

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 18TH DAY OF NOVEMBER NINETEEN HUNDRED EIGHTY-FIVE AT 5:11 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

**A. ROLL CALL**

William F. Brown, Chairman  
 Perry M. DePue, Vice-Chairman  
 Thomas D. Mahone  
 Jack D. Edwards  
 Stewart U. Taylor

James B. Oliver, Jr., Secretary  
 John E. McDonald, Treasurer  
 Frank M. Morton, III, County Attorney  
 Sanford B. Wanner, Business Manager

**B. MINUTES - November 4, 1985 - Regular Meeting  
 November 4, 1985 - Work Session**

Mr. DePue made a motion to approve both sets of minutes as presented.

The motion passed by a unanimous voice vote.

**C. BOARD CONSIDERATIONS**

**1. FY 1985 Audit Report**

Mr. John McDonald gave a brief statement as to the purpose and content of the six sections of the FY 1985 Audit Report. Mr. McDonald pointed out that for the first time, the County has met the requirements for the Busch indebtedness. Mr. McDonald encouraged the Board to adopt the two resolutions.

Mr. DePue stated he was concerned with the statistics under Operating Income (Loss).

Mr. McDonald responded that the County was also concerned with this item because the fees are not covering services.

Mr. DePue made a motion to adopt both resolutions.

The motion passed by a unanimous voice vote.

R E S O L U T I O NAppropriation of Unallocated Funds

WHEREAS, as of July 1, 1985 the James City Service Authority had \$293,597 in unobligated funds.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority hereby appropriates \$293,597 in unobligated year-end funds to the Capital Contingency Account.

R E S O L U T I O NRepayment of Advance

WHEREAS, the Board of Directors of the James City Service Authority has been requested to repay \$118,999 due and owed to James City County to assist in the financing of the County-City Recreation Center.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the James City Service Authority hereby authorizes the payment, in full, of this advance from funds set aside in the JCSA Capital Contingency Account.

2. Mirror Lakes Water Extension

Mr. Mahone questioned what the rationale was for having the water main extended to Rochambeau Drive.

Mr. Frank Morton responded the owner desires a fire hydrant to be located in the center of the development.

Mr. Taylor made a motion to approve the resolution.

The motion passed by a unanimous voice vote.

R E S O L U T I O N

Agreement for Extension of 12-inch Water Main  
Mirror Lakes Subdivision and Maxton Tract

WHEREAS, James City Service Authority and the Nice Brothers, Inc., of Mirror Lakes Subdivision, have reached an agreement regarding certain property in James City County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of James City Service Authority authorizes and directs the Chairman and Secretary to the Board of Directors to execute a certain agreement entitled "Agreement/ Nice Brothers/ James City Service Authority/Water/ Mirror Lakes Subdivision and the Maxton Tract", dated November 7, 1985, which agreement makes provisions for the extension of public water to the Mirror Lakes Subdivision and Maxton Tract.

BE IT FURTHER RESOLVED, that the Board of Directors hereby appropriates the sum of \$35,184 from Utility Contingency to be used as set forth in the agreement.

**D. BOARD REQUESTS AND DIRECTIVES**


Mr. Sanford Wanner requested the two Sanitary District No. 1 Board members meet in the morning on November 26, 1985 with York County representatives of the Joint Sanitary to discuss and accept a contract bid for dismantling the old sewage treatment plant.

Mr. Mahone and Mr. Brown requested staff change the meeting time to 2:00 p.m. on November 26th or change the date to November 27th.

Mr. Taylor made a motion to recess until 5:00 p.m. on December 2, 1985.

The motion passed by a unanimous voice vote.

The Service Authority recessed at 5:30 p.m.

  
James B. Oliver, Jr.  
Secretary to the Board

AGREEMENT

NICE BROTHERS/JAMES CITY SERVICE AUTHORITY/WATER

MIRROR LAKES SUBDIVISION AND THE MAXTON TRACT

WHEREAS, NICE BROTHERS, INC. (Nice) and the JAMES CITY SERVICE AUTHORITY (Authority) are desirous of reaching agreement on the provision of Authority water to certain parcels of land located on Rose Lane and Croaker Road containing approximately 468 Acres and referred to as Mirror Lakes and the Maxton Tract, which parcels are generally located in the area of Norge (on tax map parcels (13-4)(1-17) and (13-4)(1-13)), and

WHEREAS, the Authority water line is currently located at the intersection of Richmond Road and Croaker Road, and

WHEREAS, Nice's water needs for Mirror Lakes and the Maxton Tract would be met by the installation of a twelve-inch water transmission main from its current location on Richmond Road, and

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the mutual promises hereinafter made and the payment of the sum of TEN DOLLARS (\$10.00) from Nice to Authority, the Authority and Nice agree to pay for and to build or have built a 12-inch water transmission main from Richmond Road to serve Mirror Lakes and the Maxton Tract, said main to be extended from its current location on Richmond Road along Croaker Road in a northerly direction to Rochambeau Drive.

In consideration of the above, the parties agree as follows:

- 1. JAMES CITY SERVICE AUTHORITY hereby agrees to accomplish the following:
  - a. To obtain all necessary documents, approvals and permits from the State Health Department, the Virginia Department of Highways and Transportation, the CSX

Railroad, and such other agencies or regulatory bodies as may be required, including easements, if necessary, from any private landowners.

b. After obtaining approvals of the regulatory agencies, proper advertising, receipts of bids and acquisition of all required and necessary rights-of-way,

i. award the contract for construction of the 12-inch transmission main;

ii. provide supervision and inspection of construction;

iii. Process all refunds for the off-site extension of the water main Nice shall be entitled to under terms and conditions set forth in Section 28 of Regulations Governing Utility Service, except to the extent modified herein. For the purpose of refunds the property to be served shall be deemed to be within the primary service area.

2. NICE BROTHERS, INC. agrees as follows:

a. To prepare and submit to Authority plans and specifications acceptable to the Authority for construction and installation of the 12-inch water main.

b. To pay all construction costs for approximately 4,800 feet of 12-inch water transmission main from the Authority 16-inch main currently in Richmond Road, less \$35,184 representing the Authority contribution for upsizing the water transmission main from an 8-inch to a 12-inch diameter. In addition, Nice agrees to provide a letter of credit, in a form approved by the

County Attorney, in the amount of the construction contract plus ten percent (10%) for contingency prior to the award of the said contract.

Nice shall pay the Contractor as draws are submitted.

- c. Nice shall satisfactorily complete all engineering, design, working drawings and specifications by February 28, 1986, and shall provide construction performance assurance as set forth in 2b above within 10 working days following notification by Authority that construction bids have been received by Authority or this agreement shall expire and all obligations set forth herein shall be null and void.