

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, AND AT A SPECIAL MEETING OF THE BOARD OF DIRECTORS, JAMES CITY SERVICE AUTHORITY, HELD ON THE TWENTY-EIGHTH DAY OF JUNE, NINETEEN HUNDRED EIGHTY-TWO AT 3:00 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

**A. ROLL CALL**

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

James B. Oliver, Jr., County Administrator  
 Frank M. Morton, III, County Attorney  
 Darlene L. Burcham, Assistant to the County Administrator

**B. MINUTES - June 14, 1982**

Mr. Frink asked if there were any corrections or additions to the minutes. As there were none, Mr. Mahone made a motion to approve the minutes. On a roll call, the vote was AYE: Frink, DePue, Edwards, Mahone, Taylor (5). NAY: (0).

**C. HIGHWAY MATTERS**

Mr. Larry Bailey, representing Mr. Frank Hall of the Virginia Department of Highways and Transportation, stated that he had no new business to report.

Mr. Frink requested that they check the left turn signal light at the intersection of Route 199 and Route 60.

**D. CONSENT CALENDAR**

Mr. Frink asked the Board members if they wished to have any items removed from the Consent Calendar. Mr. Taylor requested that item No. 8 be removed. Mr. Frink made a motion to approve all items except No. 8. On a roll call, the vote was AYE: Frink, DePue, Edwards, Mahone, Taylor (5). NAY: (0).

1. Setting Public Hearing Date of July 26, 1982 for:  
Case No. Z-3-82. Alvin P. Anderson  
Case No. SUP-5-82. Alvin P. Anderson
2. Case No. SUP-3-82. Green Springs Mobile Home Estates - Dudley S. Waltrip

**RESOLUTION**

Withdrawal Request for a Special Use Permit

WHEREAS, the applicant, Dudley S. Waltrip, has applied for a Special Use Permit for the expansion of Green Springs Mobile Home Estates; and

WHEREAS, said applicant has requested withdrawal of the application, Case No. SUP-3-82,

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County approves the applicant's request for withdrawal of his application for a Special Use Permit to expand Green Springs Mobile Home Estates.

3. Case No. CUP-27-82. Douglas Powell

## RESOLUTION

CONDITIONAL USE PERMIT

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

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

Applicant:	Douglas Powell
Tax Map I. D.:	(12-2) (3-3)
District:	Stonehouse
Zoning:	A-1, General Agriculture
Permit Term:	The permit term shall expire at the end of six months from the date the mobile home is placed upon the lot or on the date of the certificate of occupancy of the residence to be constructed on the site whichever is first.

Further Conditions: None.

4. Case No. CUP-29-82. Temporary Trailers for the Anheuser-Busch Golf Classic

## RESOLUTION

CONDITIONAL USE PERMIT

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

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

Applicant:	Anheuser-Busch, Inc.
Tax Map I. D.:	(50-4) (1-1)
District:	Roberts
Zoning:	R-4, Planned Community
Permit Term:	N/A
Further Conditions:	1. Trailers shall not be placed on the site earlier than 15 days before the start of the tournament and shall be removed from the site within 10 days after the end of the tournament.

AAJ937

2. The location of each trailer shall be approved by both the Building Official and Fire Marshall prior to the start of the tournament.

3. All necessary permits and appropriate fees shall be paid for electrical connects, etc.

4. Each trailer shall be clearly named or numbered to identify it for County emergency personnel.

5. Notice of intent to renew the permit and an annual fee of \$20 per trailer shall be paid to the County prior to placement of the trailer on the site.

6. The Board of Supervisors may withdraw or amend the terms and conditions of this permit by written notice to Anheuser-Busch, Inc. upon notice of its intention to renew the permit.

5. Case No. CUP-30-82. Philip O. Richardson

R E S O L U T I O N

CONDITIONAL USE PERMIT

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

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

Applicant	Mr. Philip O. Richardson
Tax Map I.D.:	(32-4) (1-26)
District:	Berkley
Zoning:	R-2, Limited Residential
Permit Term:	The permit shall expire upon the completion of construction of the proposed warehouse project in New Quarter Industrial Park or July 1, 1983, whichever is first.
Further Conditions:	Upon receipt of a written request on or before June 1, 1983, the permit may be extended by the Administrator until December 31, 1983.

The mobile home must be located on property as indicated on the attached site plan and in no case closer than 700 feet from Olde Towne Road.

6. Appropriation of Low Income Winterization Assistance Funds

R E S O L U T I O N

APPROPRIATION OF LOW-INCOME

WINTERIZATION ASSISTANCE FUNDS

WHEREAS, the Virginia Association of Community Action Agencies awarded James City County \$16,957.00 for winterization activities

THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia that the \$16,957.00 be appropriated as revenue for the winterization program.

BE IT FURTHER RESOLVED that the County Administrator is hereby authorized to execute the necessary agreements and contracts to carry out eligible winterization activities.

7. Resolution - Certification of Warrants

R E S O L U T I O N

CERTIFICATION OF WARRANTS

WHEREAS, the Board of Supervisors of James City County must certify warrants under the Code of Virginia;

THEREFORE, BE IT RESOLVED, that on a motion made by Abram Frink, Jr. and carried by a majority roll-call vote, the Board of Supervisors of James City County hereby certifies the following warrants for the month of May 1982:

GENERAL FUND	Checks	#10457-104544
	Totalling	\$954,641.10
GENERAL FUND PAYROLL	Checks	#206905-207460
	Totalling	\$234,741.65
SANITARY DISTRICT NO. 1	Checks	#500018-500019
	Totalling	\$2,591.03
SANITARY DISTRICT NO. 2	Checks	#600098-600106
	Totalling	\$1,300.04
SUBDIVISION ESCROW		-0-
COMMUNITY DEVELOPMENT	Checks	#387-393
	Totalling	\$27,847.55
REVENUE SHARING	Checks	#400022-400027
	Totalling	\$1,593.28
JCC BOND SINKING FUND		-0-

AAJ937

9. 1980 Census Neighborhood Statistics Program

R E S O L U T I O N

1980 CENSUS NEIGHBORHOOD STATISTICS PROGRAM

WHEREAS, James City County has been informed of its eligibility to participate in the Neighborhood Statistics Program of the U.S. Department of Commerce, Bureau of the Census; and

WHEREAS, it has been determined that the Neighborhood Statistics Program would increase the usefulness of the 1980 Census for James City County;

NOW, THEREFORE, BE IT RESOLVED that James City County requests that the U.S. Department of Commerce, Bureau of the Census cooperate with the James City County staff to include the County in the Neighborhood Statistics Program.

10. Highway Safety Transportation Grants

R E S O L U T I O N

Highway Safety Transportation Grant

WHEREAS, the Department of Transportation Safety has provided a program to fund police traffic services and equipment; and

WHEREAS, James City County recognizes the need to reduce loss of life, injury and property damages.

NOW, THEREFORE BE IT RESOLVED that the Board of Supervisors of James City County does hereby authorize the submission of a grant application to the Department of Transportation Safety for DUI selective enforcement and equipment.

11. Dedication of Streets in the Carriage Road Area, Forest Glen Subdivision Sections 4 and 5A, Windsor Forest Subdivision Sections 1, 1A, 6 and 7, and Bermuda Circle in First Colony Subdivision.

R E S O L U T I O N

DEDICATION OF STREETS IN THE CARRIAGE ROAD AREA

WHEREAS, the County of James City received a H.U.D. grant to improve certain streets in the Carriage Road area; 2,542 feet of which were in the State Secondary Highway System and 2,252 feet of which are to be included in the State Secondary Highway System; and

WHEREAS, the Board of Supervisors desires certain streets in the Carriage Road area which are not at present in the highway system be included in the State Secondary Highway System, provided these streets meet with the requirements of the Virginia Department of Highways and Transportation, and providing that any alterations, corrections or other matters that might be found desirable by the Virginia Department of Highways and Transportation are made within a ninety (90) day period from the day that the Department of Highways and Transportation makes its final inspection; and

WHEREAS, the County has acquired the drainage easements which are necessary in connection therewith; and

WHEREAS, the County has acquired the requisite Right-of-Way required by the Department of Highways and Transportation for the inclusion of these streets into the James City County Secondary System of Highways as evidenced by a certain plan sketch entitled, "Carriage Road Area-Right-of-Way Acquisition, Carriage Road, Magazine Road, Watford Lane," dated March 10, 1982, at Williamsburg, Virginia;

THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, that the Department of Highways and Transportation be, and it is hereby respectfully requested, contingent upon the above, to include the following streets in the Carriage Road area, Berkeley Magisterial District, James City County, in the State Secondary Highway System.

- Description:
1. Carriage Road (extension), 50' right-of-way  
 From: 0.11 ME Route 740 (Debra Drive)  
 To: 0.17 ME Route 740 (Dead End)  
 Distance: .06 mile (300.15')
  2. Magazine Road, 50' right-of-way  
 From: Route 672 (Carriage Road)  
 To: Route 615 (Ironbound Road)  
 Distance: 0.14 mile (760.98')
  3. Watford Lane, 30' and 40' right-of-way  
 From: Route 672 (Carriage Road)  
 To: Route 615 (Ironbound Road)  
 Distance: 0.23 mile (1,190.50')
- A total distance of 0.43 mile (2,251.63')

BE IT STILL FURTHER RESOLVED that the Board guarantee, and it does hereby guarantee, to the Commonwealth of Virginia an unrestricted right-of-way of said streets for the length and width hereinabove designated, and as further evidenced by a certain plan sketch entitled, "Carriage Road Area - Right-of-Way Acquisition, Carriage Road, Magazine Road, Watford Lane", dated March 10, 1982, at Williamsburg, Virginia.

BE IT STILL FURTHER RESOLVED that the Board of Supervisors further guarantee, and it does hereby so guarantee, to the Commonwealth of Virginia the right of drainage over the easements as evidenced by a certain plan sketch entitled, "Carriage Road Area - Right-of-Way Acquisition, Carriage Road, Magazine Road, Watford Lane", dated March 10, 1982, at Williamsburg, Virginia.

BE IT FURTHER RESOLVED that this Resolution be forwarded to the Resident Engineer of the Department of Highways and Transportation.

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

#### DEDICATION OF STREETS IN FOREST GLEN SUBDIVISION

WHEREAS, the County of James City received a H.U.D. grant to improve certain streets in Forest Glen Subdivision, Section Four and Section Five-A; and

WHEREAS, the Board of Supervisors desires certain streets in Forest Glen Subdivision to be included in the State Secondary Highway System, provided these streets meet with the requirements of the Virginia Department of Highways and Transportation, and providing that any alterations, corrections or other matters that might be found desirable by the Virginia Department of Highways and Transportation are made within a ninety (90) day period from the day that the Department of Highways and Transportation makes its final inspection; and

WHEREAS, The County has acquired the drainage easements which are necessary in connection therewith;

THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, that the Department of Highways and Transportation be, and it is hereby respectfully requested, contingent upon the above, to include the following streets in Forest Glen Subdivision, Section Four and Section Five-A, Powhatan Magisterial District, James City County, in the State Secondary Highway System.

AAJ814

- Description:
1. DeLafayette Place, 50' right-of-way  
From: Forest Glen Drive (State Route 1507)  
To: Walker Drive  
Distance: 0.19 mile (999.55 feet)
  2. Walker Drive, 50' right-of-way  
From: DeLafayette Place  
To: End of cul-de-sac  
Distance: 0.33 mile (1,763.71 feet)
  3. Old Colonial Drive, 50' right-of-way  
From: DeLafayette Place  
To: Walker Drive  
Distance: 0.10 mile (537.25 feet)
  4. Forest Glen Drive, (extension) 60' right-of-way  
From: End of existing State Route 1507  
To: Walker Drive  
Distance: 0.11 mile (603.36 feet)
  5. Mildred Drive, 50' right-of-way  
From: Tara Court  
To: Forest Glen Drive  
Distance: 0.13 mile (661.82 feet)
  6. Mildred Court, 50' right-of-way  
From: Forest Glen Drive  
To: End of cul-de-sac  
Distance: 0.05 mile (255.90 feet)
  7. Tara Court, 50' right-of-way  
From: Mildred Drive  
To: End of cul-de-sac  
Distance: 0.04 mile (225.00 feet)

A total of 0.96 mile (5,046.50 feet)

An unrestricted right-of-way of 60 and 50 feet along with drainage easements is guaranteed as evidenced by the following Plats of Record - Forest Glen, Section 4, Plat Book 31, Pages 41 and 42, dated December 12, 1973; Forest Glen, Section 5A, Plat Book 33, Page 34, dated December 1975; Forest Glen, Section 4 - Lot 89, Deed Book 213, Page 338, dated April 30, 1981; Forest Glen, Section 4 - Lot 73, Deed Book 216, Page 47, dated April 30, 1981; Forest Glen, Section 4 - Lot 112, Deed Book 216, Page 50, dated April 30, 1981; and Forest Glen, Section 4 - Lot 74, Deed Book 216, Page 44, dated April 30, 1981; and

BE IT FURTHER RESOLVED that this Resolution be forwarded to the Resident Engineer of the Department of Highways and Transportation.

## RESOLUTION

### DEDICATION OF STREETS IN WINDSOR FOREST SUBDIVISION

#### SECTIONS I, IA, VI, and VII

WHEREAS, the developer of Windsor Forest Subdivision, Sections I, IA, VI, and VII has requested the Board of Supervisors to include certain streets in the State Secondary Highway System; and

WHEREAS, the Board of Supervisors desires certain streets in Windsor Forest Subdivision, Sections I, IA, VI, and VII to be included in the State Secondary Highway System provided these streets meet with the requirements of the Virginia Department of Highways and Transportation, and provided that any alterations, corrections, or other matters that might be found desirable by the Virginia Department of Highways and Transportation are made within a 90 day period from the date that the Department of Highways and Transportation makes its final inspection;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Department of Highways and Transportation be, and it is hereby respectfully requested, contingent upon the above, to include the following streets in Windsor Forest Subdivision, Powhatan Magisterial District, James City County, in the State Secondary Highway System:

1. State Route 1524 - 60 foot right-of-way (Hempstead Road extended)  
From: State Route 1524  
To: End of cul-de-sac  
Distance: 0.34 miles (1780')
2. Hempstead Court - 60 foot right-of-way  
From: State Route 1520  
To: End of cul-de-sac  
Distance: 0.07 miles (350')  
Total: 0.41 miles (2130')

The right-of-way of 60 feet along with 20 foot drainage easements is guaranteed as evidenced by the following plats of record: Windsor Forest, Section 1, Plat Book 28, Page 52, dated February 8, 1971, and Deed Book 131, Page 556; Windsor Forest Section 1A, Plat Book 36, Page 36, dated April 3, 1980, Deed Book 205, Page 40; Windsor Forest Section 6, Plat Book 32, Page 20, dated July 1973, and Deed Book 148, Page 188; Windsor Forest Section VII, Plat Book, 35, Page 44, dated March 23, 1978, and Deed Book 188, Page 365; and

BE IT FURTHER RESOLVED that this resolution be forward to the Resident Engineer of the Department of Highways and Transportation.

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

#### DIRT STREET PROGRAM

WHEREAS, the County of James City has, under its Dirt Street Program, improved a certain street in James City County, Virginia, entirely at County expense; and

WHEREAS, the Board of Supervisors desires a street in First Colony Subdivision be included in the State Secondary Highway System, provided this street meets with the requirements of the Virginia Department of Highways and Transportation, and providing that any alterations, corrections or other matters that might be found desirable by the Virginia Department of Highways and Transportation are made within a ninety (90) day period from the day that the Department of Highways and Transportation makes its final inspection;

THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, that the Department of Highways and Transportation be, and it is hereby respectfully requested, contingent upon the above, to include the following street in First Colony Subdivision, Section Two, Berkeley Magisterial District, James City County, in the State Secondary Highway System.

Description: Bermuda Circle  
From: State Route 1104 (Jordans Journey)  
To: End of cul-de-sac  
Distance: 0.089 mile (467.78 feet)

A right-of-way of 50 feet along with a 10 foot drainage easement is guaranteed as evidenced by Plat of Record entitled First Colony, Section Two, Plat Book 21, Page 48, dated June 29, 1963; and

BE IT FURTHER RESOLVED that this Resolution be forwarded to the Resident Engineer of the Department of Highways and Transportation.

#### 8. Lien for Boarding-up Unsafe Structure

Mr. Taylor expressed his feelings concerning boarding-up citizens' homes and stated that he would vote against it.

Mr. Oliver suggested that the item be pulled from the agenda and that a presentation would be made at the next meeting.

AAJ814



## **E. BOARD CONSIDERATIONS**

### **1. Definition of a "Family"**

Mr. Morton presented the staff report to the Board expressing his concerns regarding Mr. Emric Fischer's proposal. His three concerns were the following: that the Board of Supervisors cannot delegate the authority to issue use permits to the Planning Department; that he knew of no legitimate standards in determining whether such a permit should be issued; and whether such a permit issued for the express purpose of keeping track of non-traditional family situations would be constitutional.

Mr. Mahone stated that he respected the efforts of Mr. Fischer and would vote for the alternative proposal.

Mr. Edwards stated that the proposed special use permit would not be feasible in that personal and income questions that would be asked would be intruding on the personal life of citizens.

Mr. Taylor stated that the definition was unnecessary and would vote against it.

Mr. DePue moved for approval of the resolution. On a roll call, the vote was: AYE: Frink, DePue, Edwards (3). NAY: Mahone, Taylor (2).

### **ORDINANCE NO. 31A-71**

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 20, ZONING, OF THE CODE OF THE COUNTY OF JAMES CITY, ARTICLE I, IN GENERAL, SECTION 20-2, DEFINITIONS, BY AMENDING THE DEFINITION OF A "FAMILY".

BE IT ORDAINED by the Board of Supervisors of the County of James City that Chapter 20, Zoning, of the Code of the County of James City, Article I, In General, Section 20-2, Definition of "Family".

### **CHAPTER 20**

### **ZONING**

### **Article I, In General.**

### **Section 20-2, Definitions.**

"Family" - One or more persons related by blood, adoption or marriage, living and cooking together as a single housekeeping unit, exclusive of household servants. A number of persons not exceeding three, living and cooking together as a single housekeeping unit though not related by blood, adoption, or marriage shall be deemed to constitute a family.

A family is, exclusive of household servants:

1. An individual; or
2. Two or more persons related by blood, marriage, adoption or guardianship; or
3. A number of persons, not exceeding three, living and cooking together as a single housekeeping unit though not related by blood, marriage, adoption or guardianship; or
4. Not more than two unrelated persons living and cooking together along with two or more persons related by blood, marriage, adoption or guardianship, as a single housekeeping unit.

This ordinance shall be in full force and effect from the date of its adoption.

## 2. Update of the Comprehensive Plan

Mr. Orlando A. Riutort, Director of Planning, presented this matter before the Board requesting the adoption of the resolution.

Mr. Frink gave Mrs. Inez Mihalcoe permission to speak concerning the Comprehensive Plan with the consent of the other Board members.

Mrs. Mihalcoe said that the farmer plays a major part of the development of this country and without them we would lose the backbone of our independence, and that her main concern was concerning the acreage in the upper Stonehouse District.

Mrs. Mihalcoe expressed her feelings concerning the lot size increase in the plan and for that reason could not support it.

Mr. DePue stated that the resolution was unclear as to what amendments would be incorporated into the plan.

Mr. Morton suggested language to incorporate the specific amendments adopted by the Board into the resolution.

Mr. DePue moved for approval of the adoption of the plan. On a roll call, the vote was AYE: Frink, DePue, Edwards, Mahone (4). NAY: Taylor (1).

On Mr. Taylor's amendment that approximately one-half acre size lots in the A-1 and A-2 Zones and that all uses in the 1975 Plan be retained in the New Comprehensive Plan the vote was: AYE: Taylor (1). NAY: Frink, DePue, Edwards, Mahone (4). The amendment failed.

The following amendments were incorporated in the approved action:

1. P. 9 of Land Use Element: Added to "Energy" the policy, "Install new County facilities to demonstrate energy-conserving features such as passive solar heating, and landscaping that reduces heating and cooling requirements."

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

2. P. 9 of Land Use Element: Changed the last line to read "Install sidewalks where significant pedestrian hazards exist." On a roll call, the vote was AYE: Frink, DePue, Edwards, Mahone, Taylor (5). NAY: (0). Motion carried.

3. Pgs. 8 and 16 of Land Use Element: "Added an amendment assuring that family subdivisions will be allowed in the A-1 and A-2 zones and allowing people to give, sell, or will property to children and grandchildren, primarily a lot consisting of approximately one-half acre or more, to build a home in the A-1 and A-2 zones. Also, if the property is not on a present street or highway, the street could be constructed without meeting State standards if a fifty (50) foot right-of-way is provided." On a roll call, the vote was AYE: Frink, DePue, Edwards, Mahone, Taylor (5). NAY: (0) Motion carried.

4. P. 16 of Land Use Element: "Changed the minimum lot size in Agriculture, Forestry, and Rural Residential Areas from 1½ acres to 1 acre." On a roll call, the vote was AYE: Frink, DePue, Edwards, (3). NAY: Mahone, Taylor (2). Motion carried.

5. P. 27 of Housing Element: Revised action number 4 to read "Review the County's utility policy for its equity and its impact on new development." On a roll call, the vote was AYE: Frink, DePue, Edwards, Mahone, Taylor (5). NAY: (0). Motion carried.

AAJ814

# RESOLUTION

## Update of James City County Comprehensive Plan

WHEREAS, the Code of Virginia, Title 15.1, Chapter 11, Section 15.1-446.1 requires James City County to prepare and recommend a Comprehensive Plan for the physical development of its territory, and Section 15.1-454 mandates that at least once every five years the Comprehensive Plan be reviewed by the local Planning Commission; and

WHEREAS, the James City County Planning Commission has reviewed the original Comprehensive Plan and determined it advisable to amend that plan; and

WHEREAS, amendments have been proposed for incorporation in the 1982 Update of the James City County Comprehensive Plan; and

WHEREAS, public hearings on the 1982 Update of the James City County Comprehensive Plan were held on May 10, 1982 and June 14, 1982,

NOW, THEREFORE, BE IT RESOLVED that James City County adopts the 1982 Comprehensive Plan Update as the Comprehensive Plan for James City County. The 1982 Comprehensive Plan Update adopted by this action includes the Land Use Element, the Housing Element, the Transportation Element, and the Public Facilities Plan.

### 3. "No-Wake" Markers in Diascund Creek

Mr. Orlando A. Riutort, Planning Director, presented this matter before the Board stating that the primary issue in this case has changed from one of erosion to one of safety, and that if the Board did not wish to approve the resolution of support for the placement of "no-wake" signs in the designated area then the staff had proposed an alternative resolution requesting more vigorous enforcement of boat safety in Diascund Creek by the Virginia Commission of Game and Inland Fisheries. He said that Captain Kerriek and Sergeant Eggleston indicated that their resources would not allow patrolling Diascund Creek every weekend. There was also an audio visual presentation of Diascund Creek.

Mr. Frink and Mr. Mahone spoke in support of the alternate resolution for the enforcement of boat safety.

Mr. DePue moved for approval of the resolution requesting strong enforcement of motor boat operations on Diascund Creek. On a roll call, the vote was AYE: Frink, DePue, Edwards, Mahone, Taylor (5). NAY: (0).

# RESOLUTION

## REQUEST FOR STRONG ENFORCEMENT OF MOTOR BOAT OPERATIONS ON DIASCUND CREEK

WHEREAS, a danger to the public safety exists caused by unsafe boating and speeding boats in Diascund Creek; and

WHEREAS, the narrowness of the Creek and heavy weekend boating and skiing in Diascund Creek increase the potential for a serious accident; and

WHEREAS, property owners and citizens living in the area recognize that a safety problem exists caused by speeding boats and unsafe boating.

THEREFORE, BE IT RESOLVED that the James City County Board of Supervisors requests the Virginia Commission of Game and Inland Fisheries to patrol and strongly enforce safe motor boating operations in the Diascund Creek.

AAJ814

4. Housing Rehabilitation Policies and Procedures

Ms. V. Jan Rountree, Community Development Director, presented this matter before the Board saying that the policy manual basically establishes guidelines for loan and grant limits, eligibility criteria, allowable costs, and contractor selection procedures and that it has been reviewed by the Forest Glen and Grove Citizens Advisory Committees.

Mr. DePue discussed the interest rates under the "Investor-Owned Property" section of the manual.

Mr. Edwards moved for approval of the resolution. On a roll call, the vote was AYE: Frink, DePue, Edwards, Mahone, Taylor (5). NAY: (0).

R E S O L U T I O N

HOUSING REHABILITATION POLICIES AND PROCEDURES

WHEREAS, the Housing and Community Development Act of 1974, as amended, provides James City County, Virginia with assistance in the form of Community Development Block Grant Funds to carry out eligible activities including housing rehabilitation; and

WHEREAS, a Policies and Procedures Manual is necessary to implement the housing rehabilitation program; and

WHEREAS, the Board of Supervisors has reviewed the Policies and Procedures Manual

THEREFORE, BE IT RESOLVED that the Board of Supervisors adopt the Policies and Procedures Manual for use in the housing rehabilitation program and that they authorize the County Administrator to establish a processing handbook to be used in the administration of the rehabilitation program.

5. Urban Homesteading

Ms. V. Jan Rountree, Community Development Director, presented this matter before the Board stating that in order to initiate program implementation, it is necessary to enter into an Urban Homesteading Agreement with the United States Department of Housing and Urban Development. She also listed the established criteria for selection of homesteaders.

Mr. Mahone spoke against the program stating that it was not in the best interest of the County nor the Department of Housing and Urban Development.

Mr. Edwards moved to approve the resolution. On a roll call, the vote was AYE: Frink, DePue, Edwards, Taylor (4). NAY: Mahone (1). Motion carried.

R E S O L U T I O N

URBAN HOMESTEADING

WHEREAS, the Housing and Community Development Act of 1974 provided James City County, Virginia with Federal assistance in the form of Urban Homesteading funds to carry out eligible homesteading activities under said act; and

WHEREAS, the United States Department of Housing and Urban Development has awarded James City County \$50,000 for Urban Homesteading in the Forest Glen Community Development Project Area;

THEREFORE, BE IT RESOLVED that the Board of Supervisors as follows:

1. The County Administrator is authorized and directed to execute the Urban Homesteading Agreement providing for implementation of the Urban Homesteading Program in James City County.
2. In determining the eligibility of potential Homesteaders, and in offering Community Development rehabilitation financing to same, regulations as established by the United States Department of Housing and Urban Development shall be enforced. In addition, the following criteria shall be used:
  - a) A priority system will be used in the award of property to potential homesteaders. Priority will be assigned as follows:
    - (1) Current residents of James City County
    - (2) Persons living outside of James City County but working in James City County
    - (3) All other applicants.
  - b) Community Development rehabilitation loans would be offered at 6%, 9% and 12% interest, based on the homesteader's eligibility.
  - c) A three-member selection committee consisting of a Forest Glen resident, County representative, and a private sector representative would review all applications prior to award.
  - d) Upon determination of the applicants' eligibility and priority, a lottery would be held to determine selection of the homesteaders.

#### 6. Fair Housing Strategy

Mrs. Willafae McKenna, Chairman of the New Horizons Task Force, presented the staff report to the Board, recommending that the Board adopt the resolution endorsing the Fair Housing Strategy and authorizing the County Administrator to undertake the listed actions.

Mr. Edwards questioned the advertising methods stated in Objective 4 of the Fair Housing Strategy.

Ms. Rountree stated in response to his questions that the advertising methods would include newspaper articles, television, radio announcements, and the placement of posters and brochures at various locations in the County which are paid for out of Community Development funds.

Mr. Mahone stated that the County has too many social programs and he would not support this resolution.

Mr. Taylor stated that we need to cut some of the programs and also would not support this resolution.

Mr. Frink moved for approval of the resolution. On a roll call, the vote was AYE: Frink, DePue, Edwards (3). NAY: Mahone, Taylor (2). Motion carried.

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

#### FAIR HOUSING STRATEGY

WHEREAS, the Housing and Community Development Act of 1974 as amended provides James City County, Virginia with federal assistance in the form of Community Development Block Grant funds to carry out eligible community development activities under said Act; and

WHEREAS, James City County has agreed to comply with Title VIII of the Civil Rights Act of 1968 (PubL-90-284) as amended; and

WHEREAS, James City County supports the efforts of the New Horizons Task Force to upgrade the Fair Housing capabilities of James City County; and

WHEREAS, the Board has been requested to adopt the Fair Housing Strategy as proposed by the New Horizons Task Force

THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County that the Fair Housing Strategy is adopted and that the County Administrator is authorized to perform the necessary duties to implement the Strategy.

7. Proposed Solicitation Ordinance

Mr. Morton presented this matter before the Board stating that his conclusion was that given the enabling legislation in the Code of Virginia and the goal of presenting a meaningful Ordinance for the Board's consideration, that the Ordinance should remain in essentially the same form.

Mr. Mahone expressed his concerns about the Church organizations.

Mr. DePue stated that the ordinance should make the people aware of what it does and does not enforce.

Mrs. Frances Waltrip, Commissioner of Revenue, stated that she receives calls from citizens wanting to know the identification of solicitors, and that the department needs more identification of the specific organizations soliciting.

Mr. Edwards asked the County Attorney if Article I of the ordinance relating to charitable solicitations could be deleted.

Mr. Morton suggested deferring the matter to the next meeting so he might investigate Mr. Edward's question.

By consensus the matter was tabled until the next meeting.

**F. JOINT MEETING WITH THE BOARD OF SUPERVISORS AND THE BOARD OF DIRECTORS OF THE SERVICE AUTHORITY**

1. County/Service Authority Agreement

Mr. Oliver stated that this matter was a renewal of a suggestion made by the County's auditor last year which is a bookkeeping procedure and recommended adoption of the resolutions.

Mr. Frink moved for approval of the resolution for the Appropriation of Management Fee. On a roll call, the vote was AYE: Frink, DePue, Edwards, Mahone, Taylor (5). NAY: (0).

R E S O L U T I O N

APPROPRIATION OF MANAGEMENT FEE

WHEREAS, James City County has entered into a contract dated July 6, 1981 with the James City Service Authority for the rendering to each other of services desired by each party,

NOW, THEREFORE BE IT RESOLVED, by the Board of Supervisors of James City County that \$25,000.00 be appropriated as management fee revenue, that \$25,000.00 be appropriated for management services from the James City Service Authority, and that the appropriation be made for both the fiscal year ending June 30, 1982 and the fiscal year ending June 30, 1983.

AAJ814

Mr. Mahone moved for the approval of the resolution for the Appropriation of Management Fee by the Service Authority. The motion carried by a unanimous roll call vote.

# R E S O L U T I O N

## APPROPRIATION OF MANAGEMENT FEE

WHEREAS, James City Service Authority has entered into a contract dated July 6, 1981 with James City County for the rendering to each other of services desired by each party,

NOW, THEREFORE BE IT RESOLVED, by the Board of Directors of James City Service Authority that \$25,000.00 be appropriated as management fee revenue, that \$25,000.00 be appropriated for management services from James City County, and that these appropriations be made for both the fiscal year ending June 30, 1982 and the fiscal year ending June 30, 1983.

Mr. Frink moved for approval of the resolution for the County/Service Authority Agreement and the Agreement. On a roll call, the vote was AYE: Frink, DePue, Edwards, Mahone, Taylor (5). NAY: (0).

# R E S O L U T I O N

## County/Service Authority Agreement

WHEREAS, James City County and the James City Service Authority desire to renew their agreement entered into July 1, 1981 as amended to reflect funds appropriated by each governing body;

NOW, THEREFORE BE IT RESOLVED, by the James City County Board of Supervisors that Abram Frink, Jr., Chairman of the Board and James B. Oliver, Jr., County Administrator, be authorized to execute the agreement between James City County and the James City Service Authority dated July 1, 1982.

THIS AGREEMENT, entered into this 1st day of July, 1982, by and between the County of James City, party of the first part, hereinafter referred to as "County" and the James City Service Authority, party of the second part, hereinafter referred to as "Authority."

WHEREAS, THE County and Authority are desirous of rendering to each other services desired by each party.

## WITNESSETH:

That for and in consideration of the sums of money to be paid as set forth herein by the County to the Authority and the sums of money to be paid as set forth herein by the Authority to the County, the County and the Authority hereby agree to the following:

I. The County shall provide the following services to the Authority:

(A) Management, Administrative and Legal Services: (1) The County shall make available the resources of the Office of the County Administrator, the Office of the County Attorney, the Office of Public Works Administration, the Office of Management Services, and the Office of Personnel to the Authority to provide management, administrative and legal services as may be required by the Authority. The Authority agrees to pay the County an annual fee as defined in Section III payable prior to June 30th of each year, to provide these services. The Authority further agrees to reimburse the County, or pay directly, whichever is mutually agreeable, any additional costs to provide these services, including but not limited to advertising costs, travel and transportation costs, and special supplies and materials used to provide these services; (2) Clause IA (1) above shall apply only to those services required by the Authority to conduct its normal course of business. If the County deems a request for services to be so extensive or so unusual as to not be in the normal course of the Authority's business, then the County may charge the Authority an additional fee to be mutually agreed upon, payable upon presentation of a billing.

(B) Data Processing Services: The County shall provide data processing services to the Authority to include a general ledger system, accounts payable system, payroll system, and utility billing systems. The Authority agrees to pay the County an annual fee as defined in Section III to provide these services, payable in twelve equal monthly payments.

(C) Finance Services: The County shall provide financial services to the Authority to include utility billing of customers, general ledger accounting services, payroll, and financial management and advisory services. The Authority agrees to pay the County an annual fee as defined in Section III to provide these services payable in twelve equal monthly payments. The Authority further agrees to purchase and provide billing cards and checks suitable for use by the computer owned by the County.

(D) Treasurer Services: The County shall provide treasury function services to the Authority to include collection and processing of utility bill payments and signing of Authority checks. The Authority agrees to pay the County an annual fee as defined in Section III to provide these services payable in twelve equal monthly payments.

(E) Office Space: The County shall provide office space sufficiently large enough to enable Authority employees located at the County Government Center to carry out their duties and responsibilities. The Authority shall have the sole responsibility to provide all desks, chairs, office equipment and files as may be required for their employees. The County shall provide

AAJ814



(B) Services to Sanitary Districts I and II. The Authority shall provide administrative, operating and maintenance services to the County's Sanitary Districts I (if needed) and II. The Authority shall invoice a pro-rata of its costs associated with providing such services to the Sanitary Districts, with the payment to be made within thirty days from the date of receipt of such invoice for the services provided.

(C) Land Rent - Maintenance Garage The Authority agrees to lease land to the County at its maintenance garage site. The County shall have the right to maintain any hours of operating it deems necessary. The County shall have the right of free and unhindered access to the building from Tewning Road. The County shall be permitted to park vehicles and store equipment and supplies on land surrounding the building, so long as such action does not hinder the Authority in its use of such land. The County has the sole responsibility to provide for all property and liability insurance connected with the maintenance garage, as well as providing for all utilities and maintenance of the building. The County agrees to pay the Authority an annual fee as defined in Section III for the use of this land, payable prior to June 30th.

III. Annual fees are approved and adjusted by the James City County Board of Supervisors and the James City Service Authority Board of Directors on no less than an annual basis.

By common agreement the fees for the fiscal year ending June 30, 1982 are:

(A) For services provided by the County to the Authority under Sections I(A) and I(E), there shall be a stated value of \$25,000. For services provided by the Authority to the County under Sections II(A) and II(C), there shall be a stated value of \$25,000.

(B) Payments by the Authority to the County referenced by Section numbers I(B), I(C) and I(D) shall be:

I(B)	Data Processing	\$ 22,910
I(C)	Office of Accounting	94,000
I(D)	Treasurer's Office	12,300
	TOTAL	\$ 129,210

(C) In regard to the provisions for payment stated above, the Authority shall pay to the County \$129,210 in twelve monthly payments of \$10,767.50.

all necessary utilities, maintenance and insurance for the space occupied by the Authority. The Authority agrees to pay the County an annual fee as defined in Section III to provide this office space and related items, payable prior to June 30th. The Authority further agrees to participate in the costs of any building modifications, renovations or additions undertaken by the County in which Authority employees receive benefits therefrom, such amount to be mutually agreed upon.

(F) Central Storeroom: The County shall provide the Authority supplies and materials kept in stock in its central storeroom, at such prices as are assessed County Departments. The Authority agrees to pay the County for these items within thirty days from the date of receipt of an invoice for such items.

(G) Maintenance Garage: The County shall make available to the Authority all of the facilities and resources of its maintenance garage. The Authority agrees to pay the County for the cost of all parts and supplies used in maintaining and repairing Authority vehicles, and in addition, to pay for labor at rates set by the County commonly charged to County departments, such payments to be within thirty days from the date of receipt of the invoice for such maintenance services.

II. The Authority shall provide the following services to the County.

(A) Engineering, Management and Administrative Services: (1) The Authority shall make available the resources of its employees to the County to provide engineering, management, and administrative services as may be required by the County. Such services may be required for, but not be limited to, such projects as capital construction and renovation projects, utility development, dirt street programs, landfill operations, maintenance garage operations, and building and grounds administration. The County agrees to pay the Authority an annual fee as defined in Section III to provide these services, payable prior to June 30th. The County further agrees to reimburse the Authority, or pay directly, whichever is mutually agreeable, any additional costs to provide these services, including, but not limited to advertising costs, travel and transportation costs, and special supplies and materials used to provide these services; (2) Clause II A (1) above shall apply only to those services required by the County in the normal course of business to pursue those programs adopted in the annual budget of the County. If the Authority deems a request for services to be so extensive or so unusual so as to not be included in Section IIA (1), then the Authority may charge the County an additional fee to be mutually agreed upon.

AAJ814

- IV. This Agreement shall be in effect until June 30, 1983 subject to provisions of Section V. At June 30, 1983 and annually thereafter, subject to the provisions of Section V, this Agreement shall automatically renew for twelve months provided that the Board of Supervisors of the County and the Board of Directors of the Authority have appropriated funds sufficient to pay the amounts herein contained, or different amounts agreeable to each party.
- V. Either party may at any time offer in writing amendments to this Agreement. If such amendments are mutually agreeable and approved in writing, they shall be considered part of this agreement. If any part of this Agreement is rendered invalid or illegal by any court of competent jurisdiction or by valid administrative action, the remainder of this Agreement shall not be affected, except upon mutual agreement of the parties.

2. Transfer of Assets of the Sand Hill Water System and the Longhill Road South Water System from James City County to the James City Service Authority

Mr. Oliver presented this matter before the Boards, stating that this matter is a standard transfer that it made once the all details and contract work has been completed.

Mr. Mahone moved for approval of the resolutions. On a roll call, the vote was AYE: Frink, DePue, Edwards, Mahone, Taylor (5). (NAY: (0).

R E S O L U T I O N

TRANSFER OF ASSETS OF THE  
SAND HILL WATER SYSTEM

WHEREAS, it is the desire of the Board of Supervisors of James City County to transfer all assets of the Sand Hill Water System from James City County to the James City Service Authority;

THEREFORE, BE IT RESOLVED that it is hereby determined to be in the best interest of James City County, Virginia (County), for the County to convey all of the Sand Hill Water System now owned by the County to the James City Service Authority (the Authority); and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and the Clerk are hereby authorized and directed to execute and deliver on behalf of the County to the Authority a Deed conveying all property of the Sand Hill Water System which constitutes real estate and a Bill of Sale conveying all property of the Sand Hill Water System constituting personal property to the Authority. The Deed and Bill of Sale shall be in substantially the form attached hereto as Exhibit A and Exhibit B.

EXHIBIT A

THIS DEED AND AGREEMENT made this 28th day of June, 1982, by and between JAMES CITY COUNTY, Grantor, hereinafter called "County", party of the first part and the JAMES CITY SERVICE AUTHORITY, Grantee, hereinafter called "Authority", party of the second part.

WHEREAS, the County pursuant to its lawful and designated purpose has financed, constructed, and made operative certain water facilities in that area of the County known as Sand Hill; and,

WHEREAS, the parties hereto deem it in the best interests of the County and the Authority that all assets of the Sand Hill Water System be transferred to the Authority:

WITNESSETH:

That for and in consideration of the mutual covenants set forth herein, the parties agree to the following:

1. That for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, James City County, Grantor, hereby grants and conveys with GENERAL WARRANTY unto the James City Service Authority, Grantee, the following described property situated in James City County, to wit:

All the real estate and interest in real estate owned by James City County, Virginia, in the Sand Hill area, known as the Sand Hill Water System, including, but not limited to, real estate which is used for the collection, storage, processing, pumping and distribution of water and appurtenances thereto, together with all rights of access, easements, mains, pipes, valves, meters, and fittings.

Said real estate is further described by Deeds of Easement dated December 16, 1981, between R. M. Hazelwood, Jr., Nettie A. Hazelwood, William C. Fowler & Elizabeth H. Fowler, "Grantor", and James City County, Virginia, "Grantee", which are recorded in the Clerk's Office, Circuit Court of James City County, Virginia, in Deed Book 223, Page 517, Deed Book 223, Page 521, and Deed Book 223, Page 525.

EXHIBIT BBILL OF SALE

COMES NOW, JAMES CITY COUNTY (County) for and in consideration of ten dollars (\$10.00) and other good and valuable considerations paid by the JAMES CITY SERVICE AUTHORITY (Authority) to the County, the receipt whereof is hereby acknowledged, the County does hereby grant, sell, transfer and deliver unto the said Authority the following goods and chattels, to wit:

All personal property, tangible or intangible, owned by James City County, Virginia, in the Sand Hill area, known as the Sand Hill Water System, which is used by the County for the collection, storage, and distribution of water; including, but not limited to pipes, valves, meters, fittings, hand and power tools and all implements, tools and miscellaneous supplies used in constructing, maintaining, operating and supplying water to the citizens and customers of the Sand Hill area. Said water system is further described on plans prepared by Talbert & Associates, Ltd. entitled, "James City County, Virginia Water System, Water Main - Sand Hill Area", Sheets 1 through 7.

To have and to hold all singular the said goods and chattels to the said Authority.

And, James City County hereby covenants with the Authority that it is the lawful owner of such goods and chattels; that it has the right to sell same as aforesaid, that they are free from all encumbrances; and that the County will warrant and defend the same against all lawful claims and demands existing at the time of this sale.

AAJ814

R E S O L U T I O N

TRANSFER OF ASSETS OF THE

LONGHILL ROAD SOUTH WATER SYSTEM - CONTRACT TWO

WHEREAS, it is the desire of the Board of Supervisors of James City County to transfer all assets of the Longhill Road South Water System - Contract Two, from James City County to the James City Service Authority;

THEREFORE, BE IT RESOLVED that it is hereby determined to be in the best interest of James City County, Virginia (County), for the County to convey all of the Longhill Road South Water System - Contract Two, now owned by the County to the James City Service Authority (Authority); and

BE IT FURTHER RESOLVED that the Chairman of the Board of Supervisors and the Clerk are hereby authorized and directed to execute and deliver on behalf of the County to the Authority a Deed conveying all property of the Longhill Road South Water System - Contract Two, which constitutes real estate and a Bill of Sale conveying all property of the Longhill Road South Water System - Contract Two, constituting personal property to the Authority. The Deed and Bill of Sale shall be in substantially the form attached hereto as Exhibit A and Exhibit B.

EXHIBIT A

THIS DEED AND AGREEMENT made this 28th day of June, 1982, by and between JAMES CITY COUNTY, Grantor, hereinafter called "County" party of the first part and the JAMES CITY SERVICE AUTHORITY, Grantee, hereinafter called "Authority", party of the second part.

WHEREAS, the County pursuant to its lawful and designated purpose has financed, constructed, and made operative certain water facilities in that area of the County known as Longhill Road South; and

WHEREAS, the parties hereto deem it in the best interests of the County and the Authority that all assets of the Longhill Road South Water System - Contract Two be transferred to the Authority:

WITNESSETH:

That for and in consideration of the mutual covenants set forth herein the parties agree to the following:

1. That for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, James City County, Grantor, hereby grants and conveys with GENERAL WARRANTY unto the James City Service Authority, Grantee, the following described property situated in James City County, to wit:

All the real estate and interest in real estate owned by James City County, Virginia, in the Longhill Road South area, known as the Longhill Road South Water System - Contract Two, including, but not limited to, real estate which is used for the collection, storage, processing, pumping and distribution of water and appurtenances thereto, together with all rights of access, easements, mains, pipes, valves, meters, and fittings.

Said real estate is further described by Deed of Easement dated March 2, 1982, by and between the Commonwealth of Virginia, Department of Mental Health and Mental Retardation, "Grantor" and James City County, Virginia, "Grantee", recorded in the Clerk's Office, Circuit Court of James City County, Virginia, in Deed Book 221, Page 610.

EXHIBIT BBILL OF SALE

COMES NOW, JAMES CITY COUNTY (County) for and in consideration of ten dollars (\$10.00) and other good and valuable considerations paid by the JAMES CITY SERVICE AUTHORITY (Authority) to the County, the receipt whereof is hereby acknowledged, the County does hereby grant, sell, transfer and deliver unto the said Authority the following goods and chattels, to wit:

All personal property, tangible or intangible, owned by James City County, Virginia, in the Longhill Road South area, known as the Route 60 West Water System, which is used by the County for the collection, storage, and distribution of water; including, but not limited to pipes, valves, meters, fittings, hand and power tools and all implements, tools and miscellaneous supplies used in constructing, maintaining, operating and supplying water to the citizens and customers of the Longhill Road South area. Said water system is further described on plans prepared by AES entitled, "James City County Water Transmission Mains, C.I.P. 1981, Contract 2 - Longhill Road South," Sheets 1 through 7.

To have and to hold all singular the said goods and chattels to the said Authority.

And, James City County hereby covenants with the Authority that it is the lawful owner of such goods and chattels; that it has the right to sell same as aforesaid, that they are free from all encumbrances: and that the County will warrant and defend the same against all lawful claims and demands existing at the time of this sale.

3. James Terrace - York Terrace Water Improvements - FmHA Loan Application

Mr. Wayland N. Bass, Director of Public Works, presented this matter to the Board stating that the staff proposes construction for water transmission mains to supply good quality water from Route 60 West to the James Terrace/York Terrace area and that the loan application is for \$200,000. He recommended adoption of the resolutions authorizing the execution of the Agreement for this project. He also stated that the York County Board of Supervisors has approved the filing of this application and the execution of the related documents.

Mr. Oliver stated that the Board would have an additional opportunity to approve or reject the package if Farmer's Home tendered a loan.

Mr. Edwards expressed his concerns whether the plan was in the best interest of the County.

Mr. Oliver suggested that an impact analysis be conducted.

After some discussion on the matter, Mr. Frink moved for approval of the resolutions. On a roll call, the vote was AYE: Frink, DePue, Edwards, Mahone, Taylor (5). NAY: (0).

R E S O L U T I O NJAMES TERRACE WATER IMPROVEMENTS

WHEREAS, James Terrace and York Terrace are experiencing serious water quality problems; and

WHEREAS, FMHA loan funds may be available to help finance the transmission main necessary to improve water quality;

THEREFORE, BE IT RESOLVED that the County Administrator is hereby authorized and directed to execute and submit a final application for FMHA loan funds and to execute any and all documents in connection therewith. The final application shall be for the James City County share of this proposed project. Submission of the final application shall be conditioned upon similar action by York County.

AAJ814

RESOLUTION

JAMES TERRACE WATER IMPROVEMENTS

WHEREAS, James Terrace and York Terrace and other York County areas are experiencing serious water quality problems; and

WHEREAS, FMHA loan funds may be available to help finance water transmission mains necessary to improve water quality in such areas, and

WHEREAS, approval of project financing is contingent upon agreements to purchase private systems, an agreement for ownership and operation of the water system, and an agreement for purchase of water from the James City Service Authority;

NOW, THEREFORE, BE IT RESOLVED that Mr. Abram Frink, Jr., Chairman of the Board and Mr. James B. Oliver, Jr., Clerk to the Board are hereby authorized to execute documents relating to the following items:

1. Agreements to purchase the existing privately owned water system, contingent on approval of the project loan by FMHA.
2. The Operating Agreement between James City and York Counties, contingent upon FMHA loan approval.
3. The Water Supply Agreement between James City County, York County and the James City Service Authority, contingent upon James City Service Authority approval and FMHA loan approval.

IT BEING UNDERSTOOD that final approval of these documents by the James City County Board of Supervisors is conditioned upon similar action by York County, and that the documents do not take effect until approval of all project funding by FMHA and by James City and York Counties.

Mr. DePue moved for the approval of the resolutions by the Service Authority. The motion carried by a unanimous roll call vote.

RESOLUTION

JAMES TERRACE WATER IMPROVEMENTS

WHEREAS, James Terrace and York Terrace, and other York County areas are experiencing serious water quality problems; and

WHEREAS, FMHA loan funds may be available to help finance water transmission mains necessary to improve water quality in such areas, and

WHEREAS, approval of project financing is contingent upon agreements to purchase private water systems, an agreement for ownership and operation of the water systems, and an agreement for purchase of water from the James City Service Authority;

NOW, THEREFORE, BE IT RESOLVED that Mr. Perry M. DePue, Chairman of the Service Authority, and Mr. James B. Oliver, Jr., Secretary to the Authority, are hereby authorized to execute any and all documents relating to the water supply agreement between James City County, York County, and the James City Service Authority contingent upon James City County, York County and FMHA loan approval.

IT BEING UNDERSTOOD that final approval of these documents by the James City Service Authority is conditioned upon similar action by James City County and York County, and that the documents do not take effect until approval of all project funding by FMHA and by James City and York Counties.

A G R E E M E N T

This AGREEMENT made this 29<sup>th</sup> day of June, 1982, by and between the COUNTY of YORK, VIRGINIA, herein after referred to as "York", and the COUNTY of JAMES CITY, VIRGINIA, herein after referred to as "James City".

WHEREAS, the parties to this Agreement believe that it will be in the best interest and promote the general welfare to construct and maintain a water transmission main consisting of 8" and 12" mains for the purpose of providing certain citizens of York County and James City County with an adequate supply of potable water; and

WHEREAS, the Board of Supervisors of York County, Virginia, by Resolution, a certified copy of which is attached hereto and made a part hereof, has authorized E. S. Bingley, Jr., Chairman of the Board of Supervisors of York County, Virginia and John M. Richardson, Clerk to the Board of Supervisors, to enter into this Agreement; and

WHEREAS, the Board of Supervisors of James City County, Virginia, by Resolution, a certified copy of which is attached hereto and made a part hereof, has authorized Abram Frink, Jr., Chairman of the Board of Supervisors, James City County, Virginia and James B. Oliver, Jr., Clerk to the Board of Supervisors to enter into this Agreement; and

WHEREAS, this Contract is executed pursuant to the statutes in such cases made and provided.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH that for and in consideration of the premises and the mutual covenants and agreements herein set forth, York and James City do hereby covenant and agree as follows:

1. ACQUISITION OF PROPERTY

- a. For the use and benefit of the public in each county, the parties to this Agreement shall acquire the necessary interests in real property for the purpose of constructing the above described water transmission mains and shall construct, maintain, and operate said water transmission mains jointly as herein set forth.
- b. Said water transmission mains shall be located as shown on the map entitled "Exhibit A" attached hereto and made a part hereof. Final plans for the water transmission mains shall be on file at the offices of James City and York Counties.

AAJ814



- c. The cost of acquiring said land and of constructing said water transmission mains is approximately \$1,200,000.

2. 12" WATER TRANSMISSION MAIN

- a. The cost of acquiring, constructing, maintaining, and operating a 12" water transmission main and the land on which it is to be located shall be paid by the parties hereto in the following manner:

The County of York, Virginia, shall pay from a separate York County Water Account, 50% of both the cost of acquiring the said land and of constructing the 12" water transmission main.

The County of James City, Virginia, shall pay from a separate James City Water Account, 50% of both the cost of acquiring the said land and of constructing the 12" water transmission main.

- b. The water carrying capacity of the 12" transmission main is estimated at 1,000,000 gallons per day. 50% of this estimated capacity is reserved for use by each County. Either County may acquire available capacity from the other on mutually agreeable terms.

- c. The cost of maintaining and operating the 12" water transmission main shall be paid as follows:

The County of York, Virginia, shall pay from a separate York County Water Fund, 50% of the total cost of maintaining and operating the 12" water transmission main. The County of James City, Virginia, shall pay from a separate James City County Water Fund, 50% of the total cost of maintaining and operating the 12" water transmission main.

- d. 50% of all income derived from the ownership or operation of the 12" water transmission main shall be paid into a separate York County Water Fund and 50% of all income derived from the ownership or operation of the 12" water transmission main shall be paid into a separate James City County Water Fund.

- e. The diameter of the 12" water transmission main may be increased by either county, by a mutually agreeable amendment to this Agreement.

3. 8" WATER TRANSMISSION MAIN

- a. The cost of constructing the 8" water transmission main and the land on which it is to be located shall be based on the number of connections served by this facility in each county as follows:

The County of York, Virginia, shall pay from a separate York County Water Account, 75% of the cost of acquiring said land and of constructing said water transmission main. The County of James City, Virginia, shall pay from a separate James City County Water Account, 25% of the cost of acquiring said land and of constructing the 8" water transmission main.

- b. The cost of maintaining an 8" water transmission main shall be paid as follows:

The County of York, Virginia, shall pay from a separate York County Water Fund, a proportional part of the total cost of maintaining and operating the 8" water transmission main equal to the York County percentage of the total quarterly water consumption of all customers in both counties supplied by the 8" water transmission main. The County of James City, Virginia, shall pay from a separate James City County Water Fund, a proportional part of the total cost of maintaining and operating the 8" water transmission main equal to the James City County percentage of the total quarterly water consumption of all customers in both counties supplied by said water transmission main.

- c. The diameter of the 8" transmission main may be increased by either county by a mutually agreeable amendment to this Agreement.
- d. All income derived from the ownership or operation of said water transmission main shall be paid into a separate York County Water Fund and a separate James City County Water Fund.

4. DISTRIBUTION SYSTEMS

- a. York County and James City County agree to jointly acquire by negotiation or condemnation, the necessary water distribution systems currently owned by others, to maintain and operate said distribution systems, and to connect said distribution systems with the water transmission mains provided for herein. Each county will pay its respective acquisition costs.
- b. York County hereby further agrees that with respect to said distribution systems, the appropriate fees, rates, charges, and assessments shall be levied, collected, and paid into a separate York County Water

AAJ814

Fund and shall provide sufficient revenue to: (1) pay the cost of operations and maintenance of said distribution systems and its share of the cost of operations and maintenance of said water transmission mains, (2) pay the interest on revenue bonds issued for the purpose of paying the cost of acquiring the necessary easements and constructing thereon the said water transmission mains, (3) redeem the principal of aforementioned revenue bonds on the respective maturities thereof, and (4) establish reserve funds as required by FmHA.

- c. James City County hereby further agrees that with respect to said distribution systems the appropriate fees, rates, charges, and assessments shall be levied, collected, and paid into a separate James City County Water Fund and shall provide sufficient revenue to: (1) pay the cost of operation and maintenance of the distribution systems and its share of the cost of the operation and maintenance of said water transmission mains, (2) pay the interest on any revenue bonds issued for the purpose of paying the cost of acquiring the necessary lands and easements and construction thereon of the said water transmission mains, (3) redeem the principal of the revenue bonds on the respective maturities thereof, and (4) establish reserve funds as required by FmHA.

##### 5. ADMINISTRATIVE PROVISIONS

- a. Administration of distributing systems shall be the responsibility of the respective jurisdictions.
- b. Administration of the joint undertaking of the 12" and 8" water transmission mains shall be the responsibility of a Joint Board consisting of four members. Two of the members of said Board shall be members of the York Board of Supervisors and two members of said Board shall be members of the Board of Supervisors of James City County. Those members of the Joint Board shall be appointed by the respective governing bodies. The Joint Board may appoint a tie breaker and shall appoint an administrator, a finance officer, and a secretary.
- c. The budget for the operation of said water transmission mains shall be established and maintained by the Joint Board. It shall be the duty of said Joint Board to send statements to each customer for any charges or fees which may be assessed for services rendered. Payment of all charges and fees for services rendered in York County shall be paid to the Treasurer of York County for credit of a separate York County Water

Fund. The payment of all charges and fees for services rendered in James City County shall be paid to the Treasurer of James City County for credit of a separate James City County Water Fund. The means for expending and accounting for funds shall be in conformity with methods prescribed by the Auditor of Public Accounts of the Commonwealth of Virginia.

d. Real property used in this joint undertaking shall be acquired as follows:

1. All real property, including easements, which are acquired for the purpose of constructing, maintaining, and operating said water transmission mains shall be acquired by and held jointly in the name of the Board of Supervisors of York County, Virginia, and the Board of Supervisors of James City County, Virginia.
2. All water distribution systems shall be acquired by and held in the name of the county in which they are located.
3. The duration of this Agreement shall be for 50 years and may then be renewed upon agreement unless terminated by either party upon 6 months written notice.

e. This Agreement is contingent upon receipt of FmHA loan funds to help finance said water transmission mains and final project approval by York and James City.

#### EXHIBIT E

#### A G R E E M E N T

This AGREEMENT made this 28<sup>th</sup> day of June, 1982, by and between the James City Service Authority, incorporated and existing under the laws of the Commonwealth of Virginia, herein after referred to as the "Authority", and James City County, Virginia, herein after referred to as "James City", and York County, Virginia, herein after referred to as "York", witnesseth,

WHEREAS, the Counties of James City and York have agreed to construct water transmission mains for the purpose of transmitting an adequate supply of potable water to James Terrace and York Terrace and other areas of the respective counties, and

WHEREAS, James City and York desire to purchase bulk water from the Authority,

and

AAJ814

3. This sale and purchase is conditioned on the receipt of a FmHA loan to help finance certain water transmission improvements in James City and York Counties. Closing shall be at a mutually agreeable date and time following the receipt of the FmHA loan funds.

Upon the delivery of possession, the party of the second part shall forthwith become responsible for the operation and maintenance of the subject property and shall be entitled to all of the benefits of same. The party of the first part agrees to deliver to the party of the second part, upon closing, all records reasonable necessary for the operation and maintenance of the aforementioned system by the party of the second part. In the event of defects in the title to the subject property which cannot be cured by the party of the first part or satisfactory adjustments made by the parties in regard thereto, the party of the second part shall have the option of canceling this Contract.

4. Conveyance of Property from James City Service Authority to Joseph S. Terrell

Mr. Wayland N. Bass, Public Works Director, presented this matter to the Board, recommending the adoption of the resolution for the conveyance of right-of-way.

After a brief discussion on the matter, Mr. Mahone moved for approval of the resolution. The motion carried by a unanimous roll call vote.

#### RESOLUTION

##### CONVEYANCE OF RIGHT-OF-WAY

WHEREAS, by Deed dated September 15, 1975, and recorded in Deed Book 162, Page 794, in the Clerk's Office for the City of Williamsburg, County of James City, James City County Sanitary District No. 3 acquired lot 21 at the end of Indigo Dam Road to serve as a sewage pumping station lot; and

WHEREAS, James City Service Authority, successors in interest to James City County Sanitary District No. 3, desires to convey a fifty foot right-of-way across said lot to Joseph S. Terrell in exchange for ten-foot and twenty-foot permanent drainage and utility easements across adjacent property for water transmission main construction and maintenance.

NOW, THEREFORE, BE IT RESOLVED that the Chairman and Secretary are authorized and directed to execute a deed dated June 28, 1982, by an between James City Service Authority and Joseph S. Terrell conveying the therein described right-of-way.

THIS DEED, made this 28th day of June, 1982, by and between JAMES CITY SERVICE AUTHORITY, successor in interest to James City County Sanitary District #3, an Authority organized and existing under the laws of the Commonwealth of Virginia, party of the first part, herein referred to as Grantor, and Joseph S. Terrell, party of the second part, herein referred to as Grantee;

WHEREAS, the Authority is willing to sell bulk water for transmission, distribution, and resale, both jointly and separately by James City and York.

NOW, THEREFORE in consideration of the covenants and agreements contained herein, the Authority, James City and York agree as follows:

1. The Authority covenants and agrees:
  - a. To provide potable water in varying quantities not to exceed 1,000,000 gallons per day at the point of delivery, which is generally at the south end of the Authority water main on Route 60, west of Williamsburg.
  - b. Potable water will be furnished by the Authority in accordance with applicable rules, regulations and requirements of the State Health Department.
2. James City and York covenant and agree:
  - a. To make the necessary connections to the Authority's water system and install necessary water meters to measure all water transmitted to James City and York.
  - b. To pay the Authority within 30 days, quarterly bills rendered by the Authority for all water consumed.
  - c. The Authority shall charge York and James City 90¢ per 1,000 gallons of water consumed, as measured at the meter. This rate shall be reviewed annually by the Authority. This Authority may increase this rate to reflect increases in operating costs and to amortize the cost of the general water sytem improvements.
3. York covenants and agrees:
  - a. Within 24 months following a written request by James City and/or the Authority, but no earlier than 5 years from the date of this Agreement, to place in operation wells and pipelines and to supply a quantity of water equal to that distributed in York County and supplied by the jointly owned water transmission mains.
  - b. Within 24 months, after receiving a written request from James City and/or the Authority, but not earlier than 5 years from the date of this Contract, to place in operation water storage facilities, sufficient to serve York County customers, served by the jointly owned and operated water transmission mains.

AAJ814

- c. All wells and storage facilities provided herein must meet the requirements of the State Health Department.
- 4. The Authority, James City, and York agree that water mains constructed by York as provided in 3.a above may be connected to the Authority water system at one or more mutually agreeable locations.
- 5. This Agreement is contingent upon receipt of FmHA loan funds to help finance said water transmission mains and final project approval by York and James City.

This AGREEMENT may be terminated by agreement between the parties hereto.

THIS CONTRACT made this 28<sup>th</sup> day of June, 1982, by and between SYDNOR HYDRODYNAMICS, INC., a Virginia Corporation, party of the first part, and JAMES CITY COUNTY, party of the second part.

WITNESSETH: That for and in consideration of these premises and the sum of \$1.00 receipt of which is hereby acknowledged, the party of the first part does hereby covenant to sell to the party of the second part, and the party of the second part does hereby agree to purchase from the party of the first part, that water system situate in James City County, known as the James Terrace Water System including well lots, pumping facilities, distribution lines, meters, and all easements pertinent thereto.

The terms and conditions of the sale and purchase are as follows, to wit:

1. The purchase price of the James Terrace Water System shall be the sum of \$86,450 which shall be paid at closing. The party of the first part will give a general warranty deed conveying the subject property to the party of the second part or its designee.
2. The taxes shall be adjusted to the date of closing. Water rates due for water service rendered up to the date of closing shall remain the property of the party of the first part. Any payment of water service beyond the date of closing will be credited against the purchase price. Utility charges shall be pro-rated to the date of closing.

WITNESSETH: That for and in consideration of the sum of one dollar (\$1.00) cash in hand paid, and other good and valuable consideration the receipt of which is hereby acknowledged at and before the signing, sealing, and delivery of the Deed, the said parties of the first part do hereby grant, bargain, and convey, with SPECIAL WARRANTY OF TITLE, unto the said party of the second part, its heirs and assigns in fee simple, the following described property, to wit:

All that certain lot, piece or parcel of land situate, lying and being in James City County, shown and set forth on a plat entitled, "A PLAT FOR CONVEYANCE OF FIFTY FOOT RIGHT-OF-WAY; TO: JOSEPH S. TERRELL, FROM: JAMES CITY SERVICE AUTHORITY", dated June 22, 1982, and made by Deward M. Martin, C.L.S., a copy of which is attached hereto and made a part hereof, and which said property is further described: Beginning at a point where the center of Indigo Dam Road (State Route 1435), lot 21, and Dewey C. Renick Development converge; thence south thirty-nine degrees forty-two minutes east (S 39° 42' E) twenty-eight point seventy-three feet (28.73') to the Joseph S. Terrell property line; thence south twenty-eight degrees forty five minutes west (S 28° 45' W) fifty-three point seventy-six feet (53.76'); thence north thirty-nine degrees forty-two minutes west (N 39° 42' W) ninety-eight point forty-eight feet (98.48') to the Indigo Dam Road right-of-way; thence along length of arc of Indigo Dam Road right-of-way to point of beginning, seventy-eight point fifty feet (78.50'); chord bearing south eighty-four degrees forty-two minutes east (S 84° 42' E) chord distance seventy point seventy-one feet (70.71').

Being a portion of the same property conveyed to the Grantors herein by deed from D.C. Renick and Fern C. Renick, recorded September 15, 1975, in Deed Book 162, Page 794, in the Clerk's Office, for the City of Williamsburg and County of James City.

Subject to the easements of record and restrictions on the ground.

TO HAVE AND TO HOLD the said land unto the party of the second part, its heirs and assigns in fee simple forever.

Mr. Taylor moved to adjourn the Service Authority meeting. Motion carried by a unanimous vote.

#### **G. MATTERS OF SPECIAL PRIVILEGE**

Mr. Frink stated that the County has won a national award for the water system and transit system from the National Association of Counties.

#### **H. REPORTS OF THE COUNTY ADMINISTRATOR**

Mr. Oliver suggested that the Board hold an Executive Session to consider the appointments of several boards and commissions and that the Board schedule a personnel work session for July 26, 1982 at 4:00 P.M.

Mr. Taylor stated that he wished to discuss a property matter at the Executive Session.

Mr. DePue moved that the Board convene into Executive Session pursuant to Sections 2.1-344 (1) and (2) of the Code of Virginia 1950 as amended. On a roll call, the vote was: AYE: Frink, DePue, Edwards, Mahone, Taylor (5). NAY: (0).

The Board convened into Executive Session at 6:00 P.M. and reconvened into Public Session at 6:40 P.M. at which time Mr. Mahone made the following nominations to the Transportation Safety Commission:

Sheriff A. Brenegan, Williamsburg/James City County Courthouse, for a four-year term  
 Jack Coffman, Post Office Drawer D. for a four-year term  
 Larry T. Waltrip, 1826 Jamestown Road, for a four-year term  
 Sgt. James P. Pugh, P. O. Box 459, for a four-year term

AAJ814



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

Mr. Mahone nominated Mrs. Louise Kale, 107 Oxford Circle, to a four-year term on the Regional Library Board.

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

Mr. Mahone nominated Mr. Stewart U. Taylor to a three-year term on the James City Service Authority.

On a roll call, the vote was AYE: Frink, DePue, Edwards, Mahone (4). Mr. Taylor abstained from the vote.

Mr. Mahone nominated Mr. Paul A. Dresser, Jr., 306 Buford Road and Mr. Kenneth H. Axtell, 18 Winstar Fax, to four-year terms on the Industrial Development Authority.

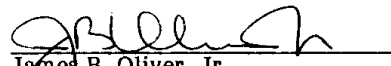
On a roll call, the vote was AYE: Frink, DePue, Edwards, Mahone, Taylor (5). NAY: (0).

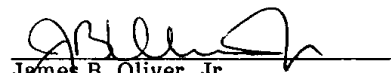
Mr. Frink nominated Ms. Brenda Martin to complete the unexpired term of Mrs. Darlene L. Burcham on the Mental Health/Mental Retardation Services Board.

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

Mr. DePue then made a motion for the Board to adjourn. On a roll call, the vote was AYE: Frink, DePue, Edwards, Mahone, Taylor (5). NAY: (0).

The meeting ADJOURNED at 6:50 P.M. until July 26, 1982 for a scheduled work session at 4:00 P.M.

  
James B. Oliver, Jr.  
Clerk to the Board

  
James B. Oliver, Jr.  
Secretary to the Board