

AT A SPECIAL MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE TWENTIETH DAY OF DECEMBER, NINETEEN HUNDRED EIGHTY-SIX, AT 9:05 A.M. IN THE HUMAN SERVICES CENTER MULTI-PURPOSE ROOM, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

William F. Brown, Chairman, Roberts District
 Stewart U. Taylor, Vice-Chairman, Stonehouse District
 Jack D. Edwards, Berkeley District
 Perry M. DePue, Powhatan District
 Thomas D. Mahone, Jamestown District

Darlene L. Burcham, Acting County Administrator
 Frank M. Morton, III, County Attorney

B. Mr. Morton indicated that there were items he wished the Board to consider before the work session. They related to a resolution that would allow the County to settle the suit against it by Mr. Ware and would authorize the payment of an additional \$5,401.34 to Mr. Ware to consummate the purchases. After brief discussion, the Board, on a motion by Mr. DePue, voted 5-0 to approve the two resolutions.

R E S O L U T I O N

PURCHASE OF PROPERTY FROM DAVID W. & MARTHA MILLNER WARE

WHEREAS, the Board of Supervisors of James City County, by Resolution adopted December 15, 1986, approved the purchase for sanitary landfill purposes of 31.5 acres from David W. and Martha Millner Ware for the sum of \$24,628.28; and

WHEREAS, the parcel as described in the Resolution of December 15, 1986 actually contained a total of 40.8 acres.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that it hereby appropriates the additional sum of \$5,401.34 from the Landfill Acquisition Account to cover the costs of the purchase.

R E S O L U T I O N

RELEASE AND SETTLEMENT AGREEMENT.

DAVID W. WARE v. JAMES CITY COUNTY, VIRGINIA, et al.

WHEREAS, David W. Ware (Ware) has filed suits in both the State and Federal Courts against the County of James City (County) and others; and

WHEREAS, it is the desire of Ware to resolve all outstanding claims against County pursuant to the terms of a Release and Settlement Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that it hereby authorizes and directs the Chairman to execute on behalf of James City County that certain Release and Settlement Agreement dated December 5, 1986, a copy of which is attached hereto and made a part hereof.

C. Ms. Burcham began the work session by presenting the goals of the work session:

1. Identify areas to be targeted for growth or reductions.
2. Select revenue options to be explored.

3. Define policy direction, if any, to be given to non-county organizations.
4. Identify areas that require additional study or emphasis.
5. Develop financial policy for operating and capital budgets.

The Board generally agreed to the goals for the session.

Mr. McDonald began a presentation and discussion of projected revenues for FY 1988. He explained that projected revenues were expected to increase over the current budget, primarily due to an expected 23% increase in real estate revenues. Approximately half, 12%, of the increase is expected to come from reassessments with the remaining portion of the increase attributed to growth. Mr. Brown suggested that while he had not considered it previously, he would be very tempted, with the reassessment increase, to look at a reduction in the tax rate. Mr. Edwards indicated that the Capital Improvements Program was so large, he would not recommend reducing the tax rate this year, only to raise it again in future years.

Mr. McDonald then presented the projected expenses for FY 88 - showing actual expected increases in Recreation Center and Debt Service, a 10% growth in other non-school categories with emphasis placed on technology and a 12% growth in the contribution to the Schools. With the projected revenues, these expenditures could be funded, as well as allocating \$1,000,000 in net General Fund revenues to Capital Projects. After some discussion, the Board agreed that the staff could use the proposed 6% pay increase package for planning purposes.

By consensus, the Board agreed to communicate to outside agencies, particularly the Schools, that 6% was an acceptable planning level for compensation increases. For the Schools, the Board agreed that three additional items needed to be communicated to the School Board:

1. Non-teacher salary increases should be limited to 6%.
2. New personnel should be limited to those necessary for enrollment growth.
3. The School Capital Improvements Programs should be prioritized.

On a motion by Mr. DePue, the Board voted 5-0 to ask the staff to present to the Board of Supervisors a proposal for categorical funding of the School Budget. Mr. Edwards suggested that while the report might be worthwhile, the best way to control school funding is at the bottom line. He indicated that the Board's position on the bottom line should be aggressive, perhaps with a contingency, under the Board's control, to be used to address unforeseen events.

With operating expenditures completed, Mr. McDonald then presented an overview of Capital Project revenues and requests for FY 1988.

After a review of the various capital project requests, the Board agreed to wait for the Planning Commission recommendation and the Budget Proposal. General guidance, by consensus, appeared to include the following:

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|------------------|--------------------------------------------------------------------------------------------------------------|
| Parks | Need to reduce, concentrate on improving existing facilities, programs and look very carefully at expansion. |
| Fire Pumper | Generally accepted. |
| Farmer's Market | No general consensus, the Board appeared to indicate that they needed to be convinced. |
| Visitor's Center | Needs closer look. |

Government Center	The Board agreed to consider construction of space by the JCSA at the Government Center for both County, including the Registrar, and Service Authority space needs.
Land Acquisition	Not a positive reaction for commercial/industrial development or for future County facilities.
Landfill Equipment	Generally acceptable.
Environmental Protection	Acceptable, but funding level may need to be reduced.
Sidewalks, Dirt Streets, Bike paths	Acceptable at funding levels lower than those requested.
Branch Library	Possibly acceptable as a lease, not as a construction project.
Emergency Shelter	Agreed to support private efforts.

A number of comments were made on capital projects. Mr. Brown suggested that last year's program be used as the guide, with additions scrutinized closely. He suggested the County may wish to consider lease-purchases as options and noted that the CIP does not include a major project of interest to the Board - the Courthouse.

Ms. Burcham then proceeded to review with the Board the staff's analysis of growth areas for FY 88.

1. Soil and Erosion Control - Generally accepted although there was some discussion as to why an increase in this area is necessary. A brief discussion indicated that the sheer volume of development projects had created the need.
2. Code Compliance - Generally accepted.
3. Economic Development - Some discussion that the current direction of the County program is not what was intended. Board indicated that a change might be necessary before additional resources are provided.
4. Planning - Generally acceptable. The Board agreed to consider, before the 1988 budget, a position to allow the Planning Department to review and revise the Subdivision Ordinance.
5. Environmental - The Board suggested that our General Assembly delegation be contacted regarding our concern for lack of State funding for additional sanitarian staff.
6. Management of the Development Function - The Board agreed to consider a management position request in the Development area.
7. Financial Administration - The Board was advised that the proposed budget would probably include requests for an auditor position for business licenses, sales tax, transient occupancy and business personal property tax returns and a real estate appraiser trainee position.
8. Housing - The Board indicated that public/private partnerships, volunteer organization efforts and grants have been successful in the past and should be promoted. Mr. Conyers suggested a \$70,000 contribution in FY 88 to the Community Action Agency to continue such efforts.
9. Volunteerism - Mr. Conyers offered a proposal to expand volunteer use County-wide with the addition of clerical support to a Social Service Volunteer Coordinator.

10. Technology - Generally acceptable, particularly as a means to enhance and improve service and productivity.
11. Outside Contributions - Each must be looked at independently, and considered positively if they are reasonable.

The Board, on a motion by Mr. Brown, voted 5-0 to go into Executive Session to consider a real estate matter. The Board went into Executive Session at 2:13 and reconvened at 2:17.

On a motion by Mr. Brown, the Board agreed on a 5-0 vote to allow the County Attorney to proceed with the acquisition of the Coles property adjacent to the Landfill for a sum not to exceed \$145,000 for 63± acres on or before December 31, 1986.

On a motion by Mr. Taylor, the Board adjourned on a 5-0 vote at 2:20 p.m.


Darlene L. Burcham
Clerk to the Board

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RELEASE AND SETTLEMENT

THIS AGREEMENT, made in 4 duplicate originals this 5th day of December 1986, between the County of James City and the Board of Supervisors of James City County (collectively referred to as the "County"); Anderson, Emmett & Franck, P.C., its predecessors in interest, and Alvin Powers Anderson (collectively referred to as "Anderson"); and David W. Ware ("Ware"):

WHEREAS, Ware has filed an action in the United States District Court for the Eastern District of Virginia against the County that is styled David W. Ware v. James City County, Virginia, et al., Case No. 86-91-NN, (the "Federal case"); and

WHEREAS, the District Court in the Federal case entered Judgment in favor of the County; and

WHEREAS, Ware appealed the decision of the District Court and the appeal is still pending in the United States Court of Appeals for the Fourth Circuit, Case No. 86-2139; and

WHEREAS, Ware filed an action in the Circuit Court of the City of Williamsburg and the County of James City, Virginia, against the County of James City and others, that is styled David W. Ware v. County of James City, et al., Law No. 4009 (the "State case"); and

WHEREAS, by Order of the Circuit Court of the City of Williamsburg and the County of James City, entered January 9, 1986, in Law No. 4009, Ware was determined to be the owner of part of a parcel of real estate purchased by the County; and

WHEREAS, the State case is still pending; and

WHEREAS, the parties herein are desirous of settling all issues between them raised in both the Federal and State cases.

NOW THEREFORE, pursuant to Virginia Code §8.01-35.1 and in consideration of the mutual promises herein contained and for such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree

as follows:

1. That Ware hereby agrees to sell and the County does hereby agree to purchase property owned by Ware consisting of 40.8 acres located in the County of James City as shown on the survey of Paul Small and recorded as part of the Judgment order in the Sate case (the "Property"). The purchase price for the Property shall be \$2,500.00 per acre.

2. That Ware shall convey the Property to the County by General Warranty deed with the usual covenants of title. Settlement and conveyance to take place prior to December 31, 1986.

3. That Anderson shall pay over to Ware the sum of \$5,200.00 plus accrued interest thereon which sum is presently held by Anderson in trust.

4. That Ware does hereby, for himself, his heirs, legal and personal representatives, successors, agents and assigns, release and forever discharge Anderson and the County, the Board of Supervisors thereof, their legal and personal representatives, successors, assigns, and employees; and Anderson and the County, the Board of Supervisors thereof, their legal and personal representatives, successors, assigns, and employees, does hereby release and discharge Ware, his legal and personal representatives, successors, assigns, and employees from any and all rights of action, causes of action or suits in law or equity, whatsoever, known or unknown, accrued or unaccrued, which each may have, upon or by reason of any mater arising from or related in any matter, to the Motion for Judgment filed in the case styled David W. Ware v. County of James City, et al., currently pending in the Circuit Court of the City of Williamsburg and the County of James City, Virginia, Law No. 4009, and the complaint styled David W. Ware v. James City County, Virginia, et al., currently pending in the United States Court of Appeals for the Fourth Circuit, Case No. 86-2139, which civil actions shall be dismissed as settled with prejudice to all parties hereto.

5. All parties to this Agreement understand and agree that the terms of this compromise and settlement of the Federal and State cases and the terms of this Release and Settlement Agreement are not to be construed as an admission of liability on the part of any party.

6. This Release and Settlement Agreement has been read by each party to this Agreement, or an officer of each party if so applicable, and they understand its contents, and are satisfied with the terms of the compromise and settlement of the State and Federal cases and the terms of this Release and Settlement Agreement, and the same shall be binding upon them, their respective heirs, personal representatives, successors, and assigns.

7. The parties to this Agreement agree that the laws of Virginia shall govern all questions relating to the construction or enforcement of this Release and Settlement Agreement, and any controversy as to the rights or obligations of the parties contained in this Settlement Agreement shall be resolved only by lawfully instituted proceedings in Virginia.

8. This agreement reflects the entire agreement by and between the parties to this Agreement and any statement, promise or inducement not contained herein shall not be valid or enforceable unless agreed to and signed by all of the parties.

WITNESS the following signatures and seals:

COUNTY OF JAMES CITY, VIRGINIA

By [Signature] (SEAL)

Its County Attorney

STATE OF VIRGINIA)
) To-wit
County/City of)

Personally appeared before me GENE C. GRIFFIN,

a Notary Public in and for the jurisdiction aforesaid,
FRANK M. MARTIN, III, COUNTY
CITY FOR JAMES CITY COUNTY, and acknowledged the above signature
this 18th day of DECEMBER, 1986.

[Signature]
Notary Public

My Commission Expires: JULY 25, 1988.

BOARD OF SUPERVISORS OF
JAMES CITY COUNTY, VIRGINIA

By [Signature]

Its Chairman

STATE OF VIRGINIA)

County/City of James City) To-wit

Personally appeared before me Mary Frances Rieger,
a Notary Public in and for the jurisdiction aforesaid,
William F. Brewx, Chairman
Board of Supervisors, and acknowledged the above signature
this 20th day of December, 1986.

Mary Frances Rieger
Notary Public

My Commission Expires: April 22, 1989

Alvin P. Anderson (SEAL)
ALVIN P. ANDERSON

STATE OF VIRGINIA)

County/City of) To-wit

Personally appeared before me, Gene C. Griffin,
a Notary Public in and for the jurisdiction aforesaid,
Alvin P. Anderson, and acknowledged the above signature
this 16th day of December, 1986.

Gene C. Griffin
Notary Public

My Commission Expires: July 25, 1988.

David W. Ware (SEAL)
DAVID W. WARE

STATE OF VIRGINIA)

County/City of) To-wit

Personally appeared before me, Gene C. Griffin,
a Notary Public in and for the jurisdiction aforesaid,
David W. Ware, and acknowledged the above signature this
16th day of December, 1986.

Gene C. Griffin
Notary Public

My Commission Expires: July 25, 1988.