Tuesday January 3, 2017. The Planning Commission held a required public hearing on Tuesday January 3, 2017, and at their regular monthly meeting immediately following the hearing voted to forward the application to Town Council with recommendation for approval. That vote was unanimous. There were two received comments at the public hearing, both in support of the application for the residential dwelling unit.

Article III Section 3.7.C allows single-family and multi-family residential dwelling units above the first floor as a conditional use in the Commercial-2 district. *Article IV Section 4.3.B* states the Conditions for Issuance as follows: 1) not adversely affect the health, safety, or welfare of the persons residing or working in the neighborhood of the proposed use or adversely affect other land uses within the particular surrounding neighborhood; 2) not be detrimental to the public welfare or injurious to property or improvements in the neighborhood; 3) not be in conflict with the purpose of the comprehensive plan of the town.

ITEM SPECIFICS:

This property is adjacent to the Residential -1 (pink on the zoning map), and Commercial – Residential Zoning (green on the zoning map) Districts. One additional residential dwelling unit is not out of character for the neighborhood. According to zoning ordinance *Article III, Section 3.2.B.6* group homes of up to eight individuals are a by right use in the Residential – 1 District. Such group home use could occur at any time on the neighboring 600-block of Randolph Avenue, and bring a high residential occupancy rate with it. There are several vacant lots in the Commercial – Residential District zoned 600-block of Mason Avenue that can be developed as detached single-family residential homes, including potential use as summer vacation rentals, or bed and breakfast accommodations by right. By allowing such development by right the Town has indicated a desire for residential development, and potentially high occupancy residential development, in the immediate vicinity of the applicant property. Again, one additional residential dwelling unit is not out of character for the neighborhood. By permitting nursing\retirement home as a by right use in the Commercial – 2 District the Town has legislated a high occupancy residential use for this lot as well as neighboring lots. If such a high occupancy residential use as nursing\retirement home, with the corresponding resident patients and live-in or shift work staff, has been legislatively determined as a desired land use for this lot, then staff cannot suggest that occupancy rates caused by a conditional use residential dwelling unit at this lot would adversely affect the surrounding neighborhood. In fact, by including such “homes” as a permitted use in this district, there appears to be a recognition that residential units of some type are desired.

As shown on the drawings, the proposed second floor residential dwelling unit has direct street access as required by *Article III, Section 3.7.C* of the zoning ordinance. There is nothing in the presence of a second-floor residential dwelling unit that indicates by its presence it will be “detrimental to the public welfare or

injurious to property or improvements in the neighborhood” more so than any permitted commercial use in the Commercial – 2 District, including occupancy rates of a nursing\retirement home, or the Commercial-Residential District uses.

While the Cape Charles Comprehensive Plan is silent on residential and commercial mixed use development on Fig Street and in the Commercial – 2 District, the document does speak to such use in a favorable, desired manner for the Mason Ave central business district. The Mason Avenue central business district is zoned Commercial – 1. The Commercial – 2 District incorporates all the Commercial – 1 District uses and shares exact language for conditional use residential units above the first floor commercial. The Comprehensive Plan also addresses the need for available affordable housing.

Staff finds no reason to reject this application based on the received public comments and the Planning Commission’s recommendation for approval. The applicant must meet all procedural obligations before beginning work on the second-floor residential dwelling unit. By right he can have a commercial enterprise on the first floor.

RECOMMENDATION:

Staff recommends Town Council accept the Planning Commission’s recommendation approving this conditional use permit application as submitted.



Application for Conditional Use Permit
 Town of Cape Charles
 2 Plum Street
 Cape Charles, VA 23310
 757-331-2036 Fax: 757-331-4820
planner@capecharles.org

Date: 11/28/16 Fee: _____
 *(Attach Plans)

Applicant: Chad Petrus Signature: Chad Petrus
 Address: 11391 Hotze St City: Acton State: VA Zip: 416289
 Telephone: 812-391-9181 Email: chadandbea@outlook.com

Owner(s): Greg and Laura Lobse
 Address: _____ City: _____ State: _____ Zip: _____
 Telephone: _____ Email: _____

Contractor: TBD
 Address: _____ City: _____ State: _____ Zip: _____
 Telephone: _____ Email: _____
 Town License: _____ State License: _____

Location of Improvement: 3 Fig St Cape Charles, VA 23314
 Lot No.: 85A3-1-534 Block No.: _____ Lot Size: 6183 Lot Area: 6183
 Type of Improvement: Electric, HVAC, Plumbing
 Proposed Use: Residential
 Estimated Construction Costs: TBD

Conditional Use Permit Checklist
 (Applicant must attach items 1-7)

- 1. completed application
- 2. payment of fees (\$300.00 + \$25.00 per acre)
- 3. letter of application stating in general terms: (a) the proposed use of the property, (b) the effect of the changes on the surrounding area, and (c) the reason for the request
- 4. concept plan (see attached information for recommended contents)
- 5. plot plan of property
- 6. disclosure statement signed and notarized verifying ownership
- 7. names and addresses of adjacent property owners
- 8. Zoning Administrator's review of documentation

CERTIFICATION OF APPLICANT

I hereby certify that I have the authority to make the foregoing application, that the information given is true and correct, and that the construction or improvements will conform to the regulations in the Virginia Statewide Building Code, all pertinent Town Ordinances, including fire, sewer, and water ordinances, and private building restrictions, if any, which may be imposed on the property by deed. Furthermore, I certify that the changes to the improvement before or during construction will be provided to the Zoning Administrator and Building Official before such changes are constructed.

Signature of Owner/Agent: Chad Petrus

Conditional Use Permit Plan Checklist

Town of Cape Charles

2 Plum Street

Cape Charles, VA 23310

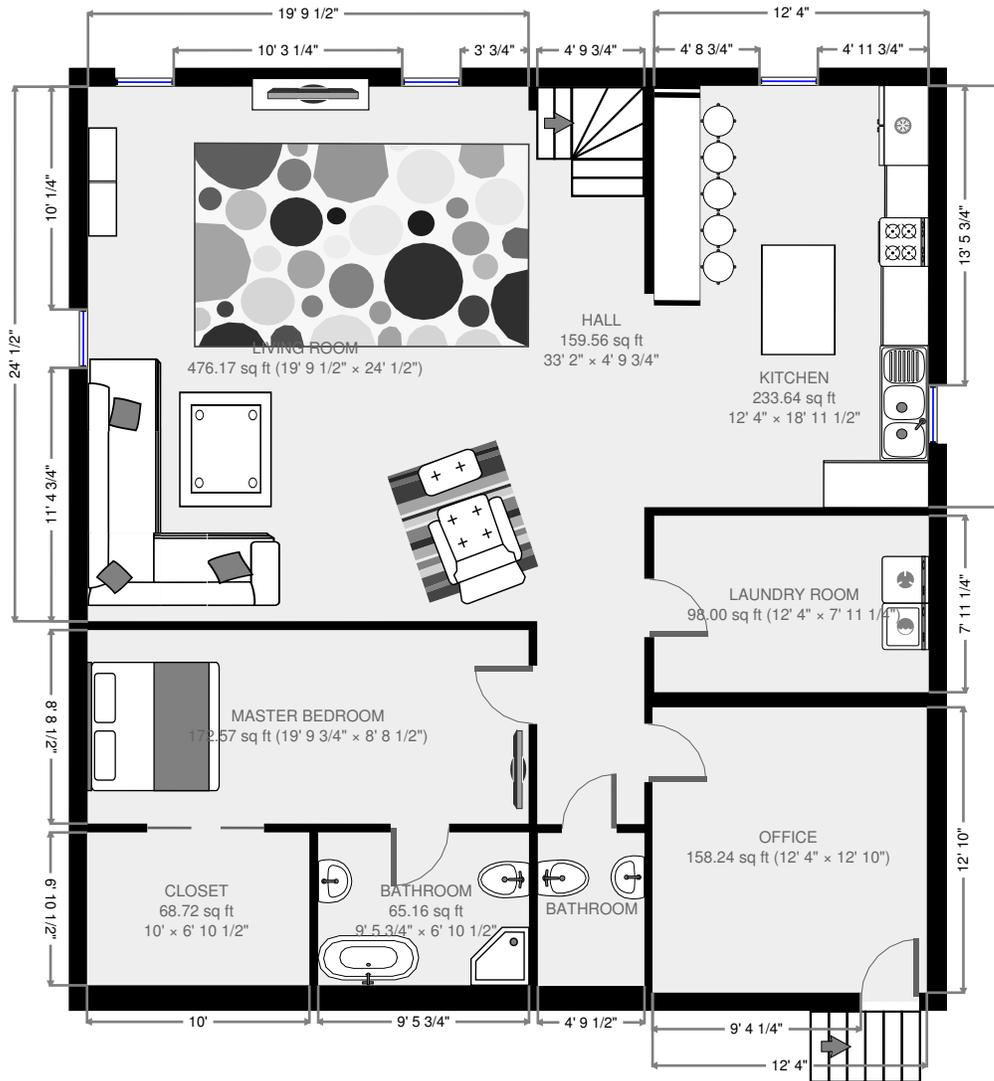
757-331-2036 Fax: 757-331-4820

planner@capecharles.org

Contact Person: Chad Petrus Submittal Date: 11/28/16
 Address: 11331 Hotze St. Acton, IN 46059 Phone #: 812-391-9181
 Email: chadandbev@outlook.com

Requirement	Yes	No	N/A	Comments
Are the project title, name of applicant, and project designer (if applicable) provided?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are the date, north arrow, and graphic scale provided?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is the concept plan the minimum size of 8 1/2" x 11" or maximum size 11" x 17"? If only plans larger than the maximum size are feasible, has the applicant provided 15 copies of the plan for distribution to the Planning Commission and Town Council?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Is the size of the entire parcel in acres and, if applicable, is size of portion of parcel showing? Are the meets and bounds provided?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are the adjacent streets, alleys, railroads, water bodies, natural features, etc. shown?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are the locations, dimensions, and heights of all structures provided?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are the number, type, and size of dwelling, retail or commercial office units, the gross density, and the location, size and type of recreational amenities provided for the residential, commercial, and mixed use projects?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are the location and dimensions of pedestrian access and plazas as well as vehicular driveways, parking spaces, and unloading facilities shown?	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Are any outstanding natural features to be conserved, such as slope, ground cover, surface water, trees and vegetation, floodplain, etc. shown?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are any signs, including type, area, height, and placement on site shown?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is lighting information provided, if applicable?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is the location and description of any screening and buffering along the lot perimeter or within the lot provided?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Are the building elevations or renderings and description of landscape improvements provided?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Is there other information pertinent to the specific request including areas outdoors which are designated for conditional uses, for example, accessory uses, storage areas, recreation area, loading/unloading areas, and dumpster areas on the concept plan?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

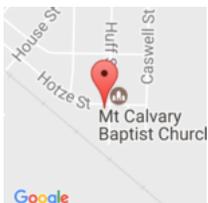
2nd Floor



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Plan 2

7907-11314 Hotze Street, Indianapolis, Indiana, United States 46259



2016-11-29

1465 sq ft

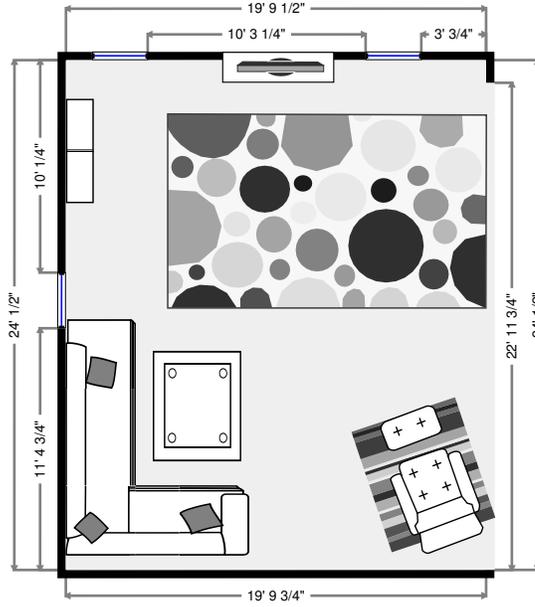
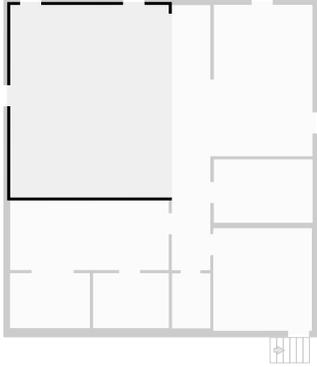
1 Floor

1 Bedroom

2 Bathrooms

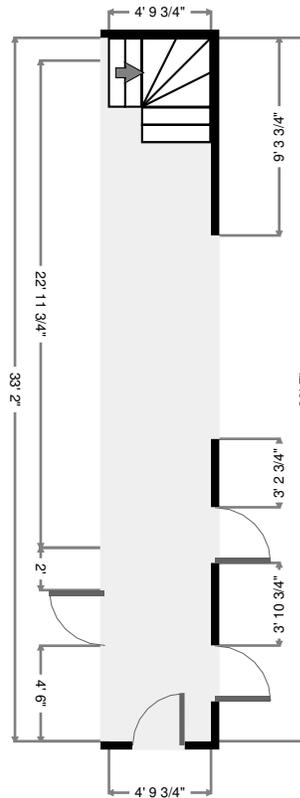
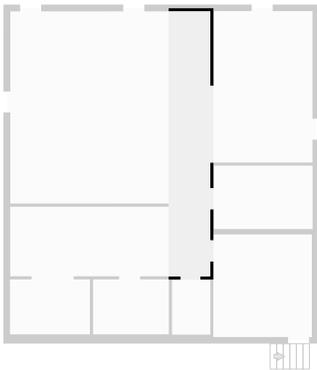
Living Room

Width: 19' 9 1/2"
 Length: 24' 1/2"
 Area: 476.17 sq ft
 Perimeter: 87' 8 1/4"



Hall

Width: 4' 9 3/4"
 Length: 33' 2"
 Area: 159.56 sq ft
 Perimeter: 75' 11 1/2"



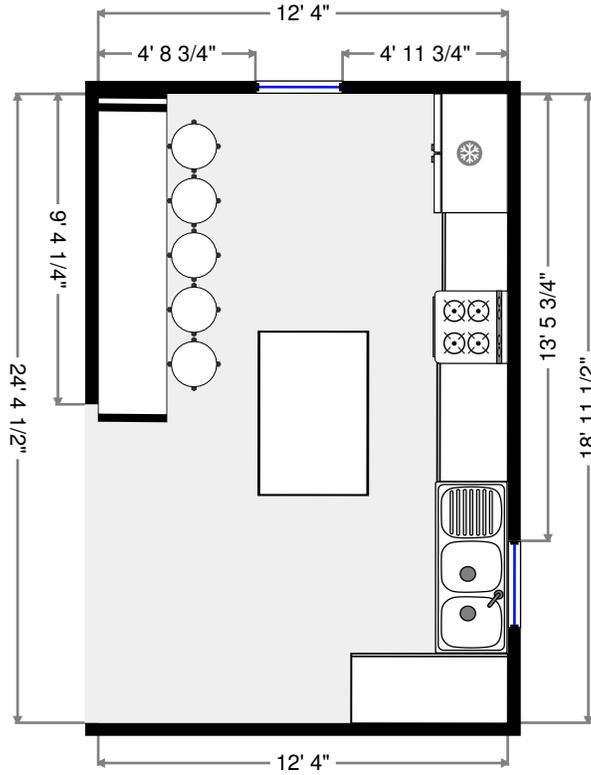
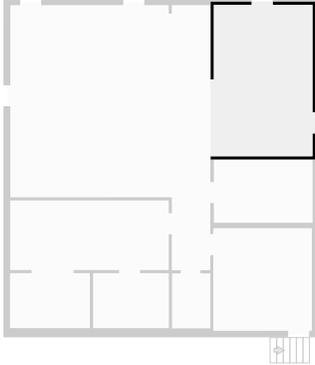
Plan 2

2016-11-29

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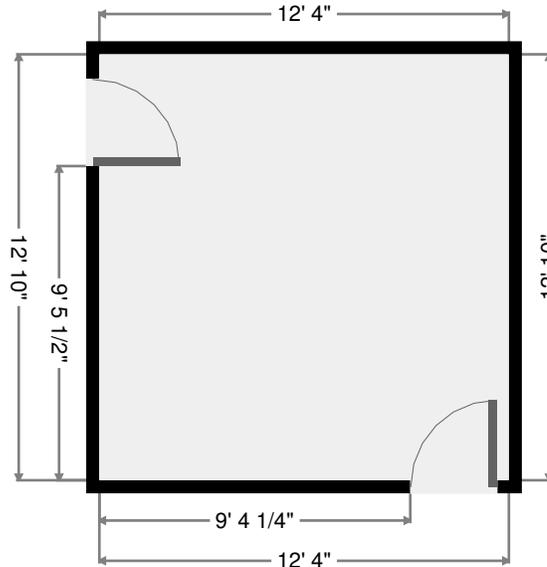
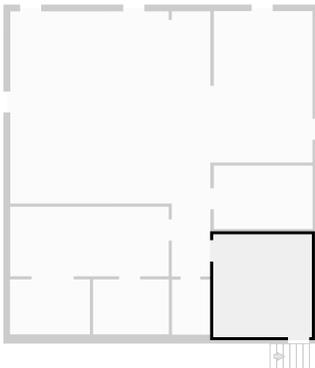
Kitchen

Width: 12' 4"
 Length: 18' 11 1/2"
 Area: 233.64 sq ft
 Perimeter: 62' 6 3/4"



Office

Width: 12' 4"
 Length: 12' 10"
 Area: 158.24 sq ft
 Perimeter: 50' 4"



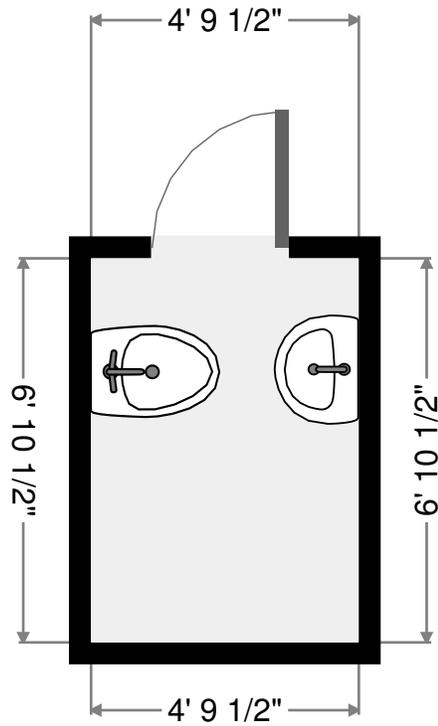
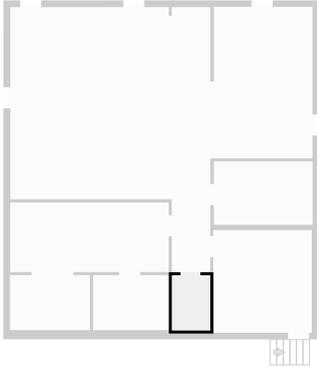
Plan 2

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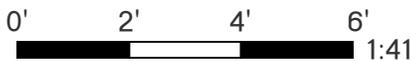
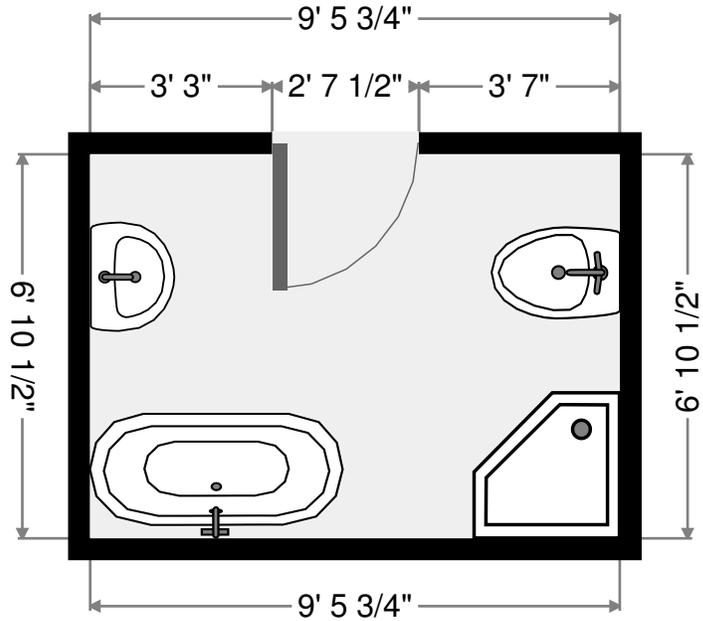
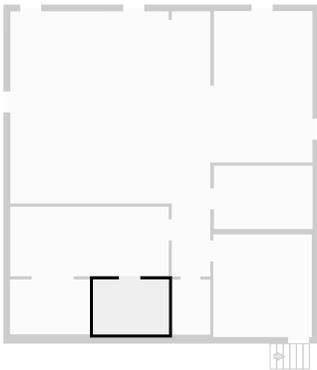
Bathroom

Width: 4' 9 1/2"
 Length: 6' 10 1/2"
 Area: 32.94 sq ft
 Perimeter: 23' 4"



Bathroom

Width: 6' 10 1/2"
 Length: 9' 5 3/4"
 Area: 65.16 sq ft
 Perimeter: 32' 8 1/2"



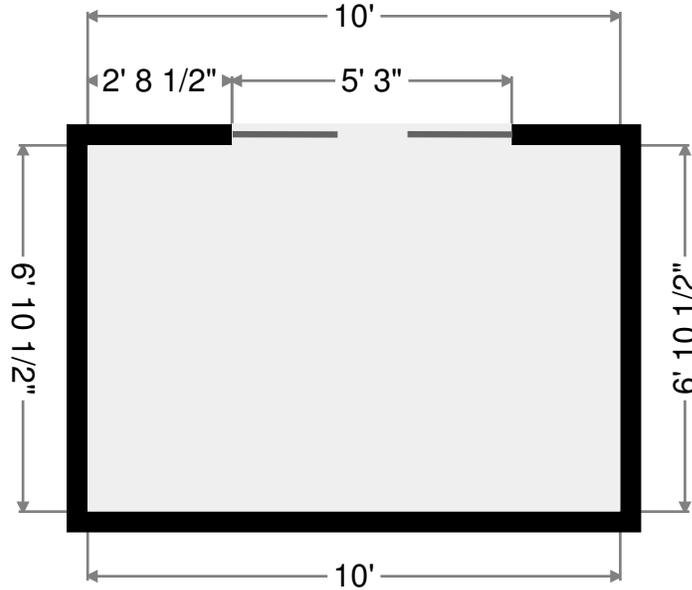
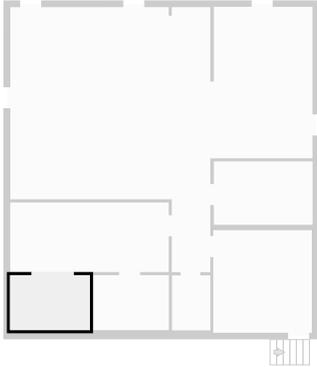
Plan 2

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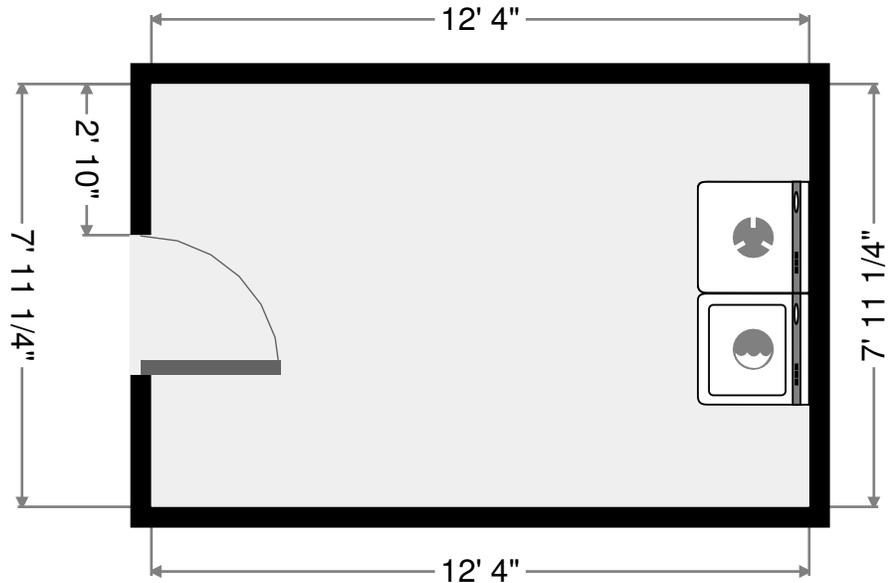
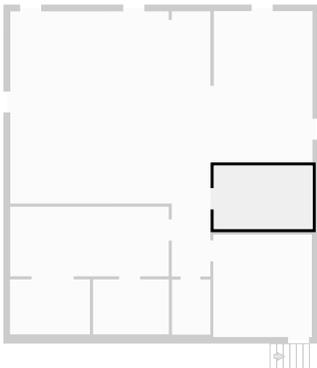
Closet

Width: 6' 10 1/2"
 Length: 10'
 Area: 68.72 sq ft
 Perimeter: 33' 9"



Laundry Room

Width: 7' 11 1/4"
 Length: 12' 4"
 Area: 98.00 sq ft
 Perimeter: 40' 6 3/4"



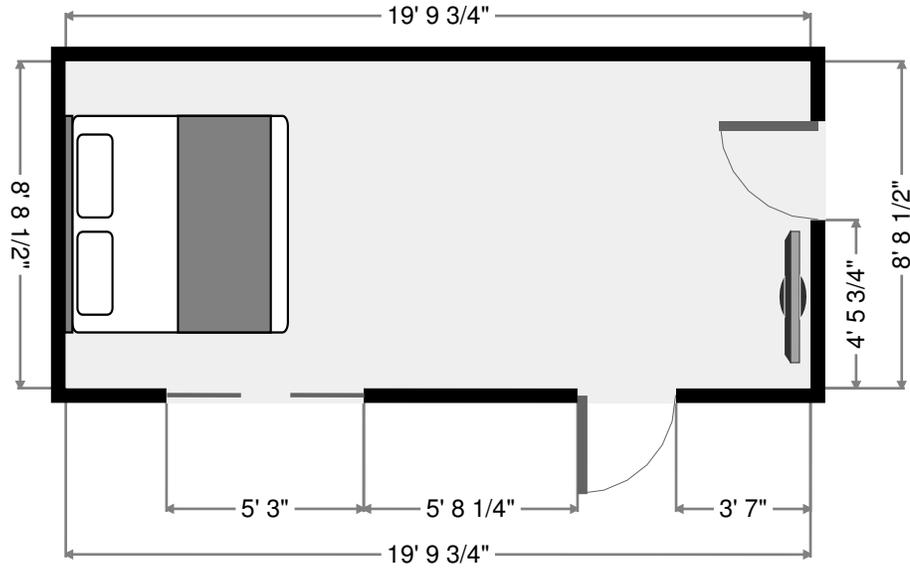
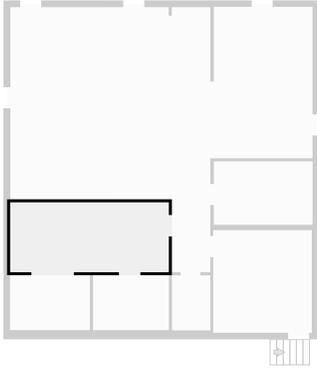
Plan 2

2016-11-29

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Master Bedroom

Width: 8' 8 1/2"
 Length: 19' 9 3/4"
 Area: 172.57 sq ft
 Perimeter: 57' 3/4"



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Plan 2

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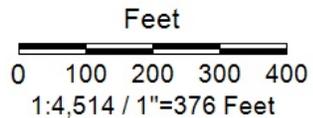
Northampton County, Virginia

Legend

- Road Labels
- Parcels
- Building Footprints



Map Printed from Northampton
<http://northampton.mapsdirect.net/>



Title: Parcels

Date: 12/19/2016

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and Northampton County is not responsible for its accuracy or how current it may be.



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