

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 27TH DAY OF FEBRUARY, NINETEEN HUNDRED EIGHTY-NINE, AT 1:00 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

Thomas D. Mahone, Chairman, Jamestown District  
Stewart U. Taylor, Vice-Chairman, Stonehouse District

Jack D. Edwards, Berkeley District  
Perry M. DePue, Powhatan District  
Thomas K. Norment, Jr., Roberts District  
David B. Norman, County Administrator (Absent)  
Larry M. Foster, Assistant County Administrator  
Frank M. Morton, III, County Attorney

B. MINUTES - February 6, 1989

Mr. Mahone asked if there were corrections or additions to the minutes.

Mr. Mahone made a motion to approve the minutes as presented.

On a roll call, the vote was AYE: Norment, Taylor, Edwards, DePue, Mahone (5). NAY: (0).

Mr. Mahone recessed the Board for a James City County Transit Company Board of Directors meeting at 1:02 p.m., and reconvened the Board at 1:04 p.m.

C. PRESENTATION

1. Williamsburg Area Chamber of Commerce, Robert W. Hershberger, Executive Vice President, Convention and Visitors Bureau, John Roberts, Executive Director

Mr. Robert W. Hershberger, Executive Vice President, introduced Mr. Calvin A. Roseberry, III, President, who stated that the Chamber of Commerce shared the concerns of area growth.

Mr. Hershberger spoke of the Chamber's increased membership and he outlined details of its mission and accomplishments. Mr. John Roberts then spoke of the Convention and Visitors Bureau programs to attract visitors and conventions. He introduced Mr. Tom Austin, Chairman, Convention and Visitors Bureau Executive Committee.

Mr. Austin spoke of advertising which resulted in a significant increase in tourists during Fall 1988, and he requested Board consideration of an increase in budget funding.

## D. HIGHWAY MATTERS

Mr. Frank Hall, Resident Engineer for the Virginia Department of Transportation, reported construction on the Longhill Connector Road would begin around the first of April. The traffic signal and left-turn lane improvements at Route 60/Route 645 intersection would be installed this summer, and requested improvements at school construction sites on Route 614 and Route 615 would be completed by the school opening date.

Mr. Norment asked about the status of his request for a speed analysis on Route 60 in the Grove community.

Mr. Hall responded that a report should be forthcoming within a couple of weeks.

## E. PUBLIC HEARINGS

1. Case No. SUP-1-89. Charles and Sylvia Tyler

Mr. Allen Murphy, Principal Planner, stated that Mr. Charles Tyler had applied for a special use permit to allow the placement of a manufactured home on .99 acres, which he owns, at 2948 Chickahominy Road.

Staff recommended approval of the permit with conditions listed in the resolution.

Mr. Mahone opened the public hearing, and as no one wished to speak, he closed the public hearing.

Concerns regarding septic system performance were discussed.

Mr. Taylor made a motion to approve the special use permit.

Mr. DePue made a motion to delete Condition No. 5 from the resolution.

On a roll call, the vote was: AYE: Taylor, DePue (2). NAY: Norment, Edwards, Mahone (3).

On a roll call, on the original motion, the vote was AYE: Norment, Taylor, Edwards, DePue, Mahone (5). NAY: (0).

R E S O L U T I O NCASE NO. SUP-1-89. CHARLES AND SYLVIA TYLER

WHEREAS, it is understood that all conditions for the consideration of an application for a Special Use Permit have been met.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County that a Special Use Permit be granted for the placement of a manufactured home on property owned and developed by the applicant as described below and on the attached site location map.

Applicant: Mr. Charles H. Tyler

Real Estate Tax Map ID: (22-3)

Parcel No.: (1-16A)

Address: 2948 Chickahominy Road

District: Stonehouse

Zoning: A-1

- Conditions:
1. This permit shall be valid only for the manufactured home applied for. If the manufactured home is removed this permit shall become void and the replacement shall require a new permit from the Board of Supervisors. If the permit is not exercised within one year from the date of approval, it shall become void.
  2. The manufactured home shall be skirted and shall meet requirements of the Department of Housing and Urban Development Manufactured Home Construction and Safety Standards.
  3. The number of bedrooms shall not exceed four.
  4. Existing vegetation shall be maintained within 20 feet of all property lines except where clearing is required for utilities and necessary entrances.
  5. The dirt road from Chickahominy Road to the site shall be maintained with an all-weather surface consisting of rock, gravel, or stone with a minimum depth of 3 inches and a minimum width of 10 feet. The all-weather surface shall be installed from Chickahominy Road to the property prior to the occupancy of the manufactured home.
  6. Connection to public water shall be required.

F. CONSENT CALENDAR

Mr. Mahone asked if any Board member wished to remove any item from the Consent Calendar.

Mr. Mahone made a motion to approve the Consent Calendar.

On a roll call, the vote was AYE: Norment, Taylor, Edwards, DePue, Mahone (5). NAY: (0).

1. Transit Grant Application Section 18 - FY 90

R E S O L U T I O N

SECTION 18 GRANT APPLICATION - FY 90

WHEREAS, the Federal Government has made funds available to support transportation in nonurban areas; and

WHEREAS, the Board of Supervisors of James City County desires Federal funds to help support the James City County Transit Company.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that its Chairman and Clerk be authorized to sign the grant application entitled, "Application for Capital, Administrative and/or Operating Assistance for Public Transportation Systems in Nonurbanized Areas," and further authorizes the County Administrator to execute those agreements necessary to insure receipt of these grant funds.

R E S O L U T I O N

REQUEST FOR FEDERAL MATCHING FUNDS - FY 90

WHEREAS, the Federal Government has made funds available for public transportation; and

WHEREAS, the Board of Supervisors is desirous of securing said funds in support of the James City County Transit system's operations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the County Administrator is authorized by and on behalf of James City County to execute and file an application to the Virginia Department of Transportation, Commonwealth of Virginia, for a grant of Federal public transportation assistance authorized under Section 18 of the Surface Transportation Act of 1982 in the amount of \$145,257 to assist in the administrative, operating and capital costs of local public transportation services, to accept from the Virginia Department of Transportation grants in such amount as may be awarded, and to authorize the County Administrator to furnish to the Virginia Department of Transportation such documents and other information as may be required for processing the grant request.

The Board of Supervisors of James City County, Virginia, certifies that the funds shall be used in accordance with the requirements of Section 18 of the Surface Transportation Assistance Act and that James City County may be subject to audit by the Virginia Department of Transportation and by the State Auditor of Public Accounts.

R E S O L U T I O N

REQUEST FOR STATE MATCHING FUNDS FY 90

WHEREAS, the Commonwealth of Virginia has made matching funds available in support of public transportation; and

WHEREAS, the Board of Supervisors is desirous of securing said funds in support of the James City County Transit system's operations.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the County Administrator is authorized by and on behalf of the Board to execute and file an application to the Virginia Department of Transportation, Commonwealth of Virginia, for a grant of transportation special revenues authorized under budget item 644 of the 1982 Acts of the General Assembly, Chapter 648, Financial Assistance for Mass Transit, in the amount of \$29,461 to defray fifty percent (50%) of local matching share for administrative expenses, \$19,478 to defray eighty percent (80%) of the local match for ridesharing administrative expenses, and in the amount of \$58,889 to defray ninety-five percent (95%) of the costs borne by James City County for the purchase of fuels, lubricants, tires and maintenance parts of an approved Federal Grant; to accept from the Virginia Department of Transportation grants in such amount as may be awarded; and to authorize the County Administrator to furnish to the Virginia Department of Transportation such documents and other information as may be required for processing the grant request.

The Board of Supervisors of James City County, Virginia, certifies that the funds shall be used in accordance with the requirements of the UMTA Section 18 Program and the State Appropriations Act of 1982, and that James City County may be subject to audit by the Virginia Department of Transportation and by the State Auditor of Public Accounts.

R E S O L U T I O N

REQUEST FOR STATE MATCHING FUNDS - FY 90

EXPERIMENTAL MASS TRANSPORTATION PROGRAM

WHEREAS, the Commonwealth of Virginia has made matching funds available in support of mass transportation and ridesharing projects; and

WHEREAS, James City County is desirous of applying for State matching funds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, of James City County, Virginia, that the County Administrator is authorized for and on behalf of the Board, to execute and file an application to the Virginia Department of Transportation, Commonwealth of Virginia, for a grant of transportation special revenues, Chapter 800 Budget Item 644 of the 1988 Acts of the General Assembly, for an experimental mass transportation project; and to accept from the Virginia Department of Transportation grants in such amount as may be awarded; and to authorize the County Administrator to furnish to the Virginia Department of Transportation such documents and other information as may be required to processing the grant request.

The Board of Supervisors certifies that the funds shall be used in accordance with requirements of the Appropriation Act; that the records of receipts and expenditure of funds granted James City County as authorized in the acts of the General Assembly (Chapter 800 Appropriation Item 644 - Mass Transit Assistance: Special Programs) may be to audit by the Department of transportation and by the State Auditor of Public Accounts; and that funds granted to James City County for defraying up to 95% of the net cost of the mass transportation or ridesharing project of James City County shall be used only for such purposes as authorized in the Acts of the General Assembly. James City County guarantees that five percent (5%) of the net project costs will be provided from local funding sources.

James City County will evaluate the project and seriously consider continuing the service after State funding ends, provided it satisfies certain local needs.

The undersigned duty qualified and acting Chairman of the Board of Supervisors of James City County certifies that the foregoing is a true copy of a resolution, adopted at a legally convened meeting of the James City County Board of Supervisors, held on February 27, 1989.

2. Landfill Heavy Equipment Bid Contract

R E S O L U T I O N

LANDFILL BULLDOZER AND CRAWLER/LOADER CONTRACT

WHEREAS, funds are appropriated in the FY 89 Capital Improvements Project Budget to purchase a bulldozer and a crawler/loader to replace existing equipment at the landfill; and

WHEREAS, requests for bids were issued, responses evaluated and the lowest bids meeting the critical specifications determined; and

WHEREAS, it has been determined that the bid submitted by Carter Machinery Company, Inc., for a Caterpillar D6 and a Caterpillar 963 in the amount of \$272,816 meets the critical specifications and was the lowest responsible bid.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes and directs the County Administrator to enter into contracts with Carter Machinery Company, Inc., for the purchase of a Caterpillar D6 bulldozer for the sum of \$176,780 including trade-in; guaranteed maintenance, repair and buy-back; and for the purchase of a Caterpillar 963 crawler/loader for the sum of \$96,036 including trade-in; guaranteed maintenance, repair and buy-back.

3. Revision of Personnel Policies and Procedures Manual

R E S O L U T I O N

REVISION OF THE COUNTY PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, James City County has a Personnel Policies and Procedures Manual; and

WHEREAS, the Fair Labor Standards Act dictates regulations which affect said policies; and

WHEREAS, the Board of Supervisors deems that the Personnel Policies and Procedures Manual shall be in compliance with applicable provisions of the Fair Labor Standards Act.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of James City County, Virginia, adopts the attached revision of Section 5.2 of the Personnel Policies and Procedures Manual of James City County.

4. Community Action Agency - Housing Preservation Grant

R E S O L U T I O N

HOUSING PRESERVATION GRANT

WHEREAS, home rehabilitation for disadvantaged James City County citizens owning their own homes is a priority need; and

WHEREAS, existing resources in the community are unable to meet this need; and

WHEREAS, extensive home rehabilitation needed to ensure a minimum housing standard for the safety and health of families is especially critical in the County's Stonehouse and Powhatan Districts; and

WHEREAS, the Williamsburg-James City County Community Action Agency is recognized as a responsible service provider to disadvantaged County citizens, and has a demonstrated capacity to operate successfully a home improvement program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby supports the Community Action Agency's application to the Farmers Home Administration to rehabilitate homes in the Stonehouse and Powhatan Districts of James City County.

5. Thomas Nelson Community College

R E S O L U T I O N

THOMAS NELSON COMMUNITY COLLEGE

WHEREAS, site development costs for construction projects at Thomas Nelson Community College (TNCC) are financed by the several Peninsula jurisdictions served by TNCC, to include James City County; and

WHEREAS, County appropriations to provide funds for TNCC projects have been allowed to lapse when the State has failed to approve the projects; and

WHEREAS, these projects have now been approved, and we have been requested to submit the required funds.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the transfer of \$7,012 from Contingency to the account for TNCC, and authorizes a total payment of \$11,100 for the County's share of site development costs at the College.

6. St. George's Hundred - Fieldcrest Traffic Analysis and Implementation Schedule

R E S O L U T I O N

ST. GEORGE'S HUNDRED/FIELDCREST TRAFFIC ANALYSIS

AND IMPLEMENTATION SCHEDULE

WHEREAS, Land Development, Inc., has submitted a traffic analysis and implementation schedule for approval in accordance with proffers attached to Zoning Case No. Z-21-86, the rezoning of 362 acres belonging to, David Murray, approved by the Board of Supervisors on January 5, 1987.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve the traffic analysis entitled Saint George's Hundred Traffic Impact Study Prepared for Land Development, Inc., prepared by Langley and McDonald, dated July 1988, and amended on January 30, 1989.

BE IT FURTHER RESOLVED that the Board of Supervisors of James City County, Virginia, approves the implementation schedule shown on page 22 of the above-referenced analysis which identifies which improvements shall be in place prior to approval of the corresponding subdivision section of St. George's Hundred.

G. BOARD CONSIDERATIONS

1. Case No. Z-17-88. Greensprings Plantation, Inc.

Mr. Murphy stated that this case, an application from Mr. Robert Emmett on behalf of Greensprings Plantation, Inc., to rezone approximately 1,402 acres from A-1, General Agricultural, and A-2, Limited Agricultural, to R-4, Residential Planned Community, identified as Parcel (1-11) on James City County Real Estate Map No. (46-1), was postponed from the February 6, 1989, Board of Supervisors meeting.

Staff recommended approval of the application with proffers.

Mr. DePue made a motion to approve the resolution.

Mr. DePue responded to a citizen, Mr. Paul Hudgins, who cited a public benefit test at the public hearing on February 6, 1989, stating that the test was not a recognized zoning principle in Virginia zoning law according to the County Attorney's Office.

The Board voiced agreement that the plan was attractive and would benefit the community. They applauded the developers and the Planning staff for working together, and commended staff for doing an excellent job.

On a roll call, the vote was AYE: Norment, Taylor, Edwards, DePue, Mahone (5). NAY: (0).

R E S O L U T I O N

CASE NO. Z-17-88. GREENSPRINGS

WHEREAS, in accordance with Section 15.1-431 of the Code of Virginia, and Section 20-15 of the James City County Zoning Ordinance, a public hearing was advertised, adjoining property owners notified and a hearing scheduled on Zoning Case No. Z-17-88 for rezoning approximately 1,402 acres from A-1, General Agricultural and A-2, Limited Agricultural to R-4, Residential Planned Community, on property identified as Parcel (1-1) on James City County Real Estate Tax Map No. (46-1); and

WHEREAS, the Planning Commission following its public hearing on December 20, 1988, unanimously recommended approval of Case No. Z-17-88 with proffers.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve Zoning Case No. Z-17-88 as described herein and on the submitted master plan and further accepts the voluntary proffers.

2. Proposed Revision to School Contract

Mr. Frank Morton, III, County Attorney, stated that the amendment reflected the terms of the agreement reached by the County and the City negotiating teams and approval by the full governing bodies of the two localities.

Mr. Edwards made a motion to approve the resolution.

Mr. Taylor suggested that at some point in time the school system name should be changed to James City-Williamsburg.

The Board expressed its expectation of moving forward with a stronger partnership.

On a roll call, the vote was AYE: Norment, Taylor, Edwards, DePue, Mahone (5). NAY: (0).

R E S O L U T I O N

JOINT RESOLUTION TO AMEND THE RESTATED CONTRACT

FOR THE JOINT OPERATION OF

SCHOOLS, CITY OF WILLIAMSBURG AND COUNTY OF JAMES CITY

WHEREAS, the City of Williamsburg (City) and County of James City (County) and their respective School Boards operate a joint school system under the Amended and Restated Contract for the Joint Operation of Schools, City of Williamsburg and County of James City (the Contract) dated October 9, 1980, as amended; and

WHEREAS, the parties hereto are desirous of amending the Contract to provide for the method of payment for three new schools as recommended by the Williamsburg-James City County School Board.

NOW, THEREFORE, BE IT RESOLVED that the Resolution entitled Joint Resolution To Amend the Restricted Contract For the Joint Operation of Schools, City of Williamsburg and County of James City, dated October 9, 1980, shall be amended by this Resolution dated the 27th day of February 1989, of the Council of the City of Williamsburg, the Board of Supervisors of James City County, and their respective School Boards by adding the following language:

1. The costs of additional construction of the three new schools recommended by the Williamsburg-James City County School Board, being more specifically described as a high school and a middle school, both projected by the Williamsburg-James City County School Board to open in the Fall of 1992 and an elementary school projected to open in the Fall of 1993, shall be paid for in full by James City County; this obligation of the County shall include all construction costs such as land, architectural, engineering, legal, clerk of the works, and original furniture and equipment costs.
  2. The City agrees that it shall not be a participant in any of the deliberations and/or decisions relating to the three new schools, including, but not limited to, deliberations and/or decisions concerning site selection, architecture and construction.
  3. The County shall have 100 percent of the equity in these schools for purposes of determining ownership equities under the Contract, Section 2. Duration of this Agreement.
3. Allocation of Funds for Development of Affordable Housing Site - Chickahominy/Little Creek Target Area
  4. 1989 Community Development Block Grant Application

Mr. Anthony Conyers, Jr., Manager, Community Development, stated that in conjunction with the 1989 Community Development Block Grant Program, the County proposed a continuation of the housing rehabilitation program in the Chickahominy area, and development of additional units of affordable housing to help address housing problems in the area.

Board discussion followed regarding conditions of the application, the flow and use of funds, and the commendable County efforts in improving the availability of affordable housing.

Mr. DePue made a motion to approve the resolution.

On a roll call, the vote was AYE: Norment, Taylor, Edwards, DePue, Mahone (5). NAY: (0).

R E S O L U T I O N

CHICKAHOMINY/LITTLE CREEK SITE DEVELOPMENT

WHEREAS, James City County has determined there is a need for additional affordable home ownership opportunities in the County; and

WHEREAS, in conjunction with the 1989 Community Development Block Grant Project to be undertaken in the Chickahominy/Little Creek Road Area, the County will acquire and develop a housing site on which to locate

houses affordable to low and moderate income households, a portion of which will be available to persons dislocated by the CDBG home rehabilitation project; and

WHEREAS, the Grove Program Income Plan specifies that the funds from the sale of lots in Grove may be used for the acquisition and development of housing sites; and

NOW, THEREFORE, BE IT RESOLVED \$160,000 in funds from the sale of lots in the Grove Subdivision be appropriated to be used for the acquisition and development of a subdivision to be located in the Chickahominy/Little Creek Target Area.

Mr. Edwards made a motion to approve the resolution.

On a roll call, the vote was AYE: Norment, Taylor, Edwards, DePue, Mahone (5). NAY: (0).

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

### CHICKAHOMINY/LITTLE CREEK

#### COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

WHEREAS, financial assistance is available to units of local government through the Commonwealth of Virginia Community Development Block Grant Program (VCDBG); and

WHEREAS, in order to avail itself of such financial assistance it is necessary to file with the Virginia Department of Housing and Community Development an application for a Community Improvement Grant; and

WHEREAS, two public hearings have been held regarding this application, in compliance with VCDBG citizen participation requirements; and

WHEREAS, James City County wishes to apply for \$300,000 in VCDBG funds to be used in undertaking a housing rehabilitation project in the designated Chickahominy/Little Creek Dam Neighborhood; and

WHEREAS, \$50,000 in local funds are allocated to project and \$100,000 in State funds will be expended on this project; and

WHEREAS, the project is anticipated to benefit 32 low and moderate income households by providing standard housing through housing rehabilitation and replacement housing assistance and four low and moderate households by providing water and septic improvements.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the County Administrator is authorized to file an application, including all understandings and assurances contained therein, with the Virginia Department of Housing and Community Development and to provide such additional information as may be required by the Department.

5. Regional Arts Commission

Mr. John McDonald, Manager, Financial and Management Services, stated that permission was being requested to formally approach the Williamsburg Arts Commission and request its assistance in reviewing grant applications from local arts groups to the County and in recommending funding for those groups.

Discussion ensued on the financial obligation, timing of recommendations before budget work sessions, and appointment of James City County members.

Mr. Mahone made a motion to approve the resolution.

On a roll call, the vote was: AYE: Norment, Edwards, DePue, Mahone (4). NAY: Taylor (1).

R E S O L U T I O N

WILLIAMSBURG ARTS COMMISSION

WHEREAS, the Board of Supervisors of James City County wishes to participate in funding local Arts groups with the Williamsburg Arts Commission.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes the County Administrator or his designee to initiate a formal discussion concerning the County's future participation with the Williamsburg Arts Commission.

H. PUBLIC COMMENT

Mr. Jay Everson, 130 Oslo Court, thanked the Board for its assistance in meeting the need for transportation of employees to the upper County.

I. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Larry Foster, Assistant County Administrator, requested an executive session for land acquisition, and mentioned the work session with the Library Board scheduled for 3:00 p.m.

Mr. Foster noted a reading file memo from Mr. McDonald requesting a joint budget work session with the School Board and the City Council of Williamsburg.

Discussion followed regarding the date and location of the work session.

Mr. Mahone directed staff to recommend an appropriate site for a joint work session to be held on March 9, 1989.

#### J. BOARD REQUESTS AND DIRECTIVES

Mr. DePue requested information on Continental Cablevision's installation schedule in the upper County.

Mr. Gene Farley, Cable Television Advisory Committee member, stated that delays in obtaining right-of-way permits from Virginia Power and acquiring property had put the cable company behind schedule.

Mr. DePue asked Mr. Farley to relay information to the cable company that the Board is willing to assist in expediting the matter.

Following a lengthy discussion regarding the advertisement on March 30, 1989, of a public hearing for the Zoning Ordinance Amendment of Districts A-1, Mr. Norment made a motion to advertise the public hearing for March 30, 1989, and for the Board to be prepared to make a decision on that date.

On a roll call, the vote was: AYE: Norment, Edwards (2). NAY: Taylor, DePue, Mahone (3).

Mr. Edwards made a motion to advertise the public hearing for March 30, 1989, and for the Board to be prepared to make a decision at the April 17, 1989, Board of Supervisors meeting.

On a roll call, the vote was: AYE: Edwards, Mahone (2). NAY: Norment, Taylor, DePue (3).

Mr. Norment made a motion to advertise the public hearing for March 30, 1989.

On a roll call, the vote was: AYE: Norment, Edwards, DePue, Mahone (4). NAY: Taylor (1).

With Board consensus, Mr. Mahone directed staff to advertise a public hearing for the leasing of a portion of the Richardson Meadows tract.

Mr. Mahone recessed the Board into a work session with the Library Board at 3:15 p.m.

Mrs. Debbie Bond, Chairman of the Board of Trustees of the Williamsburg Regional Library, began the discussion with a presentation suggesting that major increases in circulation, reference inquiries and other indices of activity were pushing the Library Board to attempt to maintain a reasonable level of service.

That service level can only be maintained by adopting the submitted budget despite its 33% increase. The Board of Supervisors, individually, indicated its support for the Regional Library and acknowledged the increased activity, but advised the Board of Trustees that it should not expect a funding increase of that magnitude.

Mrs. Bond then invited the Supervisors, individually, to visit the Library for a tour.

Mr. Mahone convened the Board into executive session to discuss the acquisition of property pursuant to Section 2.1-344(a)(3) of the Code of Virginia, 1950, as amended at 4:30 p.m.

Mr. Mahone reconvened the Board into open session at 5:19 p.m.

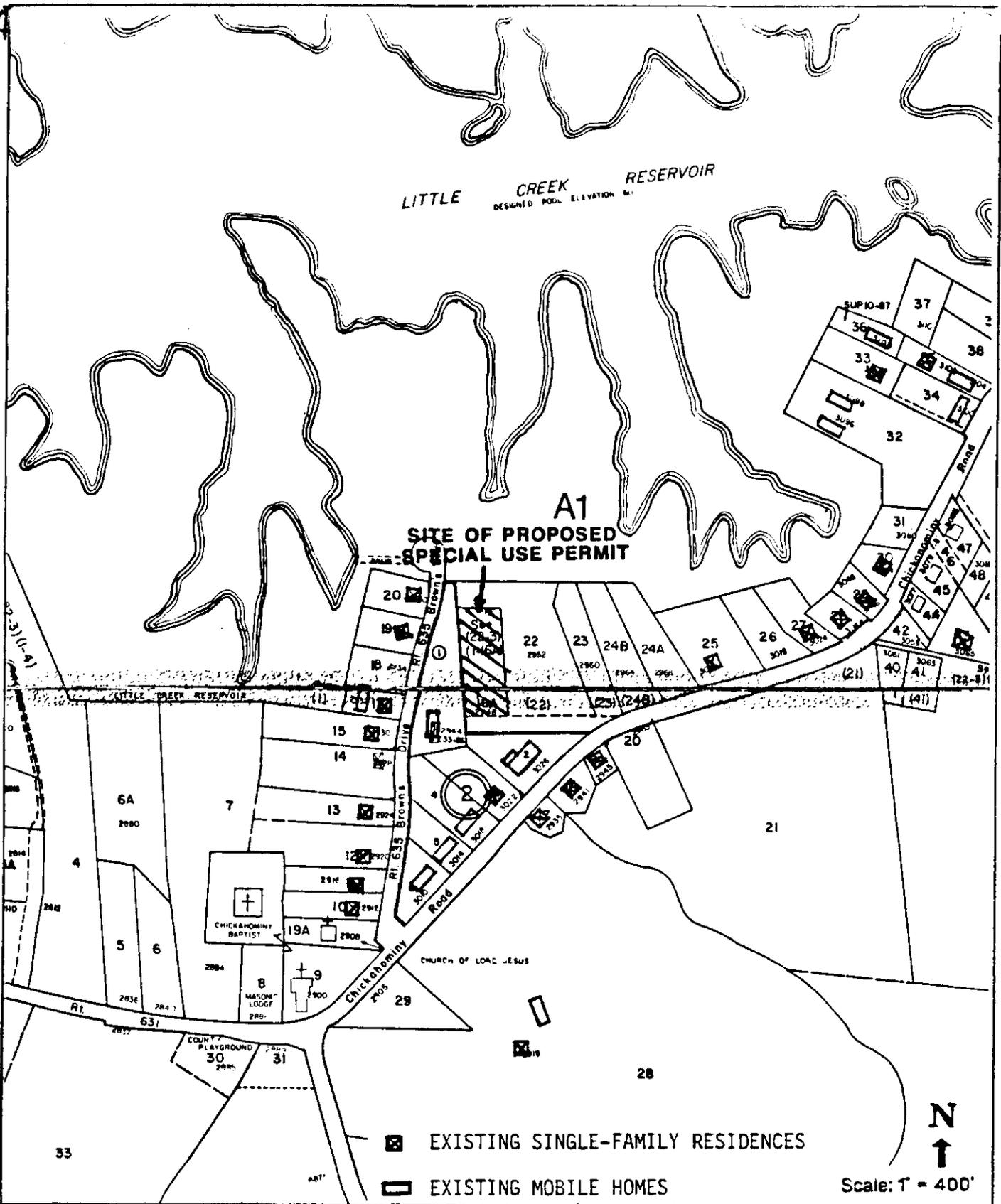
Mr. Edwards made a motion to adjourn.

The Board adjourned at 5:20 p.m.



David B. Norman  
Clerk to the Board

0906w



Case #: **SUP-1-89**

Name: **CHARLES & SYLVIA TYLER**



JAMES CITY COUNTY/DEPARTMENT OF PLANNING & DEVELOPMENT

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## GREENSPRINGS PROFFER AGREEMENT

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This Proffer Agreement, made as of this 6<sup>th</sup> day of February, 1989, by Greensprings Plantation, Inc., a Virginia corporation ("Owner").

RECITAL:

WHEREAS, Greensprings Plantation, Inc. is the record title owner of certain real property in James City County, Virginia (hereinafter called "the Property") being a 1402-acre, more or less, tract along Route 5 more particularly described in Exhibit A attached hereto; and

WHEREAS, the Owner has applied for rezoning of the Property from the Limited and General Agricultural Districts, A-2/A-1, to the Residential Planned Community District, R-4; and

WHEREAS, the County of James City (hereinafter the "County") may be unwilling to rezone the property from the Limited and General Agricultural Districts, A-2/A-1, to the Residential Planned Community District, R-4, because the Residential Planned Community District, R-4, zoning regulations may be deemed inadequate for the orderly development of the Property, because competing and incompatible uses may conflict; and

WHEREAS, more flexible and adaptable zoning methods are deemed advisable to permit the use of the Property; and

WHEREAS, the Owner is desirous of offering certain conditions for the protection of the Community that are not applicable to land similarly zoned in addition to the regulations provided for in the Residential Planned Community District, R-4.

NOW, THEREFORE, this agreement witnesseth that for and in consideration of the County of James City rezoning the Property from the Limited and General Agricultural Districts, A-2/A-1, to the Residential Planned Community District, R-4, and pursuant to Section 15.1-491.1, et seq. of the Code of Virginia, 1950, as amended, and Section 20-15, et seq. of Chapter 20 of the Code of James City County, Virginia, the

Owner agrees that in addition to the regulations provided for in the Residential Planned Community District, R-4, it will meet and comply with all of the following conditions to the development of the Property.

CONDITIONS:

1. Subdivision and/or site plans for the project shall be submitted such that all of Phase I has received subdivision and/or site plan approval prior to any submissions for approval of subdivisions and/or site plans for Phase II. (Within Phase I, Land Bay 6A shall have received subdivision and/or site plan approval prior to any submission for subdivision and/or site plan approval of Land Bays 5A or 5B.) Likewise, all of Phase II shall have received subdivision and/or site plan approval prior to any submissions for approval of subdivisions and/or site plans for Phase III. Phases I, II, and III shall incorporate, respectively, the Land Bays as shown on the Master Plan.

2. The number of residential units shall be limited in relation to the areas as designated on the master plan as follows:

<u>Project Land Bay Area</u>	<u>R-4 Designation</u>	<u>Maximum Density/Dwelling Types (Dwelling Units per Land Bay Area)</u>
1	A	198 (single-family)
2	A	417 (single-family)
3	B	248 (townhouse)
4	A	161 (single-family)
5A	A	274 (single-family)
5B	A	287 (single-family)
6A	B	165 (townhouse)

All Project Land Bay Areas identified as "R-4 Designation" "B" shall be limited to townhouse dwelling types or single-family cluster lots as approved by the Planning Commission.

3. The Owner shall designate a 150-foot greenbelt buffer along the Property's Route 5 frontage (exclusive of right-of-way dedicated herein for future improvements of Route 5 to a four-lane divided highway) as defined by the Greenbelt Corri-

dor Policy of James City County. The "Greenbelt" buffers shall be undisturbed and exclusive of any lots, except for approved utilities, drainage improvements, jogging/nature trails, community entrance roads as shown generally on the Master Plan (limited to one entrance each for relocated Route 614 and one entrance to Land Bay 3), and signage as approved by the Planning Commission.

4. As part of the approval of any subdivision plan within Land Bay 5A or 5B, the Owner shall provide recreational amenities for the community as located on the Master Plan as follows: one regulation-size 25-meter swimming pool and 2,000 minimum square foot community center/bathhouse; four regulation-size tennis courts; two tot lots with playground equipment; one regulation "basketball" size multi-use court; one putting green; and 2.7 miles of jogging/fitness/nature/pedestrian trails (approximately half of which shall be hard surface and half of which shall be a soft "natural" surface).

5. As part of the approval of any subdivision plan within Land Bay 4 or 1, whichever shall first be submitted, the Owner shall provide recreational amenities for the community as located on the Master Plan as follows: one regulation 25-meter swimming pool and 2,000 minimum square foot community center/bathhouse; four regulation-sized tennis courts; one tot lot with playground equipment; one regulation "basketball" size multi-use court; two miles of jogging/fitness/nature/pedestrian trails (approximately half of which shall be hard surface and half of which shall be a soft "natural" surface).

6. As part of the approval of any subdivision plan within Land Bay 1, the Owner shall provide recreational amenities for the community as located on the Master Plan as follows: two regulation-sized tennis courts; two tot lots with playground equipment; one regulation-size softball/soccer field area; and two miles of jogging/fitness/nature/pedestrian trails (approximately half of which shall be hard surface and half of which shall be a soft "natural" surface).

7. All such recreational amenities per paragraphs 4, 5, and 6 shall be guaranteed by surety as part of the public improvements covered by the appropriate subdivision agreement and completed within one (1) year of recordation of the said subdivision.

8. On that portion of the Property identified on the Master Plan as Land Bay 6B being approximately 41 acres, more or less, the Neighborhood Commercial Center shall be no more than 50,000 square feet of Gross Floor Area. No building within the Neighborhood Commercial Center shall be in excess of 35 feet from grade unless approved by the Planning Commission.

9. As part of the approval of any subdivision or site plan for Land Bay 6B, the Owner shall dedicate to James City County a public use site of two acres within Land Bay 6B with access to public roads. The specific location of said two-acre public use site is to be determined in conjunction with the Board of Supervisors.

10. The Neighborhood Commercial Center shall be designed to minimize traffic demand on Route 5 by providing for the day-to-day needs of the greater western Route 5 community. Within the Neighborhood Commercial Center, structures to be erected or land to be used, shall be for a mixture of the following uses only: retail food stores, bakeries, and fish markets; dry cleaners and laundries; wearing apparel, furniture, shoe, tailor, candy, ice cream, florist, locksmith, pet, picture framing, stamp and coin, travel bureau, upholstery, toys, music and records, tobacco and pipes, jewelry sales and service, books, greeting cards, sporting goods, drugs, plants and garden supplies, hardware and paint, home appliances sales and service, arts and crafts, antiques, gift and photography stores; photographer, artist, and sculptor studios; business, professional, and governmental offices (contractor's offices which allow contracting equipment on site shall not be allowed); barber shops and beauty shops; banks and other financial institutions; doctor, dentist, and other medical clin-

ics and offices; restaurants, tea rooms, and taverns. No single enterprise shall exceed a leased space of 8500 square feet.

11. All archaeological sites identified by the James River Institute of Archaeology and determined by the James City County Historical Commission to be essential to preserve on the Property shall be appropriately protected from any development and an historical marker identifying the significance of the site shall be located at any such site.

12. The Owner shall dedicate an easement to James City County or its assignee of a nature/conservation park for protection of the "wetlands" (as defined in Paragraph 24 herein) east of the Greensprings National Historic Site subject only to the proposed relocation of Route 614, any drainage improvement and/or utility easements and/or nature or pedestrian trails as approved by the James City County Planning Commission. A 20-foot wide buffer strip of natural vegetation shall be maintained along both sides of any drainage ditches within this area. Where the drainage improvement or utility easements pass through forested areas of this park, there shall be no clear cutting or commercial harvesting of timber within the easements. There shall be no use of pesticides, herbicides, fertilizers, or other agricultural chemicals within the park except as approved by the County Administrator.

The boundaries of the park shall be identified by metes and bounds following final determination of the location of "Relocated Route 614", and shall conform generally to the areas on the Master Plan east of the Greensprings National Historic Site shown as "Major Open Space—Approximate 100 year Flood Plain".

13. That all subdivisions including areas identified as "wetlands" per Paragraph 28 herein shall have a 100-foot buffer strip adjoining said wetland area. This buffer strip shall be maintained as is, e.g., forest or natural vegetation with no buildings, structures, lots, impervious surfaces, plowing, application of agricultural chemicals or pesticides, or disturbance of the substrate except for approved utilities,

drainage improvements, roads, jogging or nature trails, and signage as approved by the Planning Commission.

14. Prior to any subdivision or site plan of the Property or any Land Bay therein, the Owner, at its expense, shall cause to be prepared a comprehensive drainage study of the subject Land Bay, and implementation schedule of drainage improvements for review and approval by the County Director of Code Compliance.

15. Upon approval of the drainage study and implementation schedule, the Owner shall be obligated to incorporate the recommendations of the study in the said subdivision or site plan in accordance with the said implementation schedule.

16. As part of the approval of any subdivision plan for Land Bays 5B, 2, and 3 respectively, the Owner shall provide an as is 50-foot buffer (undisturbed and exclusive of any lots except for all utilities and drainage improvements approved by the Planning Commission) between any lots and the National Historic Site subject only to appropriate drainage and utility improvements/easements as approved by the Planning Commission around the 190-acre  $\pm$  Greensprings National Historic Site.

17. Within 120 days after final approval of the Master Plan, the Owner shall convey to James City County, without cost, fee simple title to a 20-acre site as a public use site, with access rights thereto. Such site shall be at a location as identified on the proposed Master Plan.

18. As part of the approval of any subdivision plan within Land Bays 5A or 5B, the Owner shall contract to complete the James City Service Authority water line system loop from the Ford's Colony area to Route 5.

19. As part of the approval of the first subdivision plan submitted, regardless of which Land Bay, the Owner shall contract to complete the James City Service Authority water line system from St. George's Hundred to Greensprings Road.

20. The Owner shall designate a 150-foot greenbelt buffer along the existing and proposed relocation of Route 614 frontage (exclusive of a dedicated 120-foot

right-of-way to include possible future improvements to Route 614) as defined by the Greenbelt Corridor Policy of James City County within which 150-foot greenbelt the land shall be undisturbed and exclusive of any lots except for appropriate provisions for all approved utilities, drainage improvements, entrance roads to Land Bays as shown generally on the Master Plan, jogging and/or nature trails, and project signage as approved by the Planning Commission. No signage other than project signage and that requested by VDOT and/or James City County shall be allowed.

21. That the number of entrances and driveways to the project off of Route 5 and off of existing and the proposed relocated Route 614 shall be limited to those identified as "community entrances" as shown on the Master Plan.

22. That all property owners at Greensprings shall be required to join the homeowners association. The homeowners association shall be a legal non-profit corporation. An annual budget for maintenance of all common open space, recreation areas, sidewalks, parking, private streets, if any, and other privately owned but common facilities serving the project will be required and will be included in the restrictive covenants along with lien powers to assess each property owner for any non-payment. The restrictive covenants provisions for the maintenance budget will provide that the owner will be responsible for any budget deficiency during the development term.

23. In conjunction with the approval of any subdivision plan within any Land Bay, all areas designated on the Master Plan within said Land Bay as "Major Open Space" shall be identified by metes and bounds and shall conform generally to the proportionate acreage breakdowns between "Major Open Space" and the balance of acreage in each Land Bay as shown on the Master Plan. Major Open Space areas shall be undisturbed and exclusive of any lots, except for utilities, drainage improvements, roads as shown generally on the Master Plan, jogging/nature trails, and signage approved by the Planning Commission.

24. Any use herein of the term "wetland" shall be defined as an area identified as a "wetland" under Section 404 of the Clean Water Act (Corps of Engineers Multi-Paramenter as stated in Technical Report Y-87-1 entitled "Corps of Engineers Wetlands Delineation Manual" published January, 1987) by a qualified environmental engineer retained by owner and approved by the County Administrator.

25. The Owner shall provide roadway and intersection improvements in accordance with the schedule set forth below. Each of such improvements shall commence and appropriate surety for completion of said improvements approved by the County Attorney provided when the number of residential lots approved for subdivision by James City County for family dwelling units within the Greensprings development equal the number of units set forth in the column entitled "Units/Lots/Timing" opposite the particular improvement proffered by Owner unless otherwise set forth. Each individual dwelling unit within a townhouse structure shall be considered a separate approved lot for the purposes of this schedule.

Road/Intersection Improvements Schedule

Proffered Improvement

Units/Lots/Timing

1. Construction of relocated Route 614 from Route 5 to the intersection of relocated Route 614 and old Route 614 as shown on Page 2 (Phasing Plan) of the Master Plan Package. Construction of relocated Route 614 from Route 5 through the end of Land Bays 6A and 6B shall be four lanes. The remainder of relocated Route 614 shall be two lanes, however a total of 120-foot right-of-way shall be provided to allow for future improvements. At the intersection of relocated Route 614 and Route 5, a left-turn lane from westbound Route 5 and a right-turn lane from relocated Route 614 shall be constructed. Also, a right turn lane on Route 5 westbound into relocated Route 614 shall be constructed.

Upon approval of subdivision and/or site plan for Land Bays 6A or 6B.

2. Construction of separate left and right turn lanes on all approaches to the intersection of relocated Route 614 with Land Bays 6A and 6B.

Upon approval of subdivision and/or site plan for Land Bays 6A or 6B

- 3. At the intersection of relocated Route 614 and the entrances to Land Bays 5A and 5B, construction of separate right and left turn lanes on northbound approach of relocated Route 614. Also, construction of separate left turn lanes and of separate right turn lanes at the entrances to Land Bays 5A and 5B southbound. 165
- 4. Construction of or payment for construction of a traffic signal at the intersection of relocated Route 614 and Route 5. 325
- 5. Construction of a separate right turn lane from southbound relocated Route 614 to old Route 614 and of a left-turn lane from northbound relocated Route 614 to old Route 614 at the intersection of old Route 614 and relocated Route 614. 439
- 6. Construction of separate left and right turn lanes at the intersections of Route 5 and Greensprings Road and Old Route 614 and construction of a separate right turn lane at the intersection of Route 5 and John Rolfe Lane. 575
- 7. Construction or payment for construction of a traffic signal at the intersection of relocated Route 614 with Land Bays 6A and 6B. 727
- 8. Construction of a separate left turn lane on northbound relocated Route 614 and a separate right turn lane on southbound relocated Route 614 at the intersection of relocated Route 614 and Land Bay 2. The entrance to Land Bay 2 will have two outbound lanes, one for left turns and one for right turns. 727
- 9. Construction of a dual left turn on relocated Route 614 at Route 5. 767
- 10. Construction of separate left and right turn lanes on the entrances to Land Bays 1 and 4. 1,143
- 11. Construction of a separate right turn lane on westbound Route 5 into Land Bay 3 at the intersection of Route 5 and Land Bay 3. Upon approval of subdivision or site plan for Land Bay 3.
- 12. Construction of relocated Route 614 from the intersection of relocated Route 614 and old Route 614 to the northernmost site of the Greensprings property site. 727

26. A) The Owner agrees that, until a plan for the improvement of Route 5 to a four-lane divided highway in James City County from Route 199 to John Rolfe Lane has been approved by VDOT and appropriate funding for said plan is available and approved by VDOT, Owner shall be limited to: (1) constructing the proposed

Neighborhood Commercial Center; and (2) subdividing no more than a total of 766 units (single-family, townhouses, and/or clusters) of the project's 1750 total units defined in Paragraph 2 herein.

In addition, upon approval of any subdivision and/or site plan for either Land Bay 6A or 6B, Owner agrees to dedicate sufficient right-of-way from its property along its Route 5 frontage for improving Route 5 to a four-lane divided highway as determined necessary by VDOT.

B) Upon approval and appropriate funding of a plan for the improvement of Route 5 to a four-lane divided highway in James City County from Route 199 to John Rolfe Lane by VDOT, Owner agrees to provide all roadway improvements for improving Route 5 to a four-lane divided highway along the Route 5 frontage of the Owner's Greensprings property. The said improvements shall begin after issuance of 766 residential building permits and shall allow Owner to develop the balance of the project's 1750 total units defined in Paragraph 2 herein.

(i) Further, unless otherwise agreed, Owner, in accordance with Code of Virginia Section 15.1-466E, agrees to enter into a development agreement with James City County prior to approval of any subdivision and/or site plan for any Land Bay to contribute \$984,000 (herein "contributions") for the off-site improvement of Route 5 to a four-lane divided highway in James City County. The form of said development agreement shall be in substantially the same form as that attached hereto as Exhibit B. The said contributions shall commence upon the issuance of each Certificate of Occupancy for each residential unit over 766 units at \$1,000 per unit up to the total 1750 project units. The said contributions are subject only to agreement between the Owner and James City County as to the management and investment of the funds collected by any such agreement to contribute. Owner agrees that James City County or its designee will be a necessary party to any such management and investment agreement.

Greensprings Plantation, Inc.

By: Robert Emmett III  
Vice President

STATE OF VIRGINIA

CITY/COUNTY OF James City to-wit:

The foregoing instrument was acknowledged before me this 6th day of February, 1989, by Robert Emmett III, Vice President of Greensprings Plantation, Inc., on behalf of the corporation.

William P. Anderson  
Notary Public

My commission expires 12/5/92

## PARCEL I

All those certain tracts, pieces, or parcels of land situate, lying and being in James City County, Virginia, and shown as Parcel "B", containing 916.77 acres, and Parcel "D", containing 572.50 acres, all as shown on that certain plat entitled, "Plat Showing a Portion of Green Springs," dated July 24, 1965, made by S. U. Camp, III, & Associates, Certified Land Surveyor, Courtland, Virginia, a copy of which said plat is recorded in the Clerk's Office of the City of Williamsburg and County of James City in Plat Book 24, pages 28A and 28B.

LESS AND EXCEPT property conveyed by deed recorded June 3, 1986 in James City County Deed Book 304, Page 31, to Jorge Luna and Leticia Luna, husband and wife;

LESS AND EXCEPT property conveyed by deed recorded June 3, 1986 in James City County Deed Book 304, Page 37, to Herman Zamora and Josefina Zamora, husband and wife;

LESS AND EXCEPT property subject to a certain Option On Real Estate recorded July 24, 1986 in James City County Deed Book 309, Page 646, to Jorge Luna and Leticia Luna, and Herman Zamora and Josefina Zamora, or their assigns;

LESS AND EXCEPT property conveyed by deed recorded April 14, 1986 in James City County Deed Book 299, Page 534, to the Commonwealth of Virginia;

LESS AND EXCEPT property conveyed by deed recorded January 11, 1978 in James City County Deed Book 181, Page 533, to the United States of America;

LESS AND EXCEPT certain property under contract to be conveyed to John M. Smith and Sonda J. Smith, husband and wife, which property is more particularly described as being "Parcel 4", 20.35 Ac.+, on a certain plat entitled, "A SUBDIVISION OF PART OF THE GREEN SPRINGS TRACT", James City County, Virginia," dated November, 1986, and made by Lynn D. Evans, Certified Land Surveyor, a copy of which plat is to be recorded in the Clerk's Office of the City of Williamsburg and County of James City;

LESS AND EXCEPT any and all property in the said "Parcel B" east of Powhatan Creek;

LESS AND EXCEPT that certain property conveyed by deed recorded December 14, 1976 in James City County Deed Book 172, Page 701, to the Commonwealth of Virginia for the widening of Route 5 as shown in State Highway Plat Book 5, Page 276;

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Including a certain 17.28 Ac.± parcel which adjoins the above-described "Parcel 4", 20.35 Ac.± parcel and which is more particularly described as follows: Beginning at a point on John Tyler Highway where the above-described "Parcel 4", 20.35 Ac.± parcel joins the subject 17.28 Ac.± parcel; thence N. 38° 19' 09" E. a distance of 231.43 ft. to a point; thence N. 36° 17' 47" E. a distance of 156.23 ft. to a point; thence N. 15° 38' 38" E. a distance of 154.67 ft. to a point; thence N. 26° 27' 48" E. a distance of 201.41 ft. to a point; thence N. 87° 58' 22" E. a distance of 171.80 ft. to a point; thence N. 85° 48' 22" E. a distance of 293.92 ft. to a point; thence N. 85° 48' 22" E. a distance of 260 ft.± to the center line of Powhatan Swamp; thence in a Westerly direction following the center line of Powhatan Swamp which is the subject property line to a point in the approximate center line of a certain 50 foot Colonial Pipeline easement which intersects the subject parcel; thence S. 83° 26' 02" E. a distance of 130 ft.± to a point; thence S. 83° 26' 02" E. a distance of 581.75 ft. to a point; thence in a Southwesterly direction 32° 23' 22" a distance of 893.90 ft. to a point on the said John Tyler Highway; thence in a Northerly direction adjoining John Tyler Highway in a curve of 07° 31' 08" with a radius of 1522.20', a length of 199.76', C=199.62', and CB=N. 53° 51' 04" W. to a point; thence N. 50° 05' 30" E. a distance of 399.97 ft. to the point of beginning.

## COUNTY OF JAMES CITY

GREENSPRINGS SUBDIVISION AGREEMENT

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between GREENSPRINGS PLANTATION, INC., a Virginia corporation, party of the first part, hereinafter referred to as "Owner", and the COUNTY OF JAMES CITY, VIRGINIA, a political subdivision, party of the second part, hereinafter referred to as "County".

WHEREAS, the party of the first part is the owner of a certain tract of land located in the County of James City, Virginia known generally as the Greensprings project; and

WHEREAS, the first section of said parcel of land is being subdivided by the Owner into the subdivision known and designated as Greensprings, Section I, and the Owner has caused a plat of said subdivision dated \_\_\_\_\_, 19\_\_\_\_, to be prepared by \_\_\_\_\_, Certified Land Surveyors, or Civil Engineers, which said plat the Owner desires to admit to record in the Clerk's Office of the Circuit Court for the City of Williamsburg and County of James City, Virginia; and

WHEREAS, the Owner agrees to construct and locate all physical improvements in said subdivision, as required by the Subdivision Ordinance of the County of James City, Virginia, or shown on the development plans approved by the Agent of the Subdivision Ordinance, hereinafter referred to as "Agent"; and

WHEREAS, the Owner has posted sufficient bond, letter of credit or certified check, pursuant to existing ordinances, approved as to form by the County Attorney, and with surety satisfactory to the County in the amount of \_\_\_\_\_ guaranteeing the installation of the aforementioned improvements before \_\_\_\_\_; and

WHEREAS, as part of the rezoning process of the said "Greensprings" project, the Owner caused a "Greensprings Proffer Agreement" dated \_\_\_\_\_, 1989, to be submitted as part of the rezoning of the Greensprings property to a Residential Planned Community District, R-4 in which Greensprings Proffer Agreement, the subject Greensprings Subdivision Agreement is referred to in paragraph 26 B(i) as Exhibit A; and

WHEREAS, the approval of the rezoning of the Greensprings tract to a Residential Planned Community District, R-4, was subject to the said Greensprings Proffer Agreement in which the Owner agreed with the County, in accordance with Code of Virginia Section 15.1-466E, to contribute \$984,000 (herein "Contributions") for the off-site improvement of Route 5 prior to approval of any subdivision and/or site plan for any land bay within the said Greensprings project. Said Contributions shall commence upon the issuance of each Certificate of Occupancy for each residential unit within the Greensprings tract over 766 units at \$1,000 per each unit's Certificate of Occupancy up to the total 1,750 project units. The said Contributions are subject to agreement between the Owner and James City County as to the management and investment of the funds collected by the said agreement to contribute. Owner agrees that James City County or its designee will be a necessary party to any such management and investment agreement.

WHEREAS, the County of James City has agreed that it will permit the recordation of the plat of said subdivision upon the execution of this agreement.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH: That for and in consideration of the premises and the approval of the said rezoning of the Greensprings tract into a Residential Planned Community District, R-4, and the approval of said subdivision and the covenants and agreements herein contained, the parties hereto agree as follows:

1. The Owner does covenant and agree that it will, without cost to the County of James City, before \_\_\_\_\_, construct to the approval of the County all physical improvements as required by the Subdivision Ordinance of the County, or shown on the development plans approved by the Agent. If, in the sole judgment of the County, circumstances beyond the control of the Owner prevent the Owner from completing the improvements in the time set forth herein, then the County may at its sole discretion grant an extension of time for completion of said improvements and in such instance the County shall require an amended bond, letter of credit, or certified check, approved as to form by the County Attorney, and with surety satisfactory to the County in an amount to guarantee the installation of the aforementioned improvements.

2. It is mutually understood and agreed that in the event the Owner fails to properly complete the physical improvements provided hereinabove, the County may complete, or cause to have completed, the same and render a bill therefor to the Owner who shall be liable to the County for all proper costs so incurred by the County or the County may draw the amount necessary from the surety to complete or cause to have completed the same.

3. It is mutually understood and agreed that this agreement does not relieve the Owner of any responsibilities or requirements placed upon them by the various ordinances of the County applicable to such subdivision and development of the property, and the subdivision and development of the property will be done in strict accordance with such ordinances.

4. It is mutually understood and agreed that if the Owner shall faithfully execute each and all requirements of the said Subdivision Ordinance and the provisions of this agreement, and shall indemnify, protect and save harmless the County of James City from all loss, damage, expense or cost by reason of any claim, suite or action instituted against the County of James City or its agents or employees thereof, on account of, or in consequence of any breach on the part of the Owner, then the aforementioned bond, letter of credit, or certified check, shall be released by the County to the Owner.

5. The Owner does hereby agree to indemnify, protect and save harmless the County from and against all losses and physical damages to property, and bodily injury or death to any person or persons, which may arise out of or be caused by the construction, maintenance, presence or use of the streets, utilities and public easements required by, and shown on, the development plans and the subdivision plat until such time as the said streets, utilities and public easements shall be accepted as a part of the County's system. To insure such indemnification, the County may require and the Owner shall provide upon request a Certificate of Public Liability Insurance in an amount approved by the County Attorney as sufficient, including a governmental endorsement thereto, naming the County as an insured, issued by an insurance company licensed to do business in the Commonwealth of Virginia.

6. It is mutually understood and agreed, that the approval on final plat or plats of this subdivision, or section thereof, shall not be deemed to be an acceptance by the County of any street, alley, public space, sewer or other physical improvements shown on the plat or plats for maintenance, repair or operations thereof, and that the Owner shall be fully responsible therefor and assume all of the risks and liabilities therefor.

7. The Owner does hereby agree, unless otherwise agreed with the County, in accordance with Code of Virginia Section 15.1-466E, to contribute \$984,000 (herein "Contributions") for the off-site improvement of Route 5. Said Contributions shall commence upon the issuance of each Certificate of Occupancy for each residential unit within the Greensprings tract over 766 units at \$1,000 per each unit's Certificate of Occupancy up to the total 1,750 project units. The said Contributions are subject to a certain agreement between the Owner and James City County as to the management and investment of the funds collected as described herein. Owner agrees that James City County or its designee is a necessary party to the said management and investment agreement.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures and seals this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

COUNTY OF JAMES CITY, VIRGINIA

By: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

GREENSPRINGS PLANTATION, INC.

By: \_\_\_\_\_  
Vice President

ATTEST:

\_\_\_\_\_

Approved as to form:

County Attorney

VIRGINIA: City of Williamsburg and County of James City, to Wit:  
In the Clerk's office of the Circuit Court of the City of Williamsburg and County of James City the \_\_\_\_\_ day of March, 1957. This agreement was presented with certificate annexed and admitted to record at 12:26 o'clock  
Teste: Helene S. Ward, Clerk  
by Helene S. Ward  
Deputy Clerk

- A. Accrual of Leave - The amount of annual leave which an employee accrues per month is determined by dividing the number of hours per year which the position is authorized in the budget by 260, which is the number of days per year excluding weekends. The amount of leave accrued per month increases by 50% when an employee completes the fifth year of service with the County, and by an additional 33-1-3% when an employee completes the fifteenth year of service with the County. Annual leave is accrued semimonthly upon completion of each full pay period of employment. However, leave shall be accrued during a pay period in which the employee is on leave without pay or a leave of absence only as outlined in Section 5.9(C) and Section 5.10(H), below.

Examples of leave accrual rates are outlined below:

Monthly Annual Leave Accrual Rate in Hours

<u>Category of Employee</u>	<u>Annual Authorized Hours</u>	<u>Years of Service</u>		
		<u>0-5</u>	<u>5-15</u>	<u>Over 15</u>
Professional, Technical, Office	1950	7.5	11.25	15
Maintenance, Trades, Dispatch	2080	8.0	12.0	16
Law Enforcement	2117	8.0	12.0	16
Fire, EMS	2977	12.0	18.0	24

Exceptions to the annual authorized hours for individual positions may be made by the County Administrator.

- B. Maximum Accrual Limited - An employee may accrue up to the amount of leave that can be earned in a two-year period. The employee's leave balance must be within the allowed maximum on July 1st of each year or the excess shall be forfeited.
- C. Purpose of Leave - Annual leave may be used by an employee to provide paid absences for vacation and other personal purposes including sickness, or for absences in excess of hours available from other types of leave.
- D. Minimum Increment of Leave - Annual leave shall be accrued in increments no smaller than 15 minutes, and taken in increments no smaller than 30 minutes.
- E. Availability of Leave - An employee shall accrue annual leave before it is used.
- F. Leave Requests - Employees shall request annual leave in advance on the appropriate forms. While the employee's leave requests shall be given every consideration, all such requests are subject to approval by the department manager. It is the department manager's responsibility to manage the leave schedules within the department.
- G. Absences By Exempt Employees Who Have No Accumulated Leave - To the extent required by the Fair Labor Standards Act and the regulations promulgated pursuant to that Act, salaried employees who are exempt from the overtime provisions of that Act and have no accumulated leave applicable to such an absence, shall not receive deductions from their compensation for periods of less than one day, unless the absence is the result of a disciplinary action. This provision is effective as of April 15, 1986.

R E S O L U T I O N

JOINT RESOLUTION TO AMEND THE RESTATED CONTRACT

FOR THE JOINT OPERATION OF

SCHOOLS, CITY OF WILLIAMSBURG AND COUNTY OF JAMES CITY

WHEREAS, the City of Williamsburg (City) and County of James City (County) and their respective School Boards operate a joint school system under the Amended and Restated Contract for the Joint Operation of Schools, City of Williamsburg and County of James City (the Contract) dated October 9, 1980, as amended; and

WHEREAS, the parties hereto are desirous of amending the Contract to provide for the method of payment for three new schools as recommended by the Williamsburg-James City County School Board.

NOW, THEREFORE, BE IT RESOLVED that the Resolution entitled Joint Resolution To Amend the Restricted Contract For the Joint Operation of Schools, City of Williamsburg and County of James City, dated October 9, 1980, shall be amended by this Resolution dated the 27<sup>th</sup> day of February 1989, of the Council of the City of Williamsburg, the Board of Supervisors of James City County, and their respective School Boards by adding the following language:

1. The costs of additional construction of the three new schools recommended by the Williamsburg-James City County School Board, being more specifically described as a high school and a middle school, both projected by the Williamsburg-James City County School Board to open in the Fall of 1992 and an elementary school projected to open in the Fall of 1993, shall be paid for in full by James City County; this obligation of the County shall include all construction costs such as land, architectural, engineering, legal, clerk of the works, and original furniture and equipment costs.
2. The City agrees that it shall not be a participant in any of the deliberations and/or decisions relating to the three new schools, including, but not limited to, deliberations and/or decisions concerning site selection, architecture and construction.
3. The County shall have 100 percent of the equity in these schools for purposes of determining ownership equities under the Contract, Section 2. Duration of this Agreement.

CITY OF WILLIAMSBURG

BY:

John Hooper  
Mayor

ATTEST:

Lois S. Bodie  
City Clerk

Adopted by the City Council of the City of Williamsburg, Virginia, this 9<sup>th</sup> day of March, 1989.

COUNTY OF JAMES CITY

BY: Thomas D. Mahone  
Chairman

ATTEST:

[Signature]  
Clerk

Adopted by the Board of Supervisors of James City County, Virginia, this 27<sup>th</sup> day of February, 1989.

WILLIAMSBURG/JAMES CITY COUNTY SCHOOL BOARD

CITY SCHOOL BOARD OF WILLIAMSBURG

BY: D. Clayton Smith  
Chairman

ATTEST:

Dans W. Kelton  
Clerk

COUNTY SCHOOL BOARD OF JAMES CITY COUNTY

BY: Gerrittle Amundson  
Vice Chairman

ATTEST:

Dans W. Kelton  
Clerk