

**AGENDA**  
**Williamsburg Area Transit Authority Board of Directors**  
**March 31, 2023**  
**2:30 P.M.**  
**Stryker Center City, City Council Chambers**  
**412 N. Boundary Street, Williamsburg, VA 23185**

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**A. Call to Order**

**B. Roll Call**

**C. Public Comment**

**D. Board Minutes**

1. Minutes – March 15, 2023

**E. Appointment of WATA Executive Director**

1. Appointment of WATA Executive Director, *Proposed Resolution #R23-24*

**F. Funding Of Compensation Plan Increases**

1. Funding of Compensation Plan Increases, *Proposed Resolution #R23-25*

**G. Closed Session**

Pursuant to Section 2.2-3711.A(6) Discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the governmental unit would be adversely affected; specifically, the contract between WATA and the Colonial Williamsburg Foundation, Proposed Resolution #R23-26

**H. Amended and Restated CWF Bus Service Agreement**

1. Amended and Restated CWF Bus Service Agreement, *Proposed Resolution #R23-27*

**I. Board Requests**

**J. Adjournment to April 19, 2023**

**AT THE MEETING OF THE BOARD OF DIRECTORS OF THE WILLIAMSBURG AREA TRANSIT AUTHORITY (WATA), HELD ON THE 15<sup>th</sup> DAY OF MARCH 2023, AT 10:00 A.M. IN THE STRYKER CENTER, CITY COUNCIL CHAMBERS, 412 N. BOUNDARY STREET, WILLIAMSBURG, VIRGINIA 23185.**

**A. CALL TO ORDER**

Chair Paul Holt called the March 15, 2023 WATA Board of Directors meeting to order at 10:00 A.M. where a quorum was established. Mr. Holt called the roll.

**B. ROLL CALL**

**Members of the Board Present:**

Paul Holt, James City County  
Mark Bellamy, York County  
Sarah Jones, CWF  
Denise Kirschbaum, James City County  
Michele DeWitt, City of Williamsburg  
Bill Horacio, William & Mary  
Steven Hennessee, DRPT

**Staff Present:**

Sanford Wanner, Interim Executive Director  
Iyanla XO, Marketing and Admin Specialist  
Ben Goodill, Acting Director of Planning and Admin  
Tim Sullivan, Budgets and Grants Specialist

**Others Present:**

**Absent:**

**C. PUBLIC COMMENT**

As no one from the public was present, Mr. Holt closed this section of the meeting.

**D. BOARD MINUTES**

1. Mr. Holt asked for a motion for approval of the minutes from February 8<sup>th</sup>, 2023. Ms. Kirschbaum made the motion. Ms. DeWitt seconded the motion. The Board voted in favor of the motion.
2. Mr. Holt asked for a motion for approval of the minutes from February 15<sup>th</sup>, 2023. Ms. DeWitt made the motion. The Board voted in favor of the motion. Mr. Bellamy abstained from the vote, as he was not present at the meeting.
3. Mr. Holt asked for a motion for approval of the minutes from March 3<sup>rd</sup>, 2023. Ms. DeWitt made the motion. The Board voted in favor of the motion.

## **E. REPORTS**

### **1. Executive Director Report**

Mr. Wanner said WATA staff has been requested by representatives of the City of Williamsburg to review three bus stops that conflict with crosswalks on Jamestown and Richmond Road: Stop 1600, Jamestown Rd at Lemon Hall, Stop 1087, Jamestown Rd at Cary St, and Stop 1038, Richmond Rd at Food Lion. For the bus stops on Jamestown Rd., WATA staff has been working with the City of Williamsburg and William and Mary. For the Richmond Rd. stops, he said it is a little more difficult since it has an established shelter and sidewalk connecting to the shopping center. He said WATA staff is working with the appropriate representatives for that.

He said WATA staff has received responses for the Northern Transfer Value Engineering and construction management services. He said the evaluation process is underway thanks to James City County.

He said the Longhill Road bus shelter installations are now out for quotes. He said we have one company of interest and one of no interest.

He said the Virginia Department of Rail and Transportation (DRPT) Compliance Review kick-off meeting was held on March 7, 2023. The compliance review covers three years and should be completed by the end of March. The Review team will be on-site the last week of March.

### **2. Northern Transfer Update**

Mr. Goodill gave an update on the Northern Transfer Center design concepts discussed at the January 2023 meeting. At the meeting, Mr. Goodill mentioned a possibility of a fourth concept design. He presented the fourth concept design to the Board at this meeting. After discussion, the Board agreed upon using the fourth concept design, as well as a recommendation to move forward to starting 30% of the plans.

## **F. UNFINISHED BUSINESS**

There was no Unfinished Business.

## **G. NEW BUSINESS**

### **1. Preliminary FY2024 Operating Budget**

Mr. Wanner briefly went over the Preliminary FY2024 Operating Budget packet given to the Board. This budget reflects the increase of the First Transit Maintenance contract, a 5% pay raise for operators, and the *Transit Strategic Plan: Evolving WATA*.

Mr. Holt thanked WATA staff for their hard work on the budget.

#### **H. BOARD REQUESTS**

Ms. DeWitt noted there was no ridership listed for October 2022 for the Colonial Williamsburg Foundation.

Mr. Bellamy said Mr. Hennessee made a good suggestion for the new Executive Director to attend the VTA conference in May 2023. He also asked Mr. Goodill if he can put together a timeline for the construction projects WATA has going on. He'd also like to know when the money is available for construction.

#### **I. ADJOURNMENT**

There being no further business, Mr. Holt requested a motion to continue the meeting to March 31<sup>st</sup>, 2023. Ms. DeWitt made the motion and the Board voted in favor of the motion. The meeting was adjourned at 11:35 a.m.



WILLIAMSBURG AREA TRANSIT AUTHORITY  

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MEMORANDUM

**TO: WATA Board of Directors**

**FROM: Sanford Wanner, Interim Executive Director**

**DATE: March 31, 2023**

**SUBJECT: Funding of Compensation Plan Increases**

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Staff is requesting approval to implement salary changes in response to a change in the compensation plan that is followed by WATA. The Authority generally follows the James City County Compensation Plan as part of utilizing JCC for human resources services. The JCC Board of Supervisors will adopt an update to the JCC Compensation Plan at its March 28, 2023, meeting that will raise each pay grade. The change was based on increasing each pay grade range by \$1,500. A copy of the new plan is enclosed. JCC elected to accelerate salary increases to be effective April 1, 2023, in order to assist in recruitment and retention efforts. While WATA follows the JCC compensation plan, before implementing pay increases that have otherwise been adopted by JCC the WATA Board of Directors must determine that sufficient funding is available.

Staff is proposing all positions are to receive the \$1,500 increase. Staff does find that sufficient funding is available to implement the pay increases as outlined.

**RESOLUTION #R23-25**

**FUNDING OF COMPENSATION PLAN INCREASES**

**WHEREAS**, the Williamsburg Area Transit Authority (WATA) and James City County (County) currently operate under a Memorandum of Understanding (MOU) for Human Resource Services;

**WHEREAS**, the MOU stipulates that WATA is included under the County's compensation plan and may follow compensation increases as determined by the James City County Board of Supervisors, unless sufficient funding is not available as determined by the WATA Board of Directors;

**WHEREAS**, in March 2023, the James City County Board of Supervisors approved changes to the County's compensation plan, increasing salaries within each pay grade by \$1,500;

**WHEREAS**, James City County has elected to implement the salary increases effective April 1, 2023, in order to assist in recruitment and retention efforts;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Williamsburg Area Transit Authority has determined there is sufficient funding to implement a \$1500 wage increase for all full-time and part-time pay ranges effective April 1, 2023, salary increases in line with those approved by James City County.

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Paul Holt  
Chair

ATTEST:

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Sanford Wanner  
Interim Executive Director

Adopted by the Board of Directors, Williamsburg Area Transit Authority this 31<sup>st</sup> day of March 2023.

**RESOLUTION #R23-26**

**CERTIFICATION OF CLOSED MEETING**

**WHEREAS**, the Williamsburg Area Transit Authority Board of Directors has convened in a closed session on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Freedom of Information Act; and

**WHEREAS**, Section 2.2-3712 of the Code of Virginia requires a certification by the Board that such closed session was conducted in conformity with Virginia law.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Williamsburg Area Transit Authority hereby certifies that, to the best of each member's knowledge: i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in closed session to which this certification resolution applies; and ii) only such public business matters as were identified in the motion(s) convening closed session were heard, discussed, or considered by the Board.

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Paul Holt  
Chair

ATTEST:

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Sanford Wanner  
Secretary

Adopted by the Board of Directors, Williamsburg Area Transit Authority  
this 31<sup>st</sup> day of March 2023.

**RESOLUTION #R23-27**

**AMENDED AND RESTATED COLONIAL WILLIAMSBURG FOUNDATION BUS  
SERVICE AGREEMENT**

**WHEREAS**, WATA and CWF entered into a Bus Service Agreement dated October 16, 2008;

**WHEREAS**, WATA and CWF amended the Original Agreement pursuant to an Amendment to Colonial Williamsburg Foundation Bus Service Agreement, dated February 28, 2018;

**WHEREAS**, WATA and CWF further amended the Original Agreement pursuant to a Second Amendment to Williamsburg Area Transit Authority The Colonial Williamsburg Foundation Bus Service Agreement, dated December 31, 2019;

**WHEREAS**, WATA and CWF desire to amend and restate the Original Agreement as amended;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Williamsburg Area Transit Authority hereby adopt the Amended and Restated contract.

\_\_\_\_\_  
Paul Holt  
Chair

ATTEST:

\_\_\_\_\_  
Sanford Wanner  
Secretary

Adopted by the Board of Directors, Williamsburg Area Transit Authority this  
31<sup>st</sup> day of March 2023.



**AMENDED AND RESTATED WILLIAMSBURG AREA TRANSIT  
AUTHORITY THE COLONIAL WILLIAMSBURG FOUNDATION BUS SERVICE  
AGREEMENT**

THIS AMENDED AND RESTATED WILLIAMSBURG AREA TRANSIT AUTHORITY AND THE COLONIAL WILLIAMSBURG FOUNDATION BUS SERVICE AGREEMENT (“Agreement”) is made as of March \_\_, 2023, by and between WILLIAMSBURG AREA TRANSIT AUTHORITY, a political subdivision of the Commonwealth of Virginia (“WATA”), and THE COLONIAL WILLIAMSBURG FOUNDATION, a Virginia non-stock, non-profit corporation (“CWF”). The parties to this Agreement are sometimes referred to collectively as the “Parties” or individually as a “Party”.

**WHEREAS**, WATA and CWF entered into a Bus Service Agreement dated October 16, 2008 (the “Original Agreement”);

**WHEREAS**, WATA and CWF amended the Original Agreement pursuant to an Amendment to Colonial Williamsburg Foundation Bus Service Agreement, dated February 28, 2018 (the “First Amendment”);

**WHEREAS**, WATA and CWF further amended the Original Agreement pursuant to a Second Amendment to Williamsburg Area Transit Authority The Colonial Williamsburg Foundation Bus Service Agreement, dated December 31, 2019 (the “Second Amendment”);

**WHEREAS**, WATA and CWF desire to amend and restate the Original Agreement as amended (regardless of whether all amendments or modifications are listed above).

**NOW, THEREFORE**, in consideration of the mutual promises and covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Amendment and Restatement. This Agreement amends, supersedes, replaces and restates in its entirety the Original Agreement as it may have been modified or amended, including, without limitation, by the First Amendment and the Second Amendment and shall be effective as of 12:01 a.m. April 1, 2023 (the “Effective Date”). Except as set forth in this Agreement, the Parties have no obligations under the Original Agreement as amended.

2. Term. This Agreement shall run from the Effective Date through June 30, 2030 (the “Term”). The Term shall thereafter be automatically extended on a year to year basis unless one of the Parties provide the other notice of termination ninety (90) days in advance of the end of the then current Term. If the Term is not extended, then at the end of the then current Term this Agreement shall automatically terminate and the Parties will have no further obligations under this Agreement.

3. Bus Service. Subject to having the necessary resources, WATA will provide public bus transportation around the historic core of Colonial Williamsburg, including to the CWF Visitors Center located at 101 Visitor Center Drive, Williamsburg, VA 23185 as indicated on “Route 15” on the attached Exhibit A (the “Historic Area Service”). The Historic Area Service shall be run on a frequency of 15 minutes; provided, however, in the event WATA is without adequate resources to provide the Historic Area Service, it will notify CWF prior to any material alteration of the Historic Area Service and, as provided in subsection 3(b) below, the Parties agree to enter into good faith discussions to address the providing of a reasonable level of Historic Area Service under the then current circumstances. The Parties understand and agree that unforeseen events including, sick drivers, mechanical issues, etc. may result in WATA having to reduce the Historic Area Service on short notice and that, in such circumstances, notice shall be given as soon as is reasonably practicable. WATA shall at all times retain sole and absolute discretion over the operation and staffing of its routes, including the Historic Area Service.

(a) Waiver of fee for CWF customers and employees. CWF patrons providing a valid Colonial Williamsburg Visitors Pass or CWF employees providing a valid Colonial Williamsburg employee ID will be permitted to ride on the Historic Area Service without charge. During the Term of this Agreement, CWF patrons or employees seeking to ride WATA routes beyond the Historic Area Service will be required to pay then current fares.

(b) Modification of Historic Area Service. The Historic Area Service may be modified by WATA in the exercise of its discretion as a public transportation authority. During the Term, except for urgent or emergency situations, and then only for the duration of such situation, WATA shall consult in good faith with CWF before implementing any material change in the Historic Area Service. In the event that WATA undertakes a material reduction, up to and including elimination, of the Historic Area Service, as CWF’s sole remedy, the payments in Section 4 below will be reduced to a level reasonably commensurate with the reduction in service level. No payment reduction shall be implemented if the reduction is not material or if the reduction in service is of a temporary duration and related to a declared state of emergency, weather event or condition or the result of a force majeure.

4. CWF Payment for Historic Area Service. During the Term CWF shall pay WATA for providing the Historic Area Service as follows:

Year 1           \$850,000 payable in two equal installments of \$425,000 on April 1 and July 1 of such service year;

Year 2           \$700,000 payable in two equal installments of \$350,000 on January 1 and July 1 of such service year;

Year 3           \$550,000 payable in two equal installments of \$275,000 on January 1 and July 1 of such service year;

Year 4           \$400,000 payable in two equal installments of \$200,000 on January 1 and July 1 of such service year;

Year 5           \$250,000 payable in two equal installments of \$125,000 on January 1 and July 1 of such service year;

Year 6            \$100,000 payable in two equal installments of \$50,000 on January 1 and July 1 of such service year;

Year 7            \$0

If a payment date falls on a non-business day, payment shall be due on the immediately following business day.

5.     Bus Lease. All bus leases between CWF and WATA, including the Amended and Restated Lease and Purchase Option Agreement, with a Commencement Date of March 29, 2018 as amended, including by a First Amendment - Amended and Restated Lease and Purchase Option Agreement, a Second Amendment – Amended and Restated Lease and Purchase Option Agreement and a Third Amendment – Amended and Restated Lease and Purchase Option Agreement (the “Bus Lease”) shall be terminated as of the Effective Date and all buses returned to WATA by CWF. The Parties acknowledge that those buses listed on Exhibit B attached are out of service and/or at the end of their useful life and those buses will be returned to WATA in their current condition. Other buses (and in any event no less than four) are to be returned in good working order, normal wear and tear excepted and WATA will have one week to inspect such buses and identify any issues to be remedied by CWF.

6.     Property Lease. The Lease Agreement between WATA and CWF dated October \_\_\_\_, 2020 (the “Property Lease”) will terminate as of the Effective Date. The CNG Facilities (as defined in the Property Lease) shall be in good working order and condition, ordinary wear and tear excepted as of the Effective Date.

7.     Subsidy Requests Pre-Amendment and Restatement. CWF shall submit any federal or state reimbursements requests for the 2022 calendar year to WATA by no later than May 15, 2023. CWF shall supply WATA with all necessary documentation and information to support any reimbursement claims with the Commonwealth of Virginia or the Federal Transit Administration. A failure by CWF to submit its request(s) by the May 15, 2023 deadline or to promptly provide any requested documentation or information shall result in a forfeiture of any federal or state reimbursement for the 2023 calendar year.

8.     CWF Drivers Hiring - Contingency. WATA will interview all current CWF bus drivers and use its good faith best efforts to hire such personnel as drivers pursuant to its personnel policies. CWF will assist WATA in scheduling interviews and facilitating meetings with the CWF bus driver to address hiring and transition matters. CWF bus drivers have been notified of the possible service transition and otherwise CWF and WATA will jointly decide when and how to disclose the service transition contemplated by this Agreement. Subject to WATA hiring six (6) CWF drivers or at least a net increase of six (6) new drivers from its current driver pool level, including any number of CWF drivers less than six, WATA shall not be required to commence the Historic Area Service. CWF shall not be required to begin payments under Section 4 until WATA is able to commence the Historic Area Service..

9.     Cooperative Service Agreement. As of the Effective Date, CWF resigns as a voting member of WATA’s Board of Directors and shall cooperate with WATA in memorializing such

change and will execute all reasonably requested agreements or documents to record this change in status, including, without limitation, an amendment to the Cooperative Service Agreement dated August 28, 2008 by and among WATA, CWF, the Counties of York and James City and the City of Williamsburg.

10. Funding Cooperation. CWF and WATA will use their good faith best efforts to partner and coordinate funding from public and private sources to procure and place into operation zero-emission electric buses and to install necessary infrastructure for charging electric buses, both on route and at the WATA maintenance facility (the “Electric Bus Funding”). In addition to the Electric Bus Funding, CWF and WATA will use their good faith best efforts to obtain funding from public and private sources, through sponsorships or similar means, to help offset the cost of operating the Historic Area Service (the “Operations Funding”). Specifically, CWF will join, as appropriate, in funding, RFP, grant and other similar requests with WATA and shall support WATA applications for both Operations and Electric Bus Funding. CWF will make senior management personnel reasonably available to WATA to discuss and review funding prospects and address compliance with associated requirements for such prospects.

11. Miscellaneous.

(a) Binding Agreement. This Agreement is binding on and enforceable by and against the Parties, their successors, legal representatives, and assigns.

(b) Entire Agreement. This Agreement, including all documents referred to and incorporated herein, constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and there are no representations, understandings, or agreements relating to this Agreement that are not fully expressed herein. Except as otherwise provided herein, no change, waiver, or discharge hereof shall be valid unless in writing and signed by an authorized representative of the Party against which such change, waiver, or discharge is sought to be enforced. No course of prior dealings, no usage of the trade and no course of performance shall act to cancel, change, modify, supplement, or explain the specific provisions of this Agreement.

(c) Amendment of Agreement. This Agreement may be amended only in a writing signed by both Parties.

(d) No Rights in Third Parties. This Agreement is not intended to, nor will it be construed to, create any rights in any third parties, including without limitation, in any person employed or engaged by the Parties in connection with this Agreement.

(e) Governing Law, Jurisdiction, Venue. This Agreement shall be governed by and construed according to the laws of the Commonwealth of Virginia without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Virginia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the Commonwealth of Virginia. The Parties each irrevocably and unconditionally submit to the exclusive jurisdiction of a court whose jurisdiction includes the City of Williamsburg and/or James City County, Virginia as well as to the jurisdiction of all courts from which an appeal may be taken from any such courts, for the purposes of any suit, action or other

proceeding arising out of, or with respect to this Agreement and expressly and irrevocably waive any and all objections they may have as to venue or inconvenient forum in any of such courts.

(f) Severability. No part of this Agreement shall be affected if any other part of it is held invalid or unenforceable.

(g) Notices. All notices required or permitted to be given under this Agreement must be given in writing, and shall be deemed given when personally delivered or, if earlier, when received after mailing by U.S. registered or certified mail, postage prepaid, with return receipt requested to such Party's primary place of business.

(h) Waiver. Any party's failure to insist on compliance or enforcement of any provision of this Agreement shall not affect its validity or enforceability or constitute a waiver of future enforcement of that provision or of any other provision of this Agreement.

(i) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(j) WAIVER OF JURY TRIAL. **To the fullest extent possible, each Party waives in full the right to a trial by jury in regard to any disputes, claims, causes of action, obligations, damages, complaints, litigation or any matter whatsoever and of any type or nature, whether in contract, tort or otherwise, which it may have now or in the future may have relating to this Agreement or any matter relating to this Agreement. By execution of this Agreement, each Party represents and warrants individually that is represented by competent counsel who has fully and completely advised such Party of the meaning and ramifications of the right of such Party to a trial by jury or that such Party had the full and complete opportunity to consult such counsel and chose not to do so, and, therefore, such Party freely and voluntarily waives such right to trial by jury.**

WITNESS, the following signatures and seals:

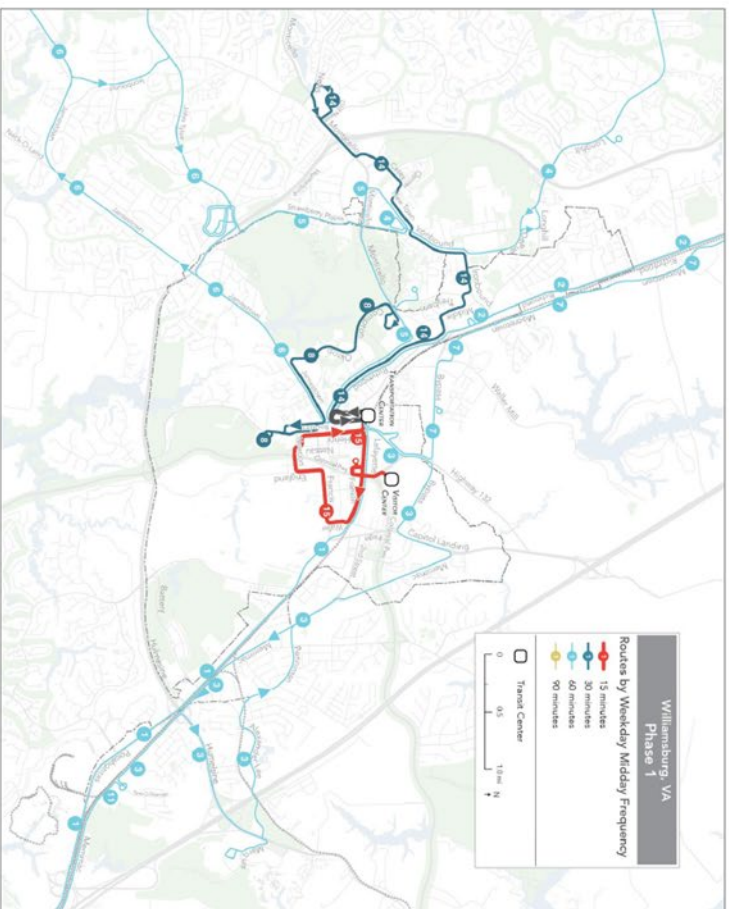
**WILLIAMSBURG AREA TRANSIT AUTHORITY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COLONIAL WILLIAMSBURG FOUNDATION**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

# Historic Area Service



- Route "15" will service the historic core of Colonial Williamsburg and connect to the CWF Transportation Center and will be the "Historic Area Service".