

AT A REGULAR MEETING OF THE BOARD OF DIRECTORS OF THE JAMES CITY SERVICE AUTHORITY, JAMES CITY COUNTY, VIRGINIA, HELD ON THE 8TH DAY OF JULY NINETEEN HUNDRED EIGHTY-FIVE AT 7:04 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

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

James B. Oliver, Jr., Secretary
 John E. McDonald, Treasurer
 Frank M. Morton, III, County Attorney
 Wayland N. Bass, Consulting Engineer

B. MINUTES - June 24, 1985

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

The motion passed by a unanimous voice vote.

C. BOARD CONSIDERATIONS

1. First Colony Estates Subdivision - Extension of 12-inch Water Transmission Main

Mr. Brown inquired if there was a storage tank in the area.

Mr. Wayland Bass stated there were none in the area, but one was proposed in the Mid-County Park.

Mr. Edwards inquired if an 8-inch pipe would be sufficient for domestic purposes.

Mr. Wayland Bass responded yes, but indicated a 12-inch pipe would give fire flow protection the 8-inch would not.

Mr. Edwards inquired if the developer was paying full construction costs for an 8-inch pipe but not donating funds toward additional water improvements.

Mr. Wayland Bass stated that was correct, but further stated that after the developer had recovered his costs from system charges, all other system charges would be collected by the Authority and could be used for water system improvements.

Mr. Taylor made a motion to adopt the resolution.

The motion passed by a unanimous voice vote.

RESOLUTION

FIRST COLONY ESTATES WATER EXTENSION AGREEMENT

WHEREAS, the Board of Directors of the James City Service Authority desires to extend water mains as recommended in the master water plan within the primary service area; and

WHEREAS, the developer of First Colony Estates Subdivision has agreed to construct a 12-inch water main from Drummond's Field to John Tyler Highway on Greensprings Road.

NOW, THEREFORE, BE IT RESOLVED that the Chairman and Secretary to the Board of Directors are hereby authorized and directed to execute an agreement with the developer of said subdivision.

BE IT FURTHER RESOLVED that the Board of Directors hereby appropriates \$40,000 from the Utility Capital Contingency Account to the First Colony Estates Water Transmission Extension Capital Project Fund for increasing the diameter of said water transmission main from 8-inch to 12-inch.

BE IT FURTHER RESOLVED that the Board of Directors hereby authorizes and directs the Secretary to the Board to execute all contracts necessary to construct said water main.

2. Permanent Financing - James Terrace Water Project

Mr. John McDonald, Director of Financial and Management Services, requested the Board to adopt the package, stating the package would complete FmHA requirements.

Mr. DePue made a motion to adopt both resolutions.

The motion passed by a unanimous voice vote.

RESOLUTION

JAMES CITY SERVICE AUTHORITY RESOLUTION OF INTENT TO AWARD
A CONTRACT FOR JAMES TERRACE WATER TRANSMISSION MAIN - SECTION III

WHEREAS, the James City Service Authority received approval of a \$200,000 loan for the James Terrace water transmission main from the Farmers Home Administration; and

WHEREAS, the FmHA approved the use of those funds for the James Terrace water transmission main and has approved plans and specifications for that waterline, and

WHEREAS, the James City Service Authority has appropriated the additional funds needed for the waterline construction, and

WHEREAS, bids received for Section III on March 11, 1985 reflected a low bid of \$349,683.42 from Richard L. Crowder Construction, Inc., of Petersburg, Virginia, and

WHEREAS, the consulting engineer and the Authority staff have investigated the reputation and qualifications of Richard L. Crowder Construction, Inc., and have found the firm to be reputable and reliable; and

NOW, THEREFORE, BE IT RESOLVED that the James City Service Authority Board of Directors approves the award of the contract for the James Terrace Water Transmission Main - Section III to Richard L. Crowder Construction, Inc., on the basis of their bid of \$349,683.42 with final review and approval of the award by the Farmers Home Administration.

BE IT FURTHER RESOLVED that James B. Oliver, Jr., Secretary to the Board, is hereby authorized to execute a contract between the James City Service Authority and Richard L. Crowder Construction, Inc., on the basis of this award, with final review and approval of the contract by the Farmers Home Administration.

RESOLUTION

WHEREAS, the Board of Directors of the James City Service Authority has found it desirable to construct public water improvements in the James Terrace community of James City County by using loan funds that are available from the Farmers Home Administration; and

WHEREAS, the Board of Directors is desirous of taking whatever steps are necessary to facilitate the closing of the Farmers Home Administration loan and grant for the project.

NOW, THEREFORE, BE IT RESOLVED that in order to facilitate obtaining financial assistance from the United States of America, acting through the Farmers Home Administration, the governing body does hereby adopt and abide by the covenants contained in the following agreements:

1. Form FmHA 400-4. Assurance Agreement
2. Form FmHA 400-1. Equal Opportunity Agreement
3. Form FmHA 442-47. Loan Resolution

BE IT FURTHER RESOLVED that said Board agrees that any and all requirements, direct or indirect, established by the Farmers Home Administration through the Letter of Conditions issued to the James City Service Authority and dated November 15, 1984 shall be complied with.

BE IT FURTHER RESOLVED that the Chairman and/or Vice-Chairman and Secretary of the Board of Directors are hereby authorized and directed to execute whatever documents are necessary to meet conditions set forth in the said Farmers Home Administration letter, including but not limited to debt instruments and security instruments.

D. BOARD REQUESTS AND DIRECTIVES

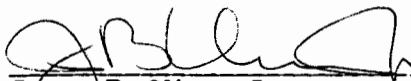
Mr. Mahone inquired why Newport News was drilling test wells at Little Creek Reservoir.

Mr. Brown and Mr. Edwards will discuss this issue with Newport News at the next meeting to be held on August 7, 1985.

Mr. Edwards made a motion to adjourn.

The motion passed by a unanimous voice vote.

The Service Authority **adjourned** at 7:24 p.m.


James B. Oliver, Jr.
Secretary

JBO/jhw
BOS 11

AGREEMENT

DAVID M. MURRAY/JAMES CITY SERVICE AUTHORITY

WATER LINE EXTENSION FROM DRUMMOND'S FIELD TO JOHN TYLER HIGHWAY

WHEREAS, DAVID M. MURRAY (Murray) and the JAMES CITY SERVICE AUTHORITY (Authority) are desirous of reaching agreement on the provision of Authority water to that certain parcel of land located on Green Springs Road containing 158 acres and referred to as First Colony Estates, which parcel is situated in the primary service area of the County; and

WHEREAS, the Authority water line currently terminates at Drummond's Field Subdivision, located on Green Springs Road, and

WHEREAS, it is the desire of Murray to extend off-site the Authority's water line from its current terminus on Green Springs Road at Drummond's Field,

NOW THEREFORE THIS AGREEMENT WITNESSETH that for and in consideration of the mutual promises hereinafter made and the payment of the sum of TEN DOLLARS (\$10.00) from Murray to Authority, the Authority and Murray agree as follows with respect to the off-site extension of the Authority's water line:

1. Murray agrees to pay for installing of the water line from Drummond's Field along Green Springs Road approximately 7,000 feet to John Tyler Highway.
2. Authority agrees to pay FORTY THOUSAND DOLLARS (\$40,000) when installation and dedication is completed by Murray.
3. Murray agrees to donate or acquire and donate all right-of-way for said water transmission main.

4. Murray shall build or cause to be built a 12-inch off-site water transmission main from its current terminus at Drummond's Field, along Green Springs Road to its intersection with John Tyler Highway.
5. Engineering design, working drawings and specifications shall be subject to the review and approval of the Authority and shall be in accordance with the standards, specifications and regulations of the Authority.
6. Prior to recordation of the First Colony Estate plat, Murray shall demonstrate to the satisfaction of the Authority that he can obtain and dedicate all right-of-way for said transmission main.
7. Murray shall be entitled to refunds under terms and conditions set forth in Section 28 of Regulations Governing Utility Service, on the following off-site extensions of the water line:
 - a. Full refund for connections to the off-site water line from Drummond's Field to John Tyler Highway;
 - b. Refunds for connections to the off-site water line from the point in a. above, along Route 5, provided, however, Murray actually extends the water line beyond the point in a. above, under terms and conditions set forth below.
 - (1) If Authority or another developer desires to make the off-site water extension from the point in a. above, along Route 5, then Murray shall be given first option to make or cause such off-site extension to be made. The Authority shall advise Murray of the proposed off-site extension in

writing, and Murray shall have 60 days from the date of the letter informing him of same to accept or decline responsibility for the proposed extension. If Murray desires to extend the off-site water line, an agreement shall be entered into between Murray and the Authority under terms and conditions substantially similar to those set forth herein. Such an agreement shall be executed within 15 days of Murray accepting responsibility for the off-site extension.

(2) If Murray declines to accept responsibility for extending the off-site waterline from the point in a. above, along Route 5, the Authority shall be entitled to extend the line or enter into agreement(s) with other developers for the off-site extension(s) and no refunds shall be due Murray for such extension(s).

8. Murray shall satisfactorily complete said 12-inch water transmission main and dedicate same along with the necessary right-of-way or easements to the Authority by March 31, 1986, or this agreement shall expire and all obligations set forth herein shall be null and void.