

VIRGINIA:

A meeting of the Lancaster County Board of Supervisors was held in the Administrative Building Board/Commission Meeting Room of said county on Monday, December 15, 2014.

Members Present: B. Wally Beauchamp, Chair

Jason D. Bellows, Vice Chair

F. W. Jenkins, Jr., Board Member

Ernest W. Palin, Jr., Board Member

William R. Lee, Board Member

Staff Present: Frank A. Pleva, County Administrator

Don G. Gill, Planning and Land Use Director

Crystal Whay, Building/Land Use Secretary

Mr. Beauchamp called the meeting to order at 7:00 p.m.

PUBLIC INPUT

Ms. Bonnie Leigh Jones, a Beach Cove Villa condominium owner, stated that she wished to speak about the proposed public boat ramp at Windmill Point. She stated that she was in no way opposed to a public boat ramp at Windmill. She stated that there has always been a boat ramp at Windmill and the Comprehensive Plan makes it a clear priority. She stated that she understood that it was something that was needed in the southern part of the County. She stated that maybe the ramp could be a “jump start” for further activity at Windmill.

Ms. Jones stated that her concern is about the impact that the ramp may have on the properties there. She stated that good site design and thoughtful planning would help with her concerns. She stated that relocation of the road seems necessary for traffic flow, especially for the property owners with watercraft. She stated that, at the present time, their parking is tight and another road would have serious impacts on their parking area. She stated that overflow parking from the ramp would simply not fit in their parking area and she hoped that safeguards would be put in place for that. She stated that she hoped there would be a natural buffer between the existing buildings and the parking area for the ramp. She stated that there was also concerns about lighting, public restrooms and trashcans.

Mr. Tom Wilson, a Beach Cove Villa condominium owner, stated that he was very concerned about the location of the proposed public boat ramp. He stated that the condominium owners already have to live with the tiki bar and the elements that have brought to their community. He stated that he did not think a public boat ramp belonged in the middle of a resort. He stated that there was already a ramp at Wake, which could be used or use the land at the end of the road, which the County already owns.

Mr. Wilson stated that families would not be the ones using the ramp, but rather people who planned to drink all day on their boats. He stated that might not always be the case, but more than likely. He stated that it would be like putting a trash dump in the middle of their neighborhood. He stated that he and his neighbors would be like the Dymer Creek people when it came to a boat ramp on their creek.

Mr. Dave Waddell, the President of the Beach Cove Villas Condominium Association, stated that there was opposition to the proposed public boat ramp and he had talked with some residents at the Landing and they were also opposed.

PRESENTATIONS

None.

VIRGINIA DEPARTMENT OF TRANSPORTATION

None.

PUBLIC HEARING

1. Application for Special Exception-Individual Manufactured Home-Dandridge Carter Towles

Mr. Gill stated that the issue was an Application for Special Exception by Dandridge Carter Towles and his brother, Thomas L. Towles, Sr., to place an individual manufactured home on a 9.64-acre parcel described as Tax Map #6-21. He stated that the property is zoned R-1, Residential General and is located adjacent to 2815 Morattico Road in District 2.

Mr. Gill stated that Article 5-1-3 of the Zoning Ordinance requires a special exception for the placement of individual manufactured homes such as this one with the dimensions of 16 feet by 72 feet. He stated that previous similar approvals by the Board of Supervisors have been based on whether any legitimate concerns could be raised by adjacent property owners.

Mr. Gill stated that the property has approved septic and well sites permitted with the Virginia Department of Health under HDID #151-14-0094. He stated that all

front, rear and side setbacks can be met and similar types of manufactured homes exist in this neighborhood.

Mr. Gill stated that this issue has been advertised and adjoining property owners notified as required by law and that to date, there has been one response from the public in favor of the application.

Mr. Jenkins stated that this application is another example of fallout from the mass rezoning conducted in the early 90's. He stated that this parcel was an agricultural zone and part of a family farm and because of an inexperienced planning director at that time and because the parcel had a house, it became residential.

Mr. Beauchamp opened the public hearing.

There was no public input.

Mr. Beauchamp closed the public hearing.

Mr. Palin made a motion to Approve the Special Exception by Dandridge Carter Towles and his brother, Thomas L. Towles, Sr. to place an individual manufactured home on a 9.64-acre parcel described as Tax Map #6-21.

VOTE:	B. Wally Beauchamp	Aye
	Jason D. Bellows	Aye
	F. W. Jenkins, Jr.	Aye
	Ernest W. Palin, Jr.	Aye
	William R. Lee	Aye

CONSENSUS DOCKET

Motion was made by Mr. Jenkins to approve the Consensus Docket and recommendations as follows:

- 1) Minutes for November 20, 2014 Regular Meeting

Recommendation: Approve minutes as submitted

- 2) FY 15 School Budget Appropriation Request for Non-County Funds Received from the Virginia Education Foundation

Revenue:
Lancaster County Virginia Education Foundation, Inc.
Account: 3-251-018990-0006 \$500.00

Expenditures:
Contracted Services
Account: 4-251-061100-3000-x-127 \$500.00

Recommendation: Approve request as submitted

3) Deed of Lease Approval for Windmill Point Public Boating Access Site

Recommendation: Approve request as submitted

DEED OF LEASE AND OPTION TO PURCHASE AGREEMENT

THIS DEED OF LEASE AND OPTION TO PURCHASE AGREEMENT (this "Lease") is entered into as of the 9th day of December, 2014, by and between the **THE COUNTY OF LANCASTER**, a political subdivision of the Commonwealth of Virginia ("Tenant") and [RL PROP 2011-1 INVESTMENTS, LLC, a Virginia limited liability company](#) ("Landlord"), upon the following terms and conditions.

WHEREAS, Landlord owns the Premises (hereafter defined); and

WHEREAS, Tenant has agreed to lease the Premises upon the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I – DEFINITIONS

Unless the context otherwise requires, the following terms have the meanings specified herein:

1.1. Premises. "**Premises**" means that certain lot, piece or parcel of land situated in the County of Lancaster, Virginia, identified as "Lease/Purchase Area" on Exhibit A, attached hereto and incorporated herein by reference, containing 60,871 square feet, 1.40 acres, together with any improvements thereon, and all rights appurtenant thereto.

1.2. Easement. "**Easement**" means a right of way and easement, for use by Tenant and the public and for utilities, over and across the private right of way known as "Windjammer Lane", from the intersection of Windjammer Lane at Windmill Point Road (State Route 695) to the Premises, including the extension of "Windjammer Lane" across

the parcel of land adjacent and separating the lands of The Landing Owners Association, which extension provides additional access to Windmill Point Road.

1.3. Dock. "**Dock**" means the existing wooden dock and boat slips located on and adjacent to the Premises, shown on Exhibit A.

1.4. Term. "**Term**" means the period from **December 10, 2014** ("**Commencement Date**") to **December 31, 2039**, unless sooner terminated as provided in this Lease.

1.5. Rent. "**Rent**" means **Sixty Thousand Dollars and No Cents (\$60,000.00)**, payable in equal yearly installments of **Two Thousand, Four Hundred Dollars and No Cents (\$2,400.00)** during the Term.

1.6. Tenant's Permitted Use. "**Tenant's Permitted Use**" means use by the Tenant and the public for access to the Chesapeake Bay and other waters, including the Windmill Point Marina Basin, and may include construction and operation of a boat ramp, pier, parking and other associated uses and structures; and other uses of like nature.

1.7. Landlord's Address for Notices. "**Landlord's Address for Notices**" means:

RL Prop 2011-1 Investments, LLC
RL Prop 2011-1 Investments, LLC
25 Shoreline Trail
Clarksville, GA 30523
Attn: Peter Anzo
E-Mail: panzo@viningsmarine.com

With a copy to: LeClairRyan, A Professional Corporation
999 Waterside Drive, Suite 2100
Norfolk, VA 23510
Attn: Ray W. King
E-Mail: ray.king@leclairryan.com
Facsimile: 757-634-3773
And
Attn: Jean D. Mumm
E-Mail: jean.mumm@leclairryan.com
Facsimile: 757-624-3773

1.8. Tenant's Address for Notices. "**Tenant's Address for Notices**" means:

County Administrator
County of Lancaster
8311 Mary Ball Road
Lancaster, Virginia 22503

Telephone: (804) 462-5129
Facsimile: (804) 462-0031
E-Mail: fpleva@lancova.com

With a copy to: James E. Cornwell, Jr., Esquire
County Attorney
Sands Anderson PC
P.O. Box 2009
Christiansburg, Virginia 24068-2009
540-260-9011 (telephone)
540-260-0022 (facsimile)

ARTICLE 2 – LEASE OF PREMISES

2.1. Lease of Premises. Landlord, for and in consideration of the Rent and the covenants, conditions and agreements hereinafter described to be kept and performed by Tenant, does hereby rent, demise and lease the Premises to Tenant, and Tenant leases the Premises from Landlord, upon the terms contained in this Lease.

2.2. Easement. Tenant and the public shall be entitled to use the Easement during the Term, for ingress and egress to the Premises, and all other lawful uses, and Tenant shall have the right (but not the obligation) to maintain, improve, construct and repair the Easement, including (without limitation) Windjammer Lane.

2.3. Landlord's Dock. Landlord shall have the right to access, use, and lease the Dock to others.

2.4. Term. This Lease shall continue during the Term, unless terminated as provided herein.

2.5. Rent. During the Term, Tenant shall pay to Landlord the annual installment of Rent, in advance on the first day of each calendar year, with the first payment due January 1, 2015, and thereafter on the first day of each calendar year, without notice, demand, abatement, deduction or offset, in lawful money of the United States at Landlord's Address for Notices or to such other person or at such other place as Landlord may designate from time to time by written notice given to Tenant. No Rent shall be due for the partial month of December 10, 2014 to December 31, 2014.

2.6. Acceptance of Premises. Tenant agrees to accept the Premises in "as is" physical condition as of the Commencement Date without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements (or to provide any allowance for same), except as otherwise stated herein.

2.7. Existing Rights of Way. Existing rights of way over and across the Premises shall be vacated, released, or relocated so as not to interfere with Tenant's Permitted Use, and Landlord and Tenant shall cooperate to accomplish the same. If any existing right of way over the Premises interferes with Tenant's Permitted Use, and cannot be vacated, released, or relocated, (upon reasonable terms, in Tenant's sole discretion) Tenant shall have the right, in its sole discretion, to terminate this Lease, upon thirty (30) days written notice to Landlord.

ARTICLE 3 - USE OF PREMISES

3.1 Tenant's Permitted Use. Tenant shall use the Premises for Tenant's Permitted Use and shall not use or permit the Premises to be used for any other purpose. Tenant intends to construct upon the Premises a boat ramp, public dock, subsurface improvements, parking and other facilities for use of the public and related to Tenant's use. The Premises will, upon completion of construction, be open to the public for non-commercial uses unless otherwise restricted by the Tenant, in its sole discretion, for maintenance, improvements, emergency services, or other similar causes. The Tenant has made application to the Virginia Department of Game and Inland Fisheries for funding for construction of improvements on the Premises, notwithstanding anything contained herein, should the Tenant not obtain such grant funding the Tenant shall have no obligation to make or maintain any such improvements. Tenant shall, at its sole cost and expense, obtain all governmental licenses and permits required to allow Tenant to construct the facilities and conduct Tenant's Permitted Use.

3.2 Compliance With Laws. Tenant shall not use the Premises, or permit the Premises to be used in any manner that violates any applicable laws, ordinances, or regulations.

3.3 Hazardous Substances. The term "***Hazardous Substances***" means pollutants, contaminants, toxic or hazardous wastes, or any other substances, the removal of which is required or the use or storage of which is restricted, prohibited, regulated or penalized by any law relating to pollution or protection of the environment (collectively "***Environmental Laws***"). Tenant shall not, and Tenant shall not permit any agent, contractor, or invitee of Tenant, or the public, to use, store, release, or dispose of any Hazardous Substance in the Premises in violation of applicable Environmental Laws. Tenant shall promptly remediate any violation of this requirement in strict accordance with all applicable Environmental Laws at Tenant's sole expense. Nothing herein prohibits the use and storage of Hazardous Substances in the ordinary course of Tenant's permitted use, so long as the same is in strict accordance with all Environmental Laws.

ARTICLE 4 – OPERATING EXPENSES

4.1 Utilities. Tenant covenants to pay when due all charges during the Term for gas, water, electricity, telephone, sewage disposal, and other utilities used in or for the benefit of the Premises.

4.2 Real Estate Taxes. Landlord shall pay real estate taxes applicable to the Premises, excluding any such taxes attributed to improvements on the Premises constructed by Tenant.

4.3 Services. Landlord is not obligated to provide any services to the Premises except as otherwise specifically stated in this Lease, and is not liable for any stoppage of, or interruption in furnishing, any services to the Premises.

ARTICLE 5 – MAINTENANCE AND REPAIRS

5.1 Tenant's and Landlord's Obligations. Tenant, at its sole cost, shall maintain and keep in good repair and condition all of the Premises, including the Alterations (defined below), except for those items that are expressly set forth as responsibilities of the Landlord. Landlord, at its sole cost, shall maintain and keep in good repair and condition all of the Dock. Landlord is not responsible for maintenance, repairs, or replacement to or of any other portion of the Premises.

ARTICLE 6 – ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

6.1 Landlord's Consent: Conditions. Tenant may make or permit to be made any alterations, additions, or improvements in or to the Premises ("*Alterations*") consistent with Tenant's Permitted Use, provided such improvements do not unreasonably interfere with Landlord's permitted use of the Dock. All Alterations shall be performed at Tenant's sole cost in compliance with all applicable laws, ordinances, rules, and regulations. All work shall be performed in a diligent, first class manner.

6.2 Liens. Tenant shall pay when due all costs for work performed and materials supplied to the Premises at Tenant's direction. Tenant shall keep the Premises free from all liens, stop notices, and violation notices relating to the Alterations or any other work performed for, materials furnished to, or obligations incurred by or for, Tenant.

6.3 Lease Termination. Upon expiration or earlier termination of this Lease, or any renewal or extension hereof, Tenant shall surrender the Premises to Landlord in the same condition as when received, subject to reasonable wear and tear and permitted improvements and alterations. Upon termination, all Alterations shall become a part of the Premises and shall become the property of Landlord. All business and trade fixtures, machinery and equipment, furniture, movable partitions and items of personal property owned by Tenant or installed by Tenant at its expense in the Premises excluding such items necessary for the operation or use of any of the Alterations shall be and remain the

property of Tenant upon the expiration or earlier termination of this Lease. Tenant shall at its sole expense, remove all such items and repair any damage to the Premises caused by such removal. If Tenant fails to remove any such items or repair such damage within thirty (30) days after the expiration or earlier termination of this Lease, Landlord may, but need not, do so, and Tenant shall pay Landlord the cost thereof upon demand.

ARTICLE 7 – INSURANCE

7.1 Property Insurance. Tenant shall procure and maintain, at its sole expense, “all-risk” property insurance in an amount not less than one hundred percent (100%) of the replacement cost covering the Alterations and Tenant’s personal property from time to time situated in the Premises. Landlord shall procure and maintain, at its sole expense, “all-risk” property insurance in an amount not less than one hundred percent (100%) of the replacement cost covering the Dock.

7.2 Tenant's Liability Insurance. Tenant shall procure and maintain, at its sole expense, commercial general liability insurance applying to the use and occupancy of the Premises by Tenant. Such insurance shall have a minimum combined single limit of liability of at least One Million Dollars and No Cents (\$1,000,000.00).

7.3 Landlord's Liability Insurance. Landlord shall procure and maintain, at its sole expense, commercial general liability insurance applying to the use and occupancy of the Dock by Landlord. Such insurance shall have a minimum combined single limit of liability of at least One Million Dollars and No Cents (\$1,000,000.00).

7.4 Named Insured. All such policies shall include the other party as a named insured, and each party shall provide evidence of insurance to the other upon request.

ARTICLE 8 – DEFAULT AND REMEDIES

8.1 Events of Default By Tenant. The occurrence of any of the following (without limitation) shall constitute a material breach of this Lease by Tenant.

- A. The failure by Tenant to pay any payment due hereunder within fifteen (15) days following receipt of written notice from Landlord that the same is delinquent.
- B. The failure by Tenant to observe or perform any other provision of this Lease to be observed or performed by Tenant, if such failure continues for more than thirty (30) days after written notice thereof by Landlord to Tenant unless Tenant begins to cure such failure within thirty (30) days after such notice and thereafter continues to use reasonable efforts to cure such failure.

8.2 Landlord’s Right to Terminate Upon Tenant Default. In the event of any material breach of this Lease by Tenant, and upon expiration of any applicable cure

period, Landlord shall have the right to terminate this Lease and recover possession of the Premises by giving written notice to Tenant of Landlord's election to terminate this Lease, in which event Landlord shall be entitled to receive from Tenant:

- A. The amount of any unpaid Rent due and payable at the time of such termination; plus
- B. The amount of Rent due and payable by Tenant under this Lease for the balance of the Term collected as and when due under this Lease over the balance of the Term, reduced by any sums received by Landlord upon reletting of the Premises through the expiration of the Term; provided however, that Landlord shall use all reasonable efforts to minimize the loss of Tenant by finding a new tenant to offset the current Tenant's obligations; plus
- C. Any other sum of money owed by Tenant to Landlord under the terms of this Lease; plus
- D. Interest on the foregoing amounts from the time due until the time actually paid at the rate of six percent (6%) per annum.

8.3 Right to Perform. All covenants and agreements to be performed under this Lease shall be performed by the responsible party at its sole cost and expense. If either party fails to perform under this Lease, and such failure continues for more than thirty (30) days following receipt of written notice thereof, the other party may, but shall not be obligated to, make any payment or perform any other act required to be made or performed, without waiving or releasing the non-performing party of its obligations under this Lease. The non-performing party shall pay the performing party any sums so paid.

8.4 Events of Default By Landlord. The failure by Landlord to perform any provision of this Lease to be performed by Landlord shall constitute a Landlord Event of Default, if such failure continues for more than thirty (30) days after written notice thereof by Tenant to Landlord unless Landlord begins to cure such failure within thirty (30) days after such notice and thereafter continues to use reasonable efforts to cure such failure. Any such Landlord Event of Default shall entitle Tenant, at its sole discretion, to terminate this Lease, in addition to all legal and equitable remedies under applicable law.

ARTICLE 9 – MEMORANDUM OF LEASE

9.1 Memorandum. Tenant may record at its expense a memorandum of this Lease and Option, in accord with Virginia Code § 55-57.1, and Landlord agrees to execute such documentation as may be reasonably required in connection therewith. Tenant shall pay any recordation taxes and costs for such memorandum.

ARTICLE 10 – MISCELLANEOUS PROVISIONS

10.1 Attorney's Fees. If either Landlord or Tenant shall commence any action or other proceeding against the other arising out of, or relating to, this Lease or the Premises, the prevailing party shall be entitled to recover from the non-prevailing party, in addition to any other relief, its actual attorneys' fees incurred therein.

10.2 Subordination This Lease, and the rights of Tenant hereunder, are and shall be subject and subordinate to the interests of (i) present and, subject to the conditions described hereinafter, future mortgages and deeds of trust encumbering all or any part of the Premises; (ii) all past and future advances made under any such mortgages or deeds of trust. Upon demand, Tenant shall execute, acknowledge and deliver any instruments reasonably requested by Landlord or any such Mortgagee to effect the purposes of this section; provided however, as a condition to any subordination and with respect to any present or future mortgage or deed of trust, such Mortgagee shall agree in a recordable instrument that this Lease shall not be divested by foreclosure or other default proceedings and the tenancy of the Tenant shall not be disturbed so long as Tenant is not in default under this Lease beyond applicable cure periods. Landlord shall hold Tenant harmless from any liability to or for any mortgage or deed of trust on the Premises and shall cause such mortgage or deed of trust to be removed as a lien on the Premises at the time of any conveyance of the Premises to Tenant. Within one hundred twenty (120) days following execution of this Lease, Landlord shall use its best efforts to deliver such a non-disturbance agreement from its current lender(s) secured by a deed of trust on the Premises, including a consent and subordination by such lender(s) to the option rights of Tenant hereunder.

10.3 Quiet Enjoyment. Provided that Tenant performs all of its obligations hereunder, Tenant shall have and peaceably enjoy the Premises during the Term free of claims by or through Landlord, subject to all of the terms and conditions contained in this Lease.

10.4 Estoppel Certificate. Tenant agrees upon not less than ten (10) business days' prior written notice from Landlord to execute, acknowledge and deliver to Landlord an estoppel certificate certifying to any current or prospective mortgagee such facts (if true) and agreeing to such notice provisions and other matters as such mortgagee may reasonably require in connection with Landlord's financing.

10.5 Entry By Landlord. Landlord may enter the Premises at all reasonable times to: inspect the same; during the last 180 days of the Term, exhibit the same to prospective tenants, purchasers and mortgagees; determine whether Tenant is complying with all of its obligations under this Lease; or for any other reasonable purpose.

10.6 Notices. All notices shall be served personally or by registered or certified mail, postage prepaid, or commercial overnight delivery, addressed to Landlord at Landlord's Address for Notices or to Tenant at Tenant's Address for Notices, or addressed to such other address or addresses as either Landlord or Tenant may from time to time designate to the other in writing. Any notice shall be deemed to have been served at the time the same was posted.

10.7 Entire Agreement. This Lease contains all of the agreements and understandings relating to the leasing of the Premises and the obligations of Landlord and Tenant in connection with such leasing. Landlord has not made, and Tenant is not relying upon, any warranties, or representations, promises or statements made by Landlord or any agent of Landlord, except as expressly set forth herein. This Lease supersedes any and all prior agreements and understandings between Landlord and Tenant and alone expresses the agreement of the parties with regard to its subject matter.

10.8 Severability. If any term, covenant or condition of this Lease or the application thereof to any person or circumstance, shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to other persons or circumstances or to more limited persons or circumstances, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law.

10.9 Amendments. This Lease shall not be amended, changed or modified in any way unless in writing executed by Landlord and Tenant. Landlord and Tenant shall not have waived or released any of its rights hereunder unless explicitly in a writing executed by Landlord or Tenant, as applicable.

10.10 Successors and Assigns. Tenant may assign or sublet all or any part of this Lease without Landlord's consent but shall provide written notice of such assignment or sublease to the Landlord within 30 days of such action. Landlord may assign this Lease without Tenant's consent, but only subject to the provisions of Section 10.2 hereof. Except as expressly provided herein, this Lease and the obligations of Landlord and Tenant contained herein shall bind and benefit the successors and permitted assigns of the parties hereto.

10.11 Governing Law. This Lease is governed by, and construed and performed in accordance with, the laws of the Commonwealth of Virginia without regard to any choice of law provision thereof.

10.12 Captions. All captions, headings, titles, numerical references and computer highlighting are for convenience only and shall have no effect on the interpretation of this Lease.

10.13 Number and Gender. All terms and words used in this Lease, regardless of the number or gender in which they are used, shall be deemed to include the appropriate number and gender, as the context may require.

10.14 Time is of the Essence. Time is of the essence of this Lease and to the performance of all obligations hereunder.

10.15 Counterparts. This Lease may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall

constitute one and the same instrument. A signature transmitted by facsimile, portable document format (.pdf), or other electronic transmission shall have the same force and effect as an original signature.

10.16 Broker's Fee. Landlord and Tenant represent to each other they have dealt with no broker, agent or finder in connection with this Lease or the option described herein.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first above written.

LANDLORD:

RL PROP 2011-1 INVESTMENTS, LLC

By: _____
(Printed) _____
(Title) _____

TENANT:

THE COUNTY OF LANCASTER

By: _____
(Printed) _____
(Title) _____

Exhibit A

PLAT ON NEXT PAGE

VOTE:	B. Wally Beauchamp	Aye
	Jason D. Bellows	Aye
	F. W. Jenkins, Jr.	Aye
	Ernest W. Palin, Jr.	Aye
	William R. Lee	Aye

CONSIDERATION DOCKET

The Board considered the following items on its Consideration Docket:

1) Approval of December 2014 Salaries and Invoice Listings

The motion was made by Mr. Palin to approve the salaries for December 2014 in the amount of \$255,523.76 and invoice listings for December 2014 in the amount of \$507,367.27*.

*Greentown/Gaskins Project - \$35,832.50

VOTE:	B. Wally Beauchamp	Aye
	Jason D. Bellows	Aye
	F. W. Jenkins, Jr.	Aye
	Ernest W. Palin, Jr.	Aye
	William R. Lee	Aye

2) County Administration Building Renovation Bids

Mr. Beauchamp asked Mr. Pleva to present the issue.

Mr. Pleva stated that a list of needed repairs and renovations to the County Administration Building was prepared by the Buildings and Ground staff in consultation with the County Administrator and Building Official. He stated that an invitation to bid was published twice in the local newspaper and posted on the County's website and a pre-bid meeting, including a tour of the building was conducted on Tuesday, November 18th. He stated that bids were received, publically opened and read aloud on Wednesday, December 3rd and three bids were received. He stated that those bids ranged from \$92,353.00 to \$106,793.23, with William E. Cooke General Building Contractor, Inc. of Callao submitting the lowest bid. He stated that Keith Cornwell was present, if the Board had any questions, but Mr. Cooke could not attend because of a prior commitment.

Mr. Pleva stated that if the bid is approved, a pre-construction meeting will be set up with Mr. Cooke. He stated that this Capital Improvement project is funded with the lease revenue bond.

Mr. Bellows made a motion to approve the bid of \$92,353.00 for William E. Cooke General Building Contractor, Inc. for the County Administration Building Renovations.

VOTE:	B. Wally Beauchamp	Aye
	Jason D. Bellows	Aye
	F. W. Jenkins, Jr.	Aye
	Ernest W. Palin, Jr.	Aye
	William R. Lee	Aye

3) State Aid to Localities Reductions

Mr. Beauchamp asked Mr. Pleva to present the issue.

Mr. Pleva stated that the General Assembly has passed legislation which requires that state aid to local governments be reduced by \$30 million dollars statewide in FY 2015. He stated that the reduction for Lancaster County is \$52,302.00 and is due by January 1, 2015.

Mr. Pleva stated that the options are to write a check for \$52,302.00 or as the Treasurer, Bonnie Haynie, recommended, have the funds deducted from the various departments. He stated that he just needed to know which option the Board preferred to use.

The consensus was to deduct the funding.

Mr. Palin made a motion that the state reductions be accomplished by deducting the funding from the County's various departments in the amount of \$52,302.00, which is the County's share of the statewide reduction.

VOTE:	B. Wally Beauchamp	Aye
	Jason D. Bellows	Aye
	F. W. Jenkins, Jr.	Aye
	Ernest W. Palin, Jr.	Aye
	William R. Lee	Aye

BOARD REPORTS

None.

COUNTY ADMINISTRATOR

None.

ADJOURNMENT

Motion was made by Mr. Lee to adjourn to the 2015 Organizational Meeting.

VOTE:	B. Wally Beauchamp	Aye
	Jason D. Bellows	Aye
	F. W. Jenkins, Jr.	Aye
	Ernest W. Palin, Jr.	Aye
	William R. Lee	Aye