

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 25TH DAY OF FEBRUARY, NINETEEN HUNDRED NINETY-SEVEN, AT 5:03 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

Robert A. Magoon, Jr., Chairman, Jamestown District
Jack D. Edwards, Vice Chairman, Berkeley District

David L. Sisk, Roberts District
Perry M. DePue, Powhatan District
Stewart U. Taylor, Stonehouse District
Sanford B. Wanner, County Administrator
Frank M. Morton, III, County Attorney

B. WORK SESSION

1. Telecommunications Towers

Mr. Magoon called the meeting to order and stated that the Commonwealth's Attorney determined that he had no conflict of interest by owning stock in MCI.

Mr. Sisk arrived at 5:04 p.m.

Mr. Wanner introduced staff of the Planning Department, who, along with consultants, Bill Graham, Espey, Huston, and Associates, Inc., and Vern Daniels of Hayes, Seay, Mattern, and Mattern displayed a map of existing, proposed and potential antenna locations and presented proposed issues and policies for discussion. Mr. O. Marvin Sowers, Jr., defined the issues of facility height, aesthetic concerns, ministerial approvals, submitted requirements, and public safety considerations.

Mr. Sowers explained implementation measures that the number and visibility of new personal wireless service facilities shall be minimized; a ministerial process shall be established for some personal wireless service facilities and antenna, and public health and safety shall not be adversely affected.

The Board agreed that staff may proceed with the proposed policies as standards to draft the telecommunications ordinance.

Mr. Magoon recessed the Board for dinner at 6:20 p.m.

Mr. Magoon reconvened the Board at 7:05 p.m.

C. MINUTES - February 11, 1997

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

Mr. Sisk made a motion to approve the minutes.

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

D. HIGHWAY MATTERS

Mr. Quintin Elliott, Resident Engineer, Virginia Department of Transportation (VDOT), reported that the preallocation hearing would be held March 24, 1997, 10:00 a.m., in Suffolk. He announced bids for: 1) relocation of News Road; and, 2) Mooretown Road to Raintree Road had been awarded to Jack L. Massie and bids had been received this date for Forge Road.

Mr. Elliott reported that the Board request for concrete posts for sound walls on Route 199 had been reviewed and VDOT staff had determined that the project would proceed with metal posts for sound walls at The Mews on Longhill and The Midlands on Strawberry Plains Road. He further stated that the VDOT determination was based on cost and delay in project completion, and an appeal could be made to the Commonwealth Transportation Board.

Mr. Sisk asked for a time line of making existing Route 199 four-lanes.

Mr. Elliott responded there was no time line; construction money would have to be allocated.

Mr. Sisk asked about installation of a flashing light at the peak of the hill over Colonial Parkway on Route 199 to caution drivers of narrowing road and traffic slowdown; requested a reduced speed limit on Route 5 by moving the 55 miles per hour sign past the St. George's Hundred subdivision entrance; and, expressed his position that a stoplight should be installed on Route 60 East at James River Elementary School and not at the entrance to James River Commerce Park.

Mr. Elliott responded that traffic signals are evaluated and installed where warranted.

Mr. DePue requested a review of Senate Bill 1077 to see if Forest Heights Road might be improved without getting future right-of-way required, and asked why tree stumps have not been removed at the clearing on Route 5/Strawberry Plains Road.

Mr. Elliott responded that the tree stumps are very near the roadway and removal at this time would damage the pavement.

Mr. Taylor asked when the bridge replacements on Diascund Road (Route 603) New Kent/James City County line would be completed.

Mr. Magoon mentioned Neck-O-Land Road (Route 682) and asked for the criteria to determine speed limits.

Mr. Elliott stated some of the criteria was number of access points, accidents and speed study showing speed traveled by 85 percent of the public.

Mr. Magoon expressed a desire to find a solution to lower the speed limit at some future date.

Mr. Magoon inquired if VDOT's decision to install metal posts on the sound walls on Route 199 could be reversed, and asked that information about increased cost and delay of project be forwarded to the County Administrator.

E. CONSENT CALENDAR

Mr. Magoon asked if a Board member wished to remove any items from the Consent Calendar.

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

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

1. James City County History Book

RESOLUTION

APPROPRIATION OF \$19,800 FOR THE PUBLISHING AND PRESALES

MARKETING OF THE JAMES CITY COUNTY HISTORY BOOK

WHEREAS, the James City County Board of Supervisors agreed to cover the cost of printing the James City County History Book, commissioned by the James City County Historical Society; and

WHEREAS, the Board recognizes the need for presales marketing and mailing.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, appropriates \$19,800 from Line Item 001-0705 (Nondepartmental Contingency) for the publishing and presales marketing of the James City County History Book.

2. Peninsulas Paramedic Program Agreement

RESOLUTION

PENINSULAS PARAMEDIC PROGRAM AGREEMENT

WHEREAS, James City County is an active participant in the Peninsulas Paramedic Program at Riverside Hospital and receives advanced life support training for our career and volunteer personnel; and

WHEREAS, James City County has been requested to participate in an Intern Training Program for students enrolled in the Paramedic program; and

WHEREAS, James City County can receive added benefit to our emergency medical program.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the County Administrator to enter into a Memorandum of Agreement with the Peninsulas Paramedic Program at Riverside for an Internship Program.

3. School Resource Office Program Agreement, James City County and Williamsburg-James City County Public Schools

RESOLUTION

SCHOOL RESOURCE OFFICER PROGRAM

- WHEREAS, during the FY 96 Budget process the Board of Supervisors of James City County approved a School Resource Officer Program between James City County and the Williamsburg-James City County Public Schools; and
- WHEREAS, the School Resource Officer Program has been operating at Lafayette High School for almost two years; and
- WHEREAS, when Jamestown High School opens in 1997 it will be necessary for the officer to alternate between the two high schools, and a revised agreement is necessary to implement the change.
- NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the Chairman to execute, on its behalf, a revised agreement with Williamsburg-James City County Public Schools.

4. Dedication of Street in Mirror Lake Estates

RESOLUTION

DEDICATION OF STREET/MIRROR LAKE ESTATES

- WHEREAS, the street described on the attached Additions Form SR-5(A), fully incorporated herein by reference, is shown on a plat recorded in the Clerk's Office of the Circuit Court of James City County; and
- WHEREAS, the Resident Engineer for the Virginia Department of Transportation has advised this Board the street meets the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation; and
- WHEREAS, the County and the Virginia Department of Transportation have entered into an agreement on November 1, 1993, for comprehensive stormwater detention which applies to this request for addition; and
- WHEREAS, the County and the Virginia Department of Transportation have entered into an agreement on February 25, 1997, for the crossing of a dam which applies to this request for addition.
- NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby requests the Virginia Department of Transportation to add the streets described on the attached Additions Form SR-5(A) to the secondary system of State highways, pursuant to §33.1-229, Code of Virginia, and the Department's Subdivision Street Requirements.
- BE IT FURTHER RESOLVED, this Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills and drainage.

BE IT FURTHER RESOLVED that a certified copy of this resolution be forwarded to the Resident Engineer for the Virginia Department of Transportation.

5. Dam Agreement for Mirror Lake Estates

RESOLUTION

DAM AGREEMENT FOR MIRROR LAKE ESTATES SUBDIVISION

WHEREAS, an Agreement is required to address the legal requirements of the Virginia Department of Transportation to accept the maintenance responsibility for a roadway over a County-maintained dam in the Mirror Lake Estates Subdivision; and

WHEREAS, the attached two-party Agreement meets the Virginia Department of Transportation requirements and protects the interest of the County.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the attached Agreement for the Mirror Lake Estates Subdivision is approved and the Chairman is authorized to execute the Agreement on behalf of the County.

F. PUBLIC HEARINGS

1. Case No. SUP-3-97. Florence Smith Family Subdivision

Mr. Gary Pleskac, Planner, stated that Florence M. and Betty S. Smith had applied for a special use permit to allow a family subdivision of two adjacent parcels of land approximately 5.8 acres into four parcels of 1.0 acre, 2.17 acres, 1.0 acre and 1.59 acres for the children of Florence Smith, property located at 154 and 155 Marston Lane, further identified as Parcel Nos. (1-14) and (1-15) on James City County Real Estate Tax Map No. (23-4).

Staff determined that the proposal was consistent with the Comprehensive Plan and surrounding development and zoning.

Staff recommended approval of the application with a condition listed in the resolution.

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

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

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

RESOLUTION

CASE NO. SUP-3-97. SMITH FAMILY SUBDIVISION

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, Virginia, that a special use permit be granted for a family subdivision of property owned and developed by the applicants as described below and on the attached site location map.

Applicants:	Florence M. and Betty S. Smith
Real Estate Tax Map No.:	(23-4)
Parcel No.:	(1-14) and (1-15)
Address:	154 and 155 Marston's Lane
District:	Powhatan
Zoning:	A-1, General Agricultural
Condition:	Final subdivision approval shall be secured within 18 months from the date of approval of Case No. SUP-3-97 or this permit shall become void

2. Case No. SUP-11-96. Virginia Metronet/360° Communications (Brick Bat Road)

Mr. Gary A. Pleskac, Planner, stated that Mr. M. E. Gibson, Jr., had applied on behalf of Virginia Metronet, Inc., d/b/a 360° Communications Company, for a 180-foot cellular telecommunications tower and associated facilities at 3470 Brick Bat Road, further identified as Parcel No. (1-18) on James City County Real Estate Tax Map No. (44-2). He stated the applicant had requested deferral until the March 11, 1997, Board of Supervisors meeting to allow conformance with policy changes made at the work session held earlier in the evening.

Mr. Magoon opened the public hearing and no one wished to speak. Without objection, the Board continued the public hearing until the March 11, 1997, Board of Supervisors' meeting.

3. Case No. SUP-17-96. PCS PrimeCo (Sand Hill Road)

Mr. Paul D. Holt, III, Planner, stated that Mr. Vernon Geddy, III, representing PrimeCo Personal Communications, had applied on behalf of Stonehouse, Inc., for a special use permit to allow construction of a 190 foot communications tower and related equipment at the east end of Sand Hill road, further identified as Parcel No. (1-1) on James City County Real Estate Tax Map No. (13-1). He stated the applicant had requested deferral until the March 11, 1997, Board of Supervisors meeting to allow conformance with policy changes made at the work session held earlier in the evening.

Mr. Magoon opened the public hearing and no one wished to speak. Without objection, the Board continued the public hearing until the March 11, 1997, Board of Supervisors' meeting.

4. Case No. SUP-19-96. Virginia Metronet/360° Communications (Centerville Road)

Mr. Holt stated that Mr. M. E. Gibson, Jr., representing Virginia Metronet, Inc., d/b/a/ 360° Communications Company, formerly Sprint Cellular Company, had applied on behalf of Sleepy Hollow Corporation of Toano for a special use permit to allow construction of a 250-foot communications tower and related equipment, located off Centerville Road, approximately ½ mile north of Longhill Road, further identified as Parcel No. (1-84) on James City County Real Estate Tax Map No. (31-1). He stated the applicant had

requested deferral until the March 11, 1997, Board of Supervisors meeting to allow conformance with policy changes made at the work session held earlier in the evening.

Mr. Magoon opened the public hearing and no one wished to speak. Without objection, the Board continued the public hearing until the March 11, 1997, Board of Supervisors' meeting.

5. Ordinance Amendment, Chapter 5, Enterprise Zone, Sections 5-5 and 5-6, Revise Incentives

Mr. Douglas Powell, Assistant Manager of Community Services, stated that the proposed amendment would allow the real estate rehabilitation incentive and the machinery and tools incentive to be processed by the Industrial Development Authority.

Staff recommended approval of the ordinance amendment.

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

Mr. DePue made a motion to approve the ordinance amendment.

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

G. PUBLIC COMMENT

1. Mr. Ed Oyer, 139 Indian Circle, read from a General Assembly report that "...we believe that more funding is an end in itself and don't make new promises until you keep your old ones..." Mr. Oyer spoke highly of the Governor's School and invited Board members to visit 121 Indian Circle and observe the view from the backyard.

2. Mr. Gary Massie, 8644 Merry Oaks Lane, asked that the Board to consider perimeter buffering for telecommunications towers rather than immediately adjacent, and to review bond requirement for removal of towers not in service.

Mr. Magoon responded that Mr. Wanner would have staff explore that option.

H. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Wanner reported Doug Morrow had been selected as the Director of Code Compliance; James City County was selected for the feature story in Virginia Town and City published by Virginia Municipal League and James City County had been selected by the Virginia Review magazine for this month's focus jurisdiction; and that the memorandum the Board requested addressing setback issues had been provided to Mr. Ed Oyer.

He recommended an executive session pursuant to Section 2.1-344(A)(1) to consider a personnel matter, appointment of individuals to County boards and/or commissions. Mr. Wanner recommended a recess of the regular meeting for a James City Service Authority meeting and then convene into a work session on District Park Development.

I. BOARD REQUESTS AND DIRECTIVES

Mr. Magoon recessed the Board for a James City Service Authority meeting at 7:48 p.m.

Mr. Magoon reconvened the Board at 8:01 p.m.

WORK SESSION - District Park Development

Mr. Anthony Conyers, Manager of Community Services, and Mr. Needham Cheely, Director of Parks and Recreation, outlined the report and the draft concept plans for the Hotwater/Cole and Warhill sites.

Board and staff discussion followed regarding that the Warhill site could be ready for community use in a shorter period of time; consideration of other long-term uses; being environmentally sensitive to nature, the beaver problems; and concerns about traffic at the Longhill Road entrance.

Mr. Sisk made a motion to authorize staff to proceed with development of the design and bid documents for Phase I.

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

Mr. Magoon made a motion to go into executive session as recommended by the County Administrator, at 8:45 p.m.

Mr. Magoon reconvened the Board at 9:14 p.m.

Mr. DePue left the meeting.

Mr. Magoon made a motion to approve the executive session resolution.

On a roll call, the vote was: AYE: Edwards, Taylor, Sisk, Magoon (4). NAY: (0). ABSENT: DePue.

RESOLUTION**CERTIFICATION OF EXECUTIVE MEETING**

WHEREAS, the Board of Supervisors of James City County, Virginia, (Board) has convened an executive meeting on this date pursuant to an affirmative recorded vote and in accordance with the provisions of the Virginia Freedom of Information Act; and

WHEREAS, Section 2.1-344.1 of the Code of Virginia requires a certification by the Board that such executive meeting was conducted in conformity with Virginia law.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby certifies that, to the best of each member's knowledge: i) only public business matters lawfully exempted from open meeting requirements by Virginia law were discussed in the executive meeting to which this certification resolution applies; and, ii) only such public business matters as were identified in the motion convening the executive meeting were heard, discussed or considered by the Board.

Mr. Edwards made a motion to reappoint Joe Poole to the Planning Commission for a 4-year term, term expiring January 31, 2001.

On a roll call, the vote was: AYE: Edwards, Taylor, Sisk, Magoon (4). NAY: (0). ABSENT: DePue.

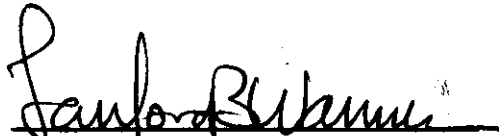
Mr. Magoon made a motion to reappoint Willafay McKenna as an At-Large Member to the Planning Commission for a 4-year term, term expiring January 31, 2001.

On a roll call, the vote was: AYE: Edwards, Taylor, Sisk, Magoon (4). NAY: (0). ABSENT: DePue.

Mr. Magoon made a motion to recess until Tuesday, March 22, 1997, at 5:00 p.m. for a work session.

On a roll call, the vote was: AYE: Edwards, Taylor, Sisk, Magoon (4). NAY: (0). ABSENT: DePue.

The Board recessed at 10:50 p.m.



Sanford B. Wanner
Clerk to the Board

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**MEMORANDUM OF AGREEMENT
BETWEEN
PENINSULAS PARAMEDIC PROGRAM AT RIVERSIDE
and
JAMES CITY COUNTY
FIRE DEPARTMENT**

This Agreement between PENINSULAS PARAMEDIC PROGRAM AT RIVERSIDE and the JAMES CITY COUNTY FIRE DEPARTMENT (hereinafter referred to as the "JCCFD") is to establish procedures and guidelines for use of facilities and equipment and participation of selected personnel in the education of Paramedic Program students.

The Paramedic Program wishes to provide a state approved program of study in Emergency Medicine for qualified students preparing for Emergency Medicine careers as paramedics; and the JCCFD recognizes the need for providing the community, which it undertakes to serve, and where the need exists, with adequate emergency medical services. Therefore, the two parties agree to cooperate to furnish field internship to Emergency Medicine students enrolled in the Paramedic Program.

In consideration of the stated mutual agreements, the Paramedic Program and the JCCFD agree as follows:

1. **Responsibilities of the Peninsulas Paramedic Program at Riverside - The Peninsulas Paramedic Program at Riverside will:**
 - A. Assume overall academic responsibility for planning and implementing didactic and clinical components of the educational program in emergency medicine.
 - B. Appoint an Educational Coordinator of the program to plan and coordinate the academic and clinical education portions of the program of study and to act as liaison with the JCCFD.
 - C. Refer to the JCCFD only those students who have satisfactorily completed prerequisite clinical and didactic portions of the curriculum.
 - D. Be responsible for the determination of a student's final grade.
 - E. Notify the JCCFD in writing of the dates and times of the planned schedule of student assignments, the names of the assigned students, the level of academic and pre-clinical preparation, and necessary evaluation forms.
 - F. Provide the JCCFD with a Field Preceptor's Handbook containing course descriptions and objectives for the Paramedic Program course of study.
 - G. Maintain ongoing communication with the JCCFD on items pertinent to field education. Such communication may include, but not be limited to, on-site visits to the JCCFD, telephone communication, field preceptor meetings, and the provision of educational materials relevant to the educational program.
 - H. Advise the students assigned to the JCCFD of their responsibility for complying with the existing policies, procedures, rules and regulations of the JCCFD. A copy of such policies, procedures, rules and regulations will be provided in advance to the Paramedic Program for dissemination to the students.
 - I. Insure that students have met the health requirements of the JCCFD.
 - J. Provide, through Riverside Health System, professional liability insurance in an

amount of not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (3,000,000) per aggregate. Such insurance shall, to the extent permitted by law and subject to the terms of the policy, insure against malpractice loss, claim, damage, liability, cost and expense, solely attributable to the negligence of Peninsulas Paramedic Program at Riverside or its students and faculty in connection with the operation of the Peninsulas Paramedic Program at Riverside. Nothing in this paragraph, nor in this agreement, shall be interpreted to waive the sovereign immunity of the Commonwealth, except as explicitly authorized by the Virginia General Assembly. It is further understood that neither party hereto voluntarily assumes any liability for the acts or omissions of the students while participating in this program.

- K. Provide the JCCFD with evidence that all Peninsulas Paramedic Program at Riverside affiliated faculty and students have a current CPR certification, and meet health policies of the JCCFD.

2. **Responsibilities of the JCCFD - The JCCFD will:**

- A. Have ultimate responsibility for patient care. In any dispute or questions regarding patient care related issues, the JCCFD shall have final authority.
- B. Provide the physical facilities, including use of classrooms, emergency vehicles, conference rooms and medical library when available, clinical equipment and patients to conduct the clinical education portion of the Peninsulas Paramedic Program at Riverside in accordance with the program objectives.
- C. Designate qualified field preceptors to serve as the coordinators of field education for the JCCFD and to act as liaison with the Educational Coordinator, Paramedic Program.
- D. Provide the assigned students with an orientation to the JCCFD and provide each student with pertinent policies, procedures, rules and regulations.
- E. Provide each student with a planned supervised program of field experience, including treatment of patients, patient record keeping and other assigned duties. Such supervision shall be the responsibility of a field preceptor.
- F. Provide counseling and guidance of students on a regular basis regarding their performance in the planned, supervised program of field experiences with the JCCFD.
- G. Evaluate the performance of the assigned student/s midway through and upon the completion of the field experiences, in writing using forms provided or approved by the Peninsulas Paramedic Program at Riverside. Evaluation materials will be forwarded or delivered to the Educational Coordinator, Peninsulas Paramedic Program at Riverside within one week following conclusion of the affiliation with the JCCFD.
- H. Advise the Educational Coordinator, Peninsulas Paramedic Program at Riverside at the earliest possible time of any serious deficiency noted in an assigned student's performance. It will then be the mutual responsibility of the student, JCCFD, and Educational Coordinator, to devise a plan by which the student may be assisted toward achieving the stated objectives of the affiliation.
- I. The JCCFD reserves the right to supervise, and suspend for cause, any assigned

student for conduct or performance deemed inappropriate or inconsistent with the JCCFD's standards of operation. The JCCFD will notify the Educational Coordinator at the earliest possible time of such action.

- J. Advise the Educational Coordinator at the earliest possible time of any changes in its operation, policies, or personnel which may affect field internship.
- K. Reserve the right to request the withdrawal from the affiliation, any student whose health or performance is a detriment to patient well-being or to the achievement of the stated objectives of the affiliation.
- L. Advise the Educational Coordinator of benefits available to students which may include, but are not limited to, housing, meals, and stipends.
- M. Provide the Educational Coordinator with information regarding the availability of and financial responsibility for emergency care for students while participating in field internship.

3. **Responsibilities of the Student - The student will:**

- A. Comply with applicable policies, procedures, rules and regulations of the JCCFD and the Peninsulas Paramedic Program at Riverside, copies of which shall be provided to the student.
- B. Demonstrate professional behavior appropriate to the environment of the JCCFD, including protecting the confidentiality of patients and maintaining high standards of patient care.
- C. Maintain personal health insurance or be responsible for medical expenses incurred during a clinical affiliation.
- D. Make appropriate arrangements for transportation to and from the JCCFD; housing if necessary, and assuming any travel or living expenses incurred in relation to field internship.
- E. Evaluate the field internship using forms provided by the Paramedic Program and/or the JCCFD.

4. **Mutual Responsibilities of the Peninsulas Paramedic Program at Riverside and the JCCFD - The Peninsulas Paramedic Program at Riverside and the JCCFD shall:**

- A. Determine the number of students assigned to the JCCFD.
- B. Not unlawfully discriminate against any employee, applicant or student enrolled in their respective programs because of sex, race, religion, color, national origin, age, disability, or marital status.
- C. This Agreement shall be effective upon its execution and shall continue until November 1999. It shall be renewed for additional three-year periods upon written agreement of the parties. Either party may discontinue the agreement with a minimum of one year advance notice.
- D. The Peninsulas Paramedic Program at Riverside and JCCFD shall each be responsible for reviewing this Agreement yearly and indicating their willingness to continue the agreement by a letter with the dated signatures of the responsible persons.
- E. Neither party hereto assumes liability for the acts or omissions of any third person

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**SCHOOL RESOURCE OFFICER PROGRAM
BETWEEN JAMES CITY COUNTY
AND THE WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS**

This agreement is made as of the 21st day of January, 1997, by and between James City County, Virginia, ("the County"), and the Williamsburg-James City County Public Schools ("WJC Schools").

Introduction

The primary purpose of the School Resource Officer Program is to enhance positive communications and to build trust with students in the WJC Schools community. The program is a joint educational venture to enhance the safe schools learning environment supported by WJC Schools and the County.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the County agrees to employ a School Resource Officer (one full-time equivalent position) to perform the duties described in this agreement, according to the terms and conditions set out below:

I. County Obligation

1. Upon the full approval and execution of this agreement by the County and WJC Schools, and appropriation by the County of funds necessary to pay the costs associated therewith, the County, upon the recommendation of the Superintendent of Schools, shall assign a full-time trained Police Officer (full-time or equivalent) to work out of Lafayette and Jamestown High Schools on such days as WJC Schools are in regular session. The Officer shall be made available to perform the duties described herein no later than the opening day of school for the 1997-98 school year now scheduled to begin in September, 1997.
2. Prior to being assigned to duties with WJC Schools, the Officer shall be certified as a law enforcement Officer through the Virginia Department of Criminal Justice Services (DCJS) and shall have obtained such other training as is usual and customary for Officers in the James City County Police Department.
3. The County shall bear the costs associated with the employment of the Officer (full-time equivalent), including the costs of salary, overtime, training, car, radio, uniform, other equipment, employer's contribution to the employee's pension plan, employee's medical care plan, employee's life insurance policy, etc.
4. The Officer shall be at Lafayette or Jamestown High Schools on days when students are in session during the regular academic school term. The Officer shall be in uniform as may be directed by the Chief of Police. Whenever practical, the Officer will be on site prior to the arrival of students and after they have left for the day. The Officer's hours will be flexible, subject to approval of the Chief of Police, in order to carry out the purpose of the program as outlined in Section III of this agreement. From time to time, the Officer may work at other schools in WJC Schools as assigned by the Chief of Police with prior approval of the Superintendent of Schools.
5. On days when students are not in session, the Chief of Police shall assign the Officer to such duties as the Chief of Police deems appropriate.

II. WJC Schools Obligation

1. The WJC Schools shall provide the Officer with the following: an office at the high schools during the regular school year; office equipment and supplies; telephone, textbooks, and related curriculum materials for classes; teaching supplies; and such other materials as may be necessary for the Officer to carry out the educational duties assigned.
2. On a school-day to school-day basis, the Officer shall work in cooperation with and under the direction of the High School Principal as a member of the school's staff. The Officer remains the employee of the County and as such is ultimately supervised, evaluated, and directed by the Police Chief.

III. Purpose of the School Resource Officer Program

1. The program focuses on developing rapport with students, presenting information to students on various crime prevention subjects, providing law enforcement resource assistance to school personnel, parents, and students, and identifying and counseling problem youth, thereby diverting them from the juvenile justice system. Through these activities, the program helps students, parents, and educators to develop a better understanding of the role of the law enforcement Officer and to create a more positive concept of our legal and judicial system.
2. The Officer provides educational benefits to students by teaching curriculum units and provides classroom presentations and assemblies covering topics such as law education, legal systems, substance abuse, sexual harassment, child abuse, crime awareness and prevention, safety, and community policing activities.
3. The Officer provides discussion and counseling services through classroom, small group, and individual sessions with students and conferences with parents in those matters pertaining to law enforcement. Non-law enforcement issues will be referred to the High School Principal.
4. The Officer builds rapport and trust with students by maintaining a high level of visibility on campus during the regular school day and by attending such activities as athletic events, school dances, student clubs and activities, field trips, PTSA meetings, back-to-school nights, and other special programs as requested by the High School Principal. Such assignments will be part of the Officer's regular duties as much as possible in order to avoid the need for overtime compensation.
5. The Officer will be available to school administrators as an educational resource for assistance in understanding the application and enforcement of criminal laws.
6. The Officer shall respond to emergency situations as requested by the High School Principal. The Officer shall respond in a customary manner according to the Officer's training and standard law enforcement techniques to criminal activity which is observed or suspected by the Officer. The Officer will not become involved in disciplinary actions taken against students for violations of the student discipline code, nor in the procedural aspects of the enforcement of the student discipline code such as searches of students or interviews with students by administrative staff, but nonetheless will not be prevented from enforcing applicable criminal laws where a violation of the student discipline code amounts to a violation of the criminal law.

IV. Planning Meetings


The Police Chief and Superintendent of Schools shall make themselves or their representatives available periodically for joint meetings as may be requested by either party for the purpose of resolving any issues which may arise with respect to the administration and execution of this joint agreement.

V. Term of Agreement

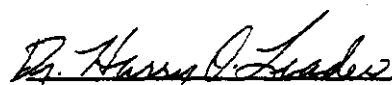
The term of this agreement shall be for one (1) year beginning July 1, 1997, through June 30, 1998, unless otherwise extended by the parties. Notwithstanding anything in this agreement to the contrary, this agreement automatically terminates in the event that, in any fiscal year, the County fails to appropriate funds sufficient to meet the costs of this program. In addition, this agreement may be terminated at any time by 15 days written notice of either party to the other.

James City County, Virginia

Williamsburg-James City County
Public Schools



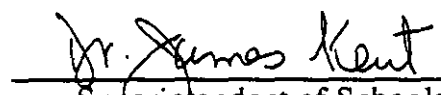
Chair, James City County
Board of Supervisors



Chair, Williamsburg-James City
County School Board

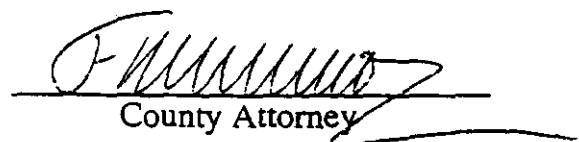


Police Chief



Superintendent of Schools

Approved as to Form:



County Attorney

Form SR-5(A) (2/1/81)



ADDITIONS FORM SR-5(A) - Proposed Additions to the Secondary System of State Highways

Attachment to one Board of Supervisors Resolution Surety Dated:

Attachment 1 of 1

Name of Subdivision: Mirror Lake Estates

James City County

Ref. No.	Name of Street (Required Data Field)	Street Addition Termini	R-O-W Width (ft)	Miscellaneous Notes	Centerline Length (mi)
1	Point O'Woods Road	From: Route 1647 To: Route 607 Plat Recorded Date: 03/09/89 Plat Book: 50 Page 50	50	# Occupied Dwl. Other Service: Collector road Description:	0.57
2		From: To: Plat Recorded Date: Plat Book: Page		# Occupied Dwl. Other Service: Description:	
3		From: To: Plat Recorded Date: Plat Book: Page		# Occupied Dwl. Other Service: Description:	
4		From: To: Plat Recorded Date: Plat Book: Page		# Occupied Dwl. Other Service: Description:	
5		From: To: Plat Recorded Date: Plat Book: Page		# Occupied Dwl. Other Service: Description:	
6		From: To: Plat Recorded Date: Plat Book: Page		# Occupied Dwl. Other Service: Description:	
7		From: To: Plat Recorded Date: Plat Book: Page		# Occupied Dwl. Other Service: Description:	
Total Mileage					0.57

Notes: Guaranteed width of right of way exclusive of any necessary easements for cuts, fills, and drainage.

Magisterial District: Stonehouse

<p>CERTIFICATION OF ATTACHMENT (by county clerk or surety agent)</p> <p>This attachment is certified a part of the document <input checked="" type="checkbox"/> above</p> <p><i>John Beckman</i> COUNTY ADMINISTRATOR</p> <p>(Name and Title)</p>

**COUNTY - STATE AGREEMENT FOR
MAINTENANCE OF POINT-O-WOODS ROAD OVER A DAM**

THIS AGREEMENT FOR MAINTENANCE OF POINT-O-WOODS ROAD OVER A DAM, made this 25th day of February, 1997, by and between JAMES CITY COUNTY, party of the first part (hereafter "County"); and the COMMONWEALTH OF VIRGINIA, DEPARTMENT OF TRANSPORTATION, party of the second part (hereafter "Department");

WHEREAS, the County approved plans for a subdivision that is shown on a plat entitled a Plat for Right-of-Way Dedication to James City County which was recorded March 9, 1989 in plat book 50, page 50, in the Clerk's Office of the Circuit Court, a copy of which is incorporated herein as Exhibit A;

WHEREAS, said plat shows areas dedicated to the public, including an area reserved for the construction of a dam, that will retain a body of water referred to as Mirror Lake and over which a road named Point O'Woods Road is to be or has been constructed;

WHEREAS, there is an acceptable and perpetually maintained means of alternative access to said improvements in the event the road over the dam becomes impassable;

WHEREAS, in accordance with the Code of Virginia, Section 15.1-478, recording the described plat transfers to the County, in fee simple, all portions set apart for streets, alleys, and areas for public use; and

WHEREAS, the County will petition the Department to maintain the roadway crossing the dam as a part of the Secondary System of State Highways.

NOW, THEREFORE, THIS AGREEMENT FOR MAINTENANCE

W I T N E S S E T H:

In consideration of the acceptance of this Agreement by the parties hereto: and

In consideration of the County's request that the roadway over the dam be maintained as a part of the Secondary System of State Highways; and

In consideration of the Department's acceptance of responsibility to maintain the roadway facility (as defined herein) over the dam;

The parties hereto agree:

1. The roadway facility constructed over the dam is defined as the pavement base and surface courses, the shoulders, the roadway drainage facilities, and the guard rails.
2. The County agrees that the Department will have all rights necessary to maintain the roadway, including access to the dam and surrounding areas.
3. The County agrees the Department has no obligation to maintain, repair or replace the dam, and no liability for damages resulting from the dam or its failure and agrees it will not seek indemnification or contribution from VDOT to correct any damages arising from improper maintenance or construction of the dam.
4. The County agrees that the expenditure of State funds to maintain the roadway shall not obligate the State to maintain or reconstruct the dam or to correct any damages caused by the dam or its failure.
5. The County agrees to notify the Resident Engineer for the Department of any detrimental condition associated with the dam reported by any source, and of the plans, schedule and parties responsible for correcting of the condition.
6. The County agrees that all work to the dam will be conducted in a manner that minimizes interference with the flow of traffic and the rights of the Department.
7. The County agrees that drainage of water from the roadway to the lake, and other areas not specifically named herein, is an element of maintaining the roadway and damages resulting from that drainage shall not obligate the State in any way.
8. By executing this Agreement, the County certifies that it has reviewed and filed the plans and specifications for the dam, including appurtenances, and that the design conforms to prevailing engineering principles applicable to the design of dams.
9. By executing this Agreement, the County certifies that the construction of the dam and its appurtenances, have been inspected by or for the County, and that the construction fully complies with the approved plans and specifications.
10. The Department agrees that the County shall have access to the roadway to maintain, repair, or replace the dam, subject to reasonable notice to the Resident Engineer.
11. The Department agrees that responsibility to maintain the roadway will become effective on the date the roadway is accepted for maintenance as part of the Secondary System of State Highways.
12. The Commonwealth Transportation Board, in the sole opinion and determination of the Commonwealth Transportation Commissioner, may discontinue maintenance of the


roadway over the dam if the condition of the dam threatens the integrity of the roadway or the ordinary and regular travel over the roadway, or in the event that maintenance and repair of the roadway becomes impractical. Maintenance of the roadway may cease on the date of such determination.

- 13. The Commonwealth Transportation Commissioner may close the road over the dam as the Commissioner deems necessary for the safety of the traveling public or to proper completion of work.

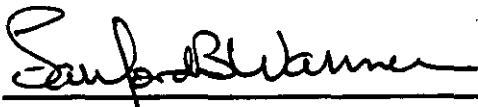
Witness the following signatures and seals:

Approved as to Form:

COUNTY OF JAMES CITY, VIRGINIA



 County Attorney

By: 

 Sanford B. Wanner
 County Administrator

Office of the Attorney General

COMMONWEALTH OF VIRGINIA
DEPARTMENT OF TRANSPORTATION

is the Page (KMS 2/93)

 Approved

By: 

 Title: Commissioner

I certify this is a true copy of an agreement executed the 2nd day of September, 1997 by officials of James City County and the Virginia Department of Transportation.

 My Commission expires: April 1, 2001
 9-4-97
 D

COMMONWEALTH OF VIRGINIA
COUNTY OF James City to wit:

The foregoing instrument was acknowledged before me this 25th day of February
1997, by Sanford B. Wanner
(Title) County Administrator, on behalf of the Board of Supervisors of James City County.

My Commission expires: October 31, 1997

Mary Frances Rieger
NOTARY PUBLIC

COMMONWEALTH OF VIRGINIA
CITY OF RICHMOND, to-wit:

The foregoing instrument was acknowledged before me this 2nd day of September
1997, by David R. Gehr, Commissioner,
on behalf of the Commonwealth of Virginia, Department of Transportation.

My Commission expires: June 30, 1999

Margaret M. Bedford
NOTARY PUBLIC

This Agreement prepared by:
Leo P. Rogers
Deputy County Attorney
James City County
101-C Mounts Bay Road
Williamsburg, VA 23185

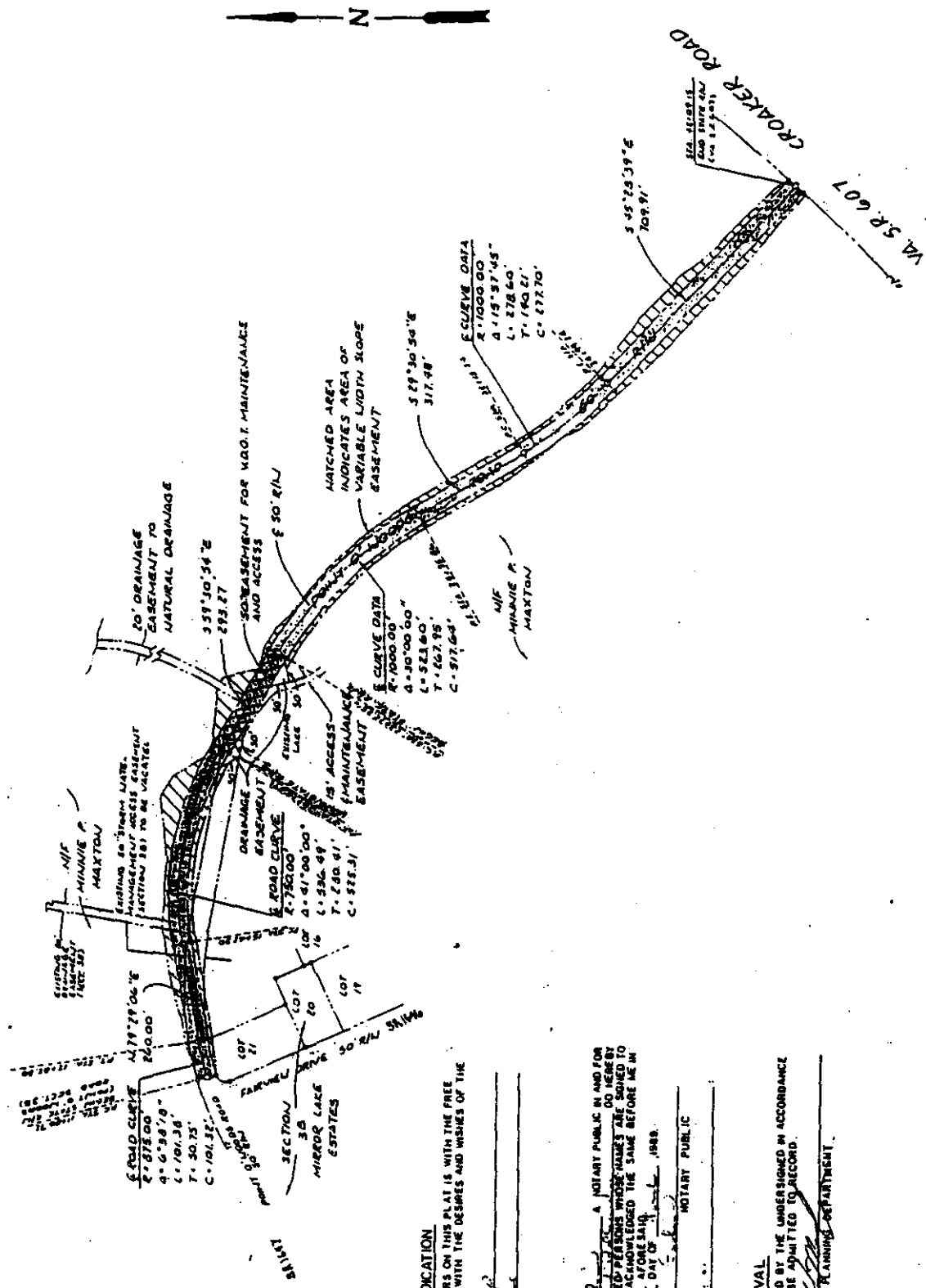
mirorlak.agr

I certify this is a true copy of an agreement executed the 2nd day of September, 1997 by officials of James City County and the Virginia Department of Transportation.

My Commission expires: April 30, 2001

Date: 9-4-97

Jane P. Gero
Notary Public



OWNERS CONSENT & DEDICATION
 THIS DEDICATION AS APPEARS ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES AND WISHES OF THE UNDERSIGNED OWNERS

NOTARIZATION
 I, _____, A NOTARY PUBLIC IN AND FOR THE STATE OF _____, DO HEREBY CERTIFY THAT THE ABOVE NAMED PERSONS WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING HAVE ACKNOWLEDGED THE SAME BEFORE ME IN MY STATE AND GIVEN UNDER MY HAND THIS 11th DAY OF _____, 1988.

CERTIFICATE OF APPROVAL
 THIS DEDICATION IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH REGULATIONS AND MAY BE ADMITTED TO RECORD.
 DATE: 3/2/88
 PLANNING DEPARTMENT

3/2/88
 411
 0

1840356

1 OF 1

DATE 10/10/89 DESIGNED P.O.S. DRAWN P.O.S. SCALE 1"=200'

DJO

THE DYOUNG-JOHNSON GROUP, INC.
 ENGINEERS ARCHITECTS SURVEYORS

P.O. BOX 197 WILLIAMSBURG, VIRGINIA 23187 (804) 251-0571

A PLAT FOR RIGHT-OF-WAY DEDICATION
 JAMES CITY COUNTY
 JAMES CITY COUNTY

FEB 25 1997

ORDINANCE NO. 192A-1

BOARD OF SUPERVISORS
JAMES CITY COUNTY
VIRGINIA

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 5, ENTERPRISE ZONE, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, BY AMENDING SECTION 5-5, LOCAL ENTERPRISE ZONE INCENTIVES; AND SECTION 5-6, APPLICATION.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 5, Enterprise Zone, is hereby amended and reordained by amending Section 5-5, Local enterprise zone incentives; and Section 5-6, Application.

CHAPTER 5. ENTERPRISE ZONE

Sec. 5-5. Local enterprise zone incentives.

(a) *Business real estate improvement/rehabilitation grant.* ~~Qualified firms located within the enterprise zone shall be eligible to receive a five year declining real estate tax exemption on the increase in real estate tax resulting from rehabilitation of commercial and industrial real estate and facilities which qualify under the provisions of Virginia Code section 58.1-3221, as amended. In the tax year after completion of rehabilitations, renovation or replacement, the business firm shall be eligible for a 50 percent exemption from the real property tax increase due to the increase in assessed value. The exemption shall be 40 percent, 30 percent, 20 percent, and ten percent for each successive tax year. Qualified firms located within the enterprise zone may be eligible to receive from the Industrial Development Authority a five year declining grant as an incentive to the firm to invest in the new construction or rehabilitation of commercial and industrial facilities.~~


Ordinance to Amend and Reordain
Chapter 5. Enterprise Zone
Page 2

(b) *Machinery and tools and/or business personal property investment grant.* ~~Business firms qualifying under the capital investment criteria shall be eligible for a five-year declining tax exemption for the tax amount attributable to increased capital investment. In the first tax year after application approval, the business firm shall be entitled to a 50 percent exemption. The exemption shall be 40 percent, 30 percent, 20 percent, and ten percent for each successive tax year. Business firms qualifying under the capital investment criteria may apply to the Industrial Development Authority for a five-year declining grant to compensate the firm for the amount attributable to the increased capital investment.~~


Sec. 5-6. Application.

Any business firm seeking to receive local enterprise zone incentives shall make application to the enterprise zone administrator on forms provided by the enterprise zone administrator. *The enterprise zone administrator shall then forward the application with a recommendation to the Industrial Development Authority which will then determine whether the applicant will be awarded a grant or grants from the Industrial Development Authority.* The enterprise zone administrator may require the business firm to provide documentation establishing that said business firm has met the requirements for the receipt of local enterprise zone incentives. Failure to provide requested documentation shall result in a denial of the business firm's application for local incentives. The enterprise zone administrator may require the business firm to provide additional documentation from time to time to assure that said business firm retains the requisite qualifications for the receipt of local enterprise zone incentives. In the event that any business firm shall fail to maintain the requisite qualifications for the receipt of local enterprise zone incentives, the enterprise zone administrator shall inform the business firm in writing that it is no longer qualified for the receipt of local incentives, and shall send a copy of said notice to the county administrator and IDA Chairman.

Ordinance to Amend and Reordain
Chapter 5. Enterprise Zone
Page 3


Robert A. Magoon, Jr., Chairman
Board of Supervisors

ATTEST


Sanford B. Wanner
Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
EDWARDS	AYE
TAYLOR	AYE
SISK	AYE
DEPUE	AYE
MAGOON	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 25th day of February, 1997.

entrzone.ord