

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE THIRTEENTH DAY OF OCTOBER, NINETEEN HUNDRED EIGHTY-ONE AT 6:30 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

Jack D. Edwards, Chairman, Berkeley District  
 Abram Frink, Jr., Vice-Chairman, Roberts District  
 Gilbert A. Bartlett, Jamestown District  
 Perry M. DePue, Powhatan District  
 Stewart U. Taylor, Stonehouse District

James B. Oliver, Jr., County Administrator  
 John E. McDonald, Assistant to the County Administrator  
 Frank M. Morton, III, County Attorney

B. GENERAL DISCUSSION OF ITEMS OF INTEREST WITH SENATOR WILLIAM FEARS

Prior to their regularly scheduled Board meeting, the Board members met with Senator Fears to discuss different matters. The Board recessed at 7:20 P.M. and reconvened to public session at 7:30 P.M.

C. MINUTES

Mr. Bartlett moved to approve the Minutes of the regularly scheduled meeting of September 28, 1981 as submitted. The motion carried by a unanimous roll call vote.

D. PRESENTATION - Dr. John Allen, Superintendent of Williamsburg-James City County Schools

Dr. John Allen, Superintendent of the Williamsburg-James City County Schools, briefed the Board on a few matters within the school system. He said that they are presently trying to achieve a 10% reduction in energy conservation at the schools by encouraging each school to do such things as close the windows and cut off lights. So far, he continued, the schools were on target although it was too early to get optimistic. He went on to say that as an incentive to the school administrators they offer the school which reaches target a 75% savings for instructional supplies in the school. Dr. Allen said that Norge Elementary School had tied into a computer monitoring system through Honeywell, whereby the heating is controlled. He added that Lafayette will tie into the system next. He reported that when he attained the job as superintendent, he was disturbed to find that as many as 60 students were expelled during the school year for behavioral problems. Dr. Allen said that he was concerned about that approach, and as a result, the school system now has an Alternative Education Program through Eastern State Hospital. He said that a staff of three qualified persons counsel those children and their families.

In the area of food service, Dr. Allen stated that he found that for the last several years the food service program has been operating under a deficit. He said that several steps have been taken such as increasing the price of school lunches, reduction in labor force and competitive bidding for food purchases. He further stated that so far the Food Service Program was in the black or breaking even, however, participation was down. He said that the school system received \$400,000 from the federal government last year and in the new federal arrangement the Title I Program will continue to be a separate category, one-half being included in block grants. Dr. Allen said that he was led to believe that the block grant arrangement may affect the schools by decreasing Federal funds by \$50,000, however, there was no great precision on the matter. In conclusion, Dr. Allen reported that the enrollment figure was 4,787 which was more than anticipated. He said that within the next few years the enrollment is expected to increase. He stated that

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he would be glad to answer any questions. He noted that Mr. Paul Ogg, Supervisor of Maintenance and Transportation was also in attendance.

Mr. Taylor asked the enrollment ratio between the City and the County.

Dr. Allen answered that there were 500 students enrolled from the City of Williamsburg.

There being no other questions, Mr. Edwards thanked Dr. Allen for his report.

E. PUBLIC HEARING

1. Case No. SUP-8-81 - Consideration of an application of Mr. Alvin P. Anderson, on behalf of Continental Cablevision of James City County, Inc. for a Special Use Permit to allow the development of a cable television center to include a television station, transmission relay station and communications tower of up to 150 feet in height.

Mr. William C. Porter, Jr., Director of Planning, presented this matter to the Board explaining that on behalf of Continental Cablevision of James City County, Mr. Alvin Anderson had applied for a Special Use Permit to allow the development of a cablevision center in the M-1, Limited Industrial District. He said that the center would include a television station, a transmission relay station and a communications tower of up to 150 feet in height. He said that the property was located in New Quarter Industrial and it was a two acre parcel which included the former offices of Philip O. Richardson Construction Company. He said that Mr. Richardson had submitted a letter agreeing to the permit request on his property. Mr. Porter went on to say that adjacent properties included the VEPCO Office, the C&P Telephone Company's Maintenance Center and the WBCI Radio Station. He stated that each had reviewed the tower and found no problems with interference.

Mr. Porter noted that the only residences involved were in the Indigo Terrace Subdivision. He said that no public water or sewer was available, but they had planned to use the existing well of the former construction building so the visual impact would be reduced. He further stated that to convert the office to a TV station a site plan was required and had been filed, however, they didn't meet until October 14, 1981. Mr. Porter said that the case had been reviewed by the Planning Commission at their September 22, 1981 meeting and the Commission voted to recommend approval. He highlighted the following conditions:

- "a. Only one communication tower may be erected on the property. The tower shall not exceed 150 feet in height and shall be at least 425 feet from the right-of-way of Ironbound Road (Route 615) and at least 125 feet from the right-of-way of New Quarter Drive. No guide wire supporting the tower shall be closer than 10 feet to any property line.
- b. Continental Cablevision of James City County, Inc. shall be liable to eliminate any interference on nearby properties to television, radio, microwave or other signals caused by the erection or use of the cable television center and tower.
- c. Access to the New Quarter Drive from Parcel "A" shall be by an entrance constructed to at least the minimum standards of a commercial entrance as established by the Virginia Department of Highways and Transportation."

Mr. Porter asked if there were any questions. There weren't any.

Mr. Edwards opened the public hearing.

Mr. Alvin Anderson commented that he would be glad to answer any questions. He noted that Mr. Rick Turnamian representing Continental was present also.

There were no other speakers, therefore, Mr. Edwards closed the public hearing.

Mr. Bartlett spoke as the Board's representative on the Planning Commission stating that the condition regarding the entrance to be constructed was a concern of the Planning Commission. He stated that the Planning Commission felt that the entrance should be built to State Highway Department standards.

Mr. Edwards asked if the conditions were acceptable to the applicant.

Mr. Anderson answered yes.

Mr. Taylor moved to approve the issuance of the Special Use Permit. The motion carried by a unanimous roll call vote.

At this point, Mr. Edwards commented that if there were no objections he would like to discuss item J-3, the Bicentennial Transport matter since Dr. Allen and Mr. Ogg were present to answer any questions. There were no objections to his request.

J-3 Board Consideration - Bicentennial Transport

Mr. John E. McDonald, Assistant to the County Administrator, presented this matter to the Board stating that two weeks ago the schools were approached to release as many buses as possible to provide transportation from Williamsburg to the Yorktown Victory Center. He said that an agreement was put together to allow the buses to be available, however, under State law the school system can lease buses only to a government body so they recommended that James City County act as a conduit between the school and Celebrity Limousine Corporation. He commented that Celebrity has been given a franchise in Williamsburg, James City County and York County. Mr. McDonald said that Celebrity proposed to lease the buses for a four-day period beginning at 6:00 P.M. on Friday, October 16, through Monday, October 19, at 8:00 P.M. He further stated that the resolution asked the Board to authorize the Chairman and Clerk to the Board to execute the two agreements; one between the County and Celebrity and the other between the School System and the County.

In conclusion, Mr. McDonald explained that in the agreement with Celebrity there were three amendments: Celebrity would make payment to James City County within five days rather than fifteen days; the requirement for a performance bond was eliminated; and Celebrity would not be responsible for traffic control in the parking lots. He asked the Board members if they had any questions.

Mr. Taylor asked if the County was responsible to the school system for a certain amount of money.

Mr. McDonald said that the County would pay the schools whether or not Celebrity paid the County.

Mr. Taylor asked what the cost would be.

Mr. McDonald answered that based on \$1.25 per mile the total cost was approximately \$20,000 that the school system would earn.

Mr. DePue asked why the performance bond was eliminated.

Mr. Morton commented that as he interpreted the situation, Mr. White stated he didn't have time to make arrangements.

Mr. Bartlett asked if a Letter of Credit could be substituted for the performance bond.

Mr. Morton commented that language was inserted in the agreement which gave them flexibility in that area.

Mr. McDonald said that Mr. Bob White, Vice-President of Celebrity indicated that he would prefer not to incorporate the performance bond into the agreement. He said that it was his understanding of the matter that Celebrity had reached the same agreement with other jurisdictions

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such as Virginia Beach and Gloucester. Mr. McDonald concluded that Mr. White informed him that a thorough credit check had been done before the franchise was awarded to Celebrity and it was confirmed by Mr. Hodge. He said that the working atmosphere was almost a crisis and it was very difficult to locate persons to discuss the situation.

Mr. Bartlett said that he hoped the affair did not resemble the terrible traffic conditions that resulted at the winter Olympics in Lake Placid.

Mr. McDonald replied that he had been told that the Governor had said he would not be embarrassed and he would be prepared to call the National Guard. Mr. McDonald recommended that the Board endorse the resolution in the spirit of the Yorktown Bicentennial.

Mr. DePue asked if the principles of the Celebrity Limousine Corporation were known.

Mr. McDonald responded that they were not a local company but had established a local office within the last six months.

Mr. Bartlett asked if a representative of Celebrity was present.

Mr. McDonald answered no, but he and Ms. Burcham had had a 5:00 P.M. meeting with Mr. White.

Mr. Frink asked who would service the buses if they are used from Friday evening through Monday evening.

Mr. McDonald replied that in the agreement it stated that the buses were to be returned as soon as possible, no later than 8:00 P.M. Monday night. He said that Mr. Ogg had assured him that there would be enough time.

Mr. Frink asked how many buses would be involved.

Mr. McDonald answered that 35 or 40 buses would be involved.

Mr. Frink asked Mr. Ogg if there were enough time to service the buses for school the following morning.

Mr. Ogg answered that he felt there would be enough time for the buses to be cleaned.

Mr. DePue asked if the regular school bus drivers would be driving the buses.

Mr. Ogg answered that the school system's bus drivers would do the driving and would be paid according to the terms of the agreement.

Mr. Edwards asked if \$1.25 was a standard charge, and if so, was it enough to cover the school system's cost.

Mr. Ogg answered that the \$1.25 was a standard charge and it had been included in the financial structure of the situation.

Mr. Edwards asked if the drivers had to be paid whether or not the buses were used.

Mr. Ogg answered that that was correct.

Mr. Bartlett said that he was concerned about the control of buses if breakdowns occur.

Mr. Ogg replied that the buses would go on a set route, and four vehicles would be monitoring that route.

Mr. Bartlett asked if they would be the school system's four vehicles.

Mr. Ogg answered yes.

Mr. Taylor asked if the insurance company was agreeable to this.

Mr. Ogg answered that the insurance was provided under the indemnification agreement with the City of Williamsburg.

Mr. Morton commented that the County had been added.

Mr. Bartlett asked if the Board were fighting something that was going to occur regardless of the Board's concerns.

Mr. Ogg replied that there appeared to be a certain amount of anxiety to insure that all tracks are covered, but the role in which the school was to play only surfaced about two weeks ago.

Mr. Bartlett moved to approve the resolution.

Mr. Frink asked what schools in the County would be used for parking.

Mr. Ogg said that Lafayette High School and James Blair's parking lots would be used.

Mr. Frink asked if there would be a fee for people to park.

Mr. Ogg answered no.

Mr. DePue commented that he had real problems with the insurance aspects because he's not sure the County can be relieved of all liabilities; he said it should be checked out.

Mr. McDonald replied that if the Board approves the resolution it would declare this matter to be a legitimate public service.

Mr. DePue said that if the Board did declare this to be a legitimate exercise of the County, it couldn't be absolved from the liabilities that could occur. He said that he was very skeptical about a corporation that is formed so quickly and he feels a Letter of Credit or something else should be worked out. He said that he would vote against the resolution.

Mr. McDonald stated that he did not mean to imply that Celebrity was a new organization. He said that they have been in business for twenty years in Virginia Beach and Norfolk, and are newly involved in this area.

Mr. DePue asked if their assets were known.

Mr. McDonald replied that their assets were not known; only their credit history.

A brief discussion followed concerning whether or not the agreement should be amended to include a Letter of Credit or should a special meeting be held to consider the matter.

Mr. McDonald stated that he would not predict Mr. White's feelings but he would be inclined to think that Mr. White would not like the matter delayed beyond tonight due to the nearness of the Bicentennial.

Mr. Edwards commented that if Celebrity yielded to each jurisdiction's requirements it would hamper their efforts if each jurisdiction wanted something different. He said that he would be very reluctant to vote against it at this point.

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Mr. Taylor said that he didn't see how the County could not approve a situation with such magnitude; he said it would be worse not to participate in spite of the insurance issue.

Mr. DePue asked what would be done about mechanical failures.

Mr. Ogg answered that any mechanical failures would belong to the school system and would be incorporated into their overhead.

A brief discussion ensued concerning the insurance issue. It was decided that a special meeting would not be held, therefore, Mr. Edwards asked for the vote. The motion carried by a 4-0 roll call vote with Mr. DePue abstaining.

## R E S O L U T I O N

### BICENTENNIAL TRANSPORTATION

WHEREAS, the Board of Supervisors of James City County has been requested to participate in the celebration of the Bicentennial of the victory at Yorktown in October of 1781 and, in cooperation with the Virginia Independence Bicentennial Commission and in order to assist in the transportation of members of the public attending ceremonies and other aspects of the celebration, wishes to obtain from the Board school buses to transport the public; and

WHEREAS, the County finds it in the public interest to cooperate in the furnishing of such transportation and that doing so will be for a public purpose.

NOW, THEREFORE, BE IT RESOLVED: that pursuant to the authority set forth in Section 22.1-182 of the Code of Virginia (1950), as amended, the Board of Supervisors of James City County hereby authorizes the Chairman and Clerk to execute on the Board's behalf an agreement with the Williamsburg-James City County School Board and an agreement with the Celebrity Limousine Corporation as attached and made part of this resolution.

THIS AGREEMENT, made this 8th day of October, 1981, by and between the WILLIAMSBURG-JAMES CITY COUNTY SCHOOL BOARD, VIRGINIA, hereinafter referred to as the "Board", and the COUNTY OF JAMES CITY, VIRGINIA, hereinafter referred to as the "County".

WHEREAS, the County has been requested to participate in the celebration of the Bicentennial of the victory at Yorktown in October of 1781 and, in cooperation with the Virginia Independence Bicentennial Commission and in order to assist in the transportation of members of the public attending ceremonies and other aspects of the celebration, wishes to obtain from the Board school buses to transport the public; and

WHEREAS, the County finds it in the public interest to cooperate in the furnishing of such transportation and that doing so will be for a public purpose.

NOW, THEREFORE, WITNESSETH: That pursuant to the authority set forth in Section 22.1-182 of the Code of Virginia (1950), as amended, and in consideration of the reimbursement provided in Paragraph 7 hereinafter, and for other good and valuable consideration, receipt of all of which is hereby acknowledged by the Board, the parties hereto do hereby agree as follows:

1. SCHOOL BUSES TO BE FURNISHED: That for and during the term hereinafter set forth, the Board shall furnish and make available to the County during the entirety of such term a total of buses equal to the number of available School Board employed drivers or such fewer number as the County may require from time to time during such term, all of such buses to be in good operating conditions. The Board shall retain responsibility for dispatching, road service and all maintenance or repair services.

2. TERM: This Agreement will be in effect for and during the period beginning at 12:01 A.M. on October 16, 1981 (if students are not in school, otherwise 6:00 P.M., October 16, 1981) and ending at 8:30 P.M. on October 19, 1981. All buses shall be returned before the end of the term to the bus garage.

3. CONCEALMENT OF SCHOOL BUS DESIGNATION: The flashing red lights shall not be used while any school bus is being operated by or on behalf of the County during the term, and the "school bus" inscription on the front and rear of the bus and any other identification as a school bus shall be completely covered with an opaque material to be provided and installed by the Board; provided, however, that this paragraph shall not apply to a bus while being used to transport handicapped persons.

4. PERMISSIBLE USES: The buses provided pursuant to this Agreement shall be used by the County solely for the transportation of passengers in connection with the Bicentennial celebration, and the rated passenger capacity of the buses shall not be exceeded. Standees shall not be permitted at any time. The County shall limit its authorized use of the school buses to within the boundaries of York County, James City County, Williamsburg, Patrick Henry Airport, Fort Eustis, and Lee Hall and points between them.

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5. ADDITIONAL INSURANCE COVERAGE AND INDEMNIFICATION: The Board shall maintain during the term of this Agreement insurance coverage sufficient to protect the Board, the County, and the City of Williamsburg as insureds from any and all liability for damage to property of third parties and injury or death of persons resulting from the use of any such school vehicle by the County. Such coverage in behalf of the County and the City of Williamsburg shall be obtained as an endorsement under the Board's regular policy or as a separate policy naming the County and the City of Williamsburg as additional insureds. Such coverage shall be in an amount reasonably adequate under the circumstances.

6. REIMBURSEMENT: County shall pay to the Board the sum of One Dollar and Twenty-Five Cents (\$1.25) per mile per bus and driver provided, however, that the County shall pay a minimum charge of Forty-Five (\$45.00) per day regardless of mileage for each bus which is operated at any time of such day. A mileage log shall be kept for each bus and the mileage at the beginning and end of each day of the term shall be recorded and signed or initialed by a duly authorized agent of the Board and of the County. Such amount paid in reimbursement shall be in payment for the salary of the bus drivers and the cost of gas, oil, maintenance, repairs, depreciation, the extra premium for additional insurance coverage, and any and all other items of cost to the Board in making such buses available and shall be deemed to constitute payment in full for the proportionate share of any and all costs, both fixed and variable, of such buses incurred by the Board attributable to the use of such buses pursuant to this Agreement.

7. SETTLEMENT: Settlement between the parties and payment by the County to the Board shall be made within thirty (30) days after expiration of the term of this Agreement.

8. OPERATION OF BUSES: It is recognized by the parties that the County will engage the services of a party or parties other than employees, agents or officers of the Board or the County, to use the buses in operating the transportation system for the Bicentennial celebration as an independent contractor. or in whatever capacity the County deems appropriate. Such use, however, will be subject to the existing Board management structures.

9. INDEMNITY: The County shall indemnify and hold harmless the School Board from any and all liability of the School Board by virtue of use of such buses.

10. GOVERNMENT INTERVENTION: In the event that any of the buses which are the subject of this Agreement are controlled or taken over by the State or Federal government or any branch, agency or department of either for use or operation in accordance with any State or Federal law or regulation or under color thereof, or any or all of such buses are, by intervening action of any stranger to this Agreement or by an circumstance beyond the control of either party hereto, rendered unavailable for service under the terms of this Agreement, then this Agreement shall be thereby voided or amended to the extent that such action shall render it impossible or equitably unjust for either party hereto to enforce this Agreement against the other.

THIS AGREEMENT, made this 13th day of October, 1981, by and between the COUNTY OF JAMES CITY, VIRGINIA, hereinafter referred to as the "County," and CELEBRITY LIMOUSINE CORPORATION, a Virginia corporation, hereinafter referred to as "Company."

WHEREAS, the County has been requested to participate in the celebration of the Bicentennial of the victory of Yorktown in October of 1781 and, in cooperation with the Virginia Independence Bicentennial Commission, and in order to assist in the transportation of members of the public attending ceremonies and other aspects of the celebration, has entered into a contract with the Williamsburg-James City County School Board in order to secure school buses for the purpose; and

WHEREAS, the Company has the expertise and experience necessary to operate a transportation system in connection with ceremonies and functions attended by large numbers of people and has agreed to operate the transportation system for the County.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the premises and the mutual obligations and undertakings herein assumed by each of the parties with respect to the other, the said parties do hereby agree as follows:

1. BUSES TO BE MADE AVAILABLE: The County shall furnish and make available to Company for and during the term hereinafter set forth, a total of buses equal to the number of available School Board employed bus drivers or such lesser number as shall at any time be made available to the County by the Williamsburg-James City County School Board; provided, however, that the County shall at all times

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during the term make available to the Company the full number of buses which are at that time available to it. A driver shall also be furnished with and for each bus, to the extent that such drivers are furnished to the County by the Williamsburg-James City County School Board.

2. TERM: The term for which this Agreement shall be effective shall begin at 12:01 A.M. on October 16, 1981 (if students are not in school, otherwise 6:00 P.M. October 16, 1981) and shall end at 8:30 P.M. on October 19, 1981, all buses shall be returned to the school bus garage before the end of the term.

3. CHARGE FOR USE OF BUSES: The Company shall pay to the County the sum of One Dollar and Twenty-Five Cents (\$1.25) per mile per bus and driver provided, however, that the Company shall pay a minimum charge of Forty-Five Dollars (\$45.00) per day for each bus which is operated at any time of such day regardless of mileage. A mileage log shall be kept for each bus and the mileage at the beginning and end of each day of the term shall be recorded and signed or initialed by a duly authorized agent of the Company and of the County. Such log shall be prepared in triplicate, with one copy for each of the parties hereto and one for the Williamsburg-James City County School Board. Settlement between the parties and payment by the Company to the County shall be made within five (5) days after the expiration of the term of this Agreement in the Office of the County Administrator of James City County.

4. GEOGRAPHICAL LIMITATIONS: The Company shall limit its use of the buses to within the boundaries of York County, James City County, Williamsburg, Patrick Henry Airport, Fort Eustis, and Lee Hall and points between them.

5. SERVICE PRIORITY, FREQUENCY AND FEE: Parking sites in James City County, to include Lafayette High School and James Blair School, are to be served by the Company at least on an hourly basis with a sufficient number of buses to transport all waiting passengers to the celebration area and return waiting persons to such sites. Such service to and from sites within the County shall have priority and shall be maintained despite demand for use of the buses outside of the City of Williamsburg and James City County. The Company shall provide radio (or equivalent) communication capabilities between each parking site and the Company's dispatcher(s) to insure provision of adequate buses at each parking site for transporting Williamsburg and James City County citizens to the celebration area. The Company shall maintain a radio-equipped vehicle in continuous service during all such times as buses are in transit or in demand. It is understood and agreed by the parties hereto

that the maximum fee to be charged a resident of James City County of the City of Williamsburg departing from James City County for round-trip transportation to and from Yorktown shall be no more than Five Dollars (\$5.00).

6. SIGNAGE AT LOADING AREAS: The Company shall provide, and shall properly display, signs on buses and signing at loading areas within the celebration area and to assist passengers in boarding the proper bus for any trip to or from the County.

7. PARKING SITE SUPERVISION: The Company shall provide at each parking site at least two (2) supervisors or other persons, who shall have charge of ticket sales and the loading and unloading of passengers.

8. CONTROL OF BUS OPERATION: The Company acknowledges receipt of a copy of the Agreement of even date, entered into between the County and the Williamsburg-James City County School Board by which the buses are being made available to the County for operation by the Company.

9. INDEPENDENT CONTRACTOR: The Company is and shall for all purposes be deemed an independent contractor with respect to the privileges and obligations provided by this Agreement and also with respect to the relationship between each of the parties hereto and persons who are not parties to this Agreement.

10. GOVERNMENT INTERVENTION: In the event that any of the buses which are the subject of this Agreement are controlled or taken over by the State or Federal government or any branch, agency or department of either for use or operation in accordance with any State or Federal law or regulation or under color thereof, or any or all of such buses are, by intervening action of any stranger to this Agreement or by any circumstance beyond the control of either party hereto, rendered unavailable for service under the terms of this Agreement, then this Agreement shall be thereby voided or amended to the extent that such action shall render it impossible or equitably unjust for either party hereto to enforce this Agreement against the other.

F. CHANGE IN NOVEMBER MEETING DATES

Mr. Oliver presented this matter to the Board explaining that the staff is requesting that the November Board meetings be rescheduled from the 2nd and 4th Mondays to the 3rd and 5th Mondays because of VACO and the need to meet advertising requirements for the tax ordinance.

Mr. Edwards commented that he is concerned about changing the meetings because most persons are so used to the 2nd and 4th Mondays.

Mr. Oliver said that he understood Mr. Edward's concern, but the meetings were changed to accommodate the Board's schedule.

There being no further discussion, Mr. Frink moved to approve the resolution. The motion carried by a unanimous roll call vote.

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RESOLUTION  
NOVEMBER BOARD MEETING DATES

WHEREAS, the Board of Supervisors of James City County's rescheduled meeting of October 13, 1981 does not allow sufficient time allotment for advertising requirements for public hearings on the regularly scheduled meeting of November 9, 1981 at 7:30 P.M., and

WHEREAS, the Virginia Association of Counties annual meeting is on the 9th and 10th of November 1981,

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors meetings in the month of November be shifted from the second and fourth Mondays to the third and fifth Mondays in November.

BE IT FURTHER RESOLVED that the Board of Supervisors will meet at 7:30 P.M. on November 16, 1981 and at 3:00 P.M. on November 30, 1981.

G. CONSENT CALENDAR

Mr. Edwards moved to approve all the items on the Consent Calendar. The motion carried unanimously and the following items were approved:

1a. Motor Vehicle Ordinance - Public Hearing Scheduled for November 16, 1981.

1b. Case No. SUP-6-80 - Beamer Brothers

The Board approved deferral of this case until November 16, 1981.

1c. Proposed Ordinance to exempt the sales of fuel for domestic consumption from the 1% local sales and use tax

This ordinance was scheduled for public hearing at the Board's November 16, 1981 meeting.

1d. Business, Professional and Occupational License Revision

This item was scheduled for a public hearing at the Board's November 16, 1981 meeting.

1e. Case No. SUP-6-81 - Mr. Robert Magoon and Case No. SUP-7-81, Mr. Philip Richardson

Both of these cases are scheduled for public hearing at the Board's November 16, 1981 meeting.

H. BOARD CONSIDERATIONS

1. Proposed Removal of Pilings from the James River in the Area of First Colony Subdivision

Mr. Frank M. Morton, III, County Attorney, presented this matter to the Board explaining that several weeks ago Mr. Bartlett approached him concerning a navigational hazard whereby boats have been damaged due to pilings in the James River. As a result, Mr. Morton stated that he has discussed the matter with the Virginia Marine Resources Commission in Newport News and has been advised that even though State law permits the Commission to remove the pilings, the General Assembly has not made funds available for such removals. As a solution to the problem, he asked the Board to adopt a resolution which requests the Virginia Marine Resources Commission to make funds available for the removal of the pilings.

Mr. Bartlett commented that the pilings are visible at low tide but are not visible at high tide. He said that there is danger to a person and their property. Mr. Bartlett moved to approve the resolution. The motion carried by a unanimous roll call vote.

R E S O L U T I O N

Removal of Pilings/First Colony

WHEREAS, it has come to the attention of the Board of Supervisors of James City County that a dangerous condition with respect to navigation exists in the James River off shore from that area known as First Colony, and

WHEREAS, a number of unmarked submerged pilings or other submerged hazards have resulted in numerous instances of damage to boats operated in this area, and

WHEREAS, these impediments to navigation continue to represent a threat to the safe operation of boats in this area, and

WHEREAS, the hazardous area is immediately adjacent to the First Colony recreational area which consists in part of a marina, and

WHEREAS, it is the desire of the Board of Supervisors that such pilings be removed so as to insure the safe operation of boats in this area.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia that:

1. The Virginia Marine Resources Commission is hereby requested to seek funds from the General Assembly and take whatever additional steps are necessary to accomplish the removal of any and all pilings or other impediments for safe boating operations in the area shown on the plat attached to this resolution.
2. If funding for removal is unavailable the Virginia Marine Resources Commission is urged to install proper warning signs to alert boaters of the existence of the submerged objects in the area designated on the plat attached hereto.
3. The following instances have occurred as a direct result of the existence of such submerged pilings:
  - a. May, 1965, Harry Sigatoos - cabin cruiser
  - b. May, 1968, Glenn Rada - 19 ft outboard motor
  - c. July 3, 1972, Ralph Gomry - 30 ft. cabin cruiser
  - d. July, 1978, Bob Hunt - sailboat
  - e. September 7, 1981, 3 boats hit pilings
  - f. Summer, 1981, transmission torn out - owner unknown

2. Quit Claim Deed, Toano Sewage Treatment Plant

Mr. Morton addressed the Board on this matter commenting that by a deed dated October 4, 1978, Mrs. Trittie W. Geddy conveyed a 25-foot wide parcel of land to the James City Service Authority for construction of the Lift Station No. 8 in the Toano Sewer Project. He said that the land is no longer needed because in 1979 the treatment plant was demolished and the Authority no longer needs access to it. He asked the Board to adopt a resolution for execution of the Quit Claim Deed.

Mr. Taylor moved to adopt the resolution. The motion carried by a 4-0 roll call vote with Mr. Bartlett abstaining due to a conflict of interest.

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JOINT RESOLUTIONExecution of Quit Claim Deed/  
Toano Sewage Treatment Plant

WHEREAS, by deed dated October 4, 1978, Mrs. Trittie W. Geddy conveyed to the James City Service Authority a parcel of property for the construction of Lift Station No. 8 in the Toano Sewer Project, and

WHEREAS, a 25-foot wide parcel of land adjacent to the lift station was acquired and is now no longer needed.

NOW, THEREFORE, BE IT RESOLVED that the Chairman and Clerk of the Board of Supervisors and the Chairman and Secretary to the Board of Directors are authorized to execute the attached deed conveying a 25-foot wide parcel no longer needed due to closing down of the old Toano Treatment Plant.

I. MATTERS OF SPECIAL PRIVILEGE

Mr. Edwards asked if anyone in the audience wished to address the Board. No one chose to speak.

J. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Oliver commented that after the meeting adjourned he would like the Board members to see a Fire Film.

K. BOARD REQUESTS AND DIRECTIVES

Mr. DePue asked the staff to prepare an assessment report to the Board on the potential impact of federal cutbacks in areas where the County is vulnerable.

Mr. Oliver noted Mr. DePue's request.

There being no further business, Mr. Taylor moved to adjourn. The motion carried by a unanimous roll call vote.

The meeting ADJOURNED at 8:50 P.M.

James B. Oliver, Jr.  
Clerk to the Board

AAJ937