

AT A RECESSED MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 18TH DAY OF NOVEMBER NINETEEN HUNDRED EIGHTY-FIVE AT 1:00 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

**ROLL CALL**

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

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

Mrs. Victoria Gussman began the Work Session with a continuation of the discussion of the County's road system. Problems with our current Comprehensive Plan were noted and it was the consensus of the Board that the Transportation element to the plan needed to be updated every five years. Examples of what other localities are doing to manage their road system were shared.


The idea of requiring traffic impact analyses on large projects was encouraged. Mr. DePue suggested developing local traffic standards. Mr. Brown requested a legal opinion as to whether projects could be denied for road issues.

Mr. DePue suggested that much of the additional analyses needed on our road issues should not be done by staff but rather by a consultant.

The second item discussed was the County's waterline extension policy. Wayland Bass presented cost figures for extensions in Hollybrook, Neck-O-Land Road and Lake Powell Road and requested Board guidance as to the level of resident, County and Service Authority financial participation in these extensions.

The Board requested staff to prepare a specific proposal for its consideration.

The Work Session recessed at 2:45 p.m.

  
 James B. Oliver, Jr.  
 Clerk to the Board

DLB/jw  
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AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF  
 JAMES CITY, VIRGINIA, HELD ON THE 18TH DAY OF NOVEMBER NINETEEN  
 HUNDRED EIGHTY-FIVE AT 3:04 P.M. IN THE COUNTY GOVERNMENT CENTER  
 BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. **ROLL CALL**

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

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

B. **MINUTES - November 4, 1985 - Regular Meeting**

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

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

C. **HIGHWAY MATTERS**

Mr. Frank Hall, Resident Engineer, reported that wiring on the traffic  
 signal lights on Route 199 would be completed in 10 days and the lights would then be  
 operational.

Mr. Hall further reported the resolution on Revenue Sharing for proposed  
 Route 199 would be presented to the Highway Commission for their review and  
 concurrence.

Mr. Taylor requested the Diascund Reservoir culvert on Route 621 be  
 cleared.

Mr. Hall responded his supervisor has been in touch with the New Kent  
 Highway Department and they would jointly be clearing the culvert.

Mr. DePue requested the bushes on the left hand side of Forest Glen Drive  
 be trimmed to provide safe entry onto Centerville Road.

D. **CONSENT CALENDAR**

Mr. Edwards asked Board members if they wished to have any items  
 removed from the Consent Calendar.

Mr. Mahone withdrew #D-1.

Mr. Edwards made a motion to approve the remaining item on the Consent  
 Calendar.

2. Set Public Hearing Date of December 16, 1985 for:

- a. Case No. SUP-38-85. Albert T. Slater
- b. Case No. SUP-40-85. Mary E. Turner

1. Mutual Law Enforcement Agreement

Mr. Mahone stated he was concerned that the agreement was with York  
 County and not other localities as well. Mr. Mahone also stated he felt the agreement  
 was not definitive enough. Mr. Mahone further stated that he felt the James City  
 County Police Department did not have the manpower necessary to carry out the  
 agreement.

Mr. Robert Key, Chief of Police, responded to Mr. Mahone's concerns stating an agreement with Williamsburg was in process and that the York County agreement would only be put into effect when there was an immediate threat to life or property, with the ranking Supervisor on duty making that final decision.

Mr. DePue made a motion to approve the agreement.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Taylor (4).  
NAY: Mahone (1). The motion passed by a 4-1 vote.

### RESOLUTION

#### Authorizing a Mutual Law Enforcement Agreement with York County

WHEREAS, a Mutual Law Enforcement Agreement with York County, Virginia, will provide for cooperation between county law enforcement forces, when necessary, to mutually protect the health, safety, and welfare of the public and render mutual protection, defense, and maintenance of peace and good order; and

WHEREAS, Chapter 3 of Title 15.1 of the Code of Virginia enables counties to enter into mutual law enforcement agreements.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the County Administrator to enter into and execute a Mutual Law Enforcement Agreement with York County, Virginia, at such time as York County authorizes execution of a mutually acceptable Agreement.

#### **E. BOARD CONSIDERATIONS**

1. Case No. SUP-22-85. City of Newport News/Diascund Reservoir Road
2. Case No. SUP-23-85. City of Newport News/Little Creek Reservoir

These two items were jointly discussed by the Board.

The Planning Commission recommends approval of the applications subject to 12 conditions and staff recommends an additional condition be included.

Mr. Mahone stated he was concerned with the discrepancy in the length of the tests, 36 hours vs. 72 hours. Mr. Mahone further stated that he felt a Regional Water Authority should be established.

Mr. Brown stated that because it is a test, the longer the test is run, the more accurate the test results will be.

Mr. Taylor stated he opposes the applications and further stated that James City County needs the groundwater for itself and other jurisdictions should not be allowed to use it.

Mr. Mahone made a motion to amend the resolutions to 15 days instead of 5 days in condition 13.

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

Mr. Edwards made a motion to approve the amended resolutions.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Mahone (4).  
NAY: Taylor (1). The motion passed by a 4-1 vote.

### RESOLUTION

#### Of Approval on Special Use Permit No. SUP-22-85 City of Newport News/Diascund Reservoir Road

WHEREAS, the Board of Supervisors of James City County has adopted by ordinance specific land uses that shall be subjected to a special use permit process; and

WHEREAS, the Planning Commission of James City County, in accordance with the staff recommendation, has recommended approval of Case No. SUP-22-85, a special use permit to allow the installation of a test well with two observation wells on property located on the north side of Diascund Reservoir Road approximately 1,200 feet northwest of the intersection of Stewarts Road and Diascund Reservoir Road.

THEREFORE, BE IT RESOLVED, that the Board of Supervisors of James City County does hereby approve the issuance of Special Use Permit No. SUP-22-85 as described herein with the following conditions.

1. Pumping of this well shall be limited to test purposes only and the permits shall be valid for a period of 18 months from the date of their issuance.
2. Compliance with all Local, State and Federal requirements for the construction, operation, maintenance and abandonment of water wells.
3. Compliance with all Local and State erosion control and sedimentation regulations as specified in Chapter 5A of the Code of the County of James City and the Virginia Erosion and Sediment Control Handbook.
4. Acquisition of all required permits prior to commencement of construction.
5. Copies of all drill records and test results shall be provided to James City County within 24 hours of the date such data is provided to Newport News.
6. Split samples of drill cuttings adequately labeled will be provided to James City County within 24 hours of furnishing these like samples to Newport News.
7. Proposed screen settings and lithologic log at this well will be provided for information to the James City County Director of Public Works no less than 24 hours before screens are to be set.
8. At this site either the test well or the observation well in the Cretaceous aquifer shall be provided with permanent, continuous water level recorders. This well will be given to the U.S. Geological Survey State Water Control Board Cooperative Water Level Network with permanent maintenance of the recorders by U.S.G.S. and access for data collection provided in the future; should U.S. Geological Survey decline to accept the observation wells, they shall be given under like terms and conditions to the James City Service Authority; the wells shall be given to U.S. Geological Survey or the James City Service Authority within 60 days of termination of pumping from the test well.
9. The depth of the test well shall be no more than 800 feet.
10. The pumping of this test well shall be a minimum of 800 gallons per minutes for at least 36 hours.
11. James City Service Authority and James City County personnel shall have access to the test and observation well sites at all times.
12. The test well and observation wells shall be installed on property identified as parcel (1-5) on James City County Real Estate Tax Map No. (3-1) and shall be constructed on sites as shown in the plans and specifications submitted with this application.
13. Newport News agrees to indemnify and save harmless all property owners served by well water within 3000 feet of a test well for any adverse impact on a property owner's well. The adverse impact shall occur and be reported in writing to either the County Administrator of James City County or the City

Manager of Newport News within fifteen days of the cessation of the pumping test.

If such adverse impact is determined by a panel described herein to be caused by the test pumping, Newport News shall compensate the affected property owner in such a manner that the adversely impacted well shall be restored at a minimum to its former level of performance. The panel shall be composed of an engineer appointed by James City County and an engineer appointed by Newport News; the two appointed engineers shall select a third engineer. The panel shall hear and decide the claim within 10 consecutive calendar days of being notified of such claim. Newport News and James City County shall bear equally the costs incurred to make the panel determination; provided, however, if the adverse impact is determined to be caused by the test well pumping, Newport News shall bear the total cost of the panel determination.

### RESOLUTION

#### Of Approval on Special Use Permit No. SUP-23-85 City of Newport News/Little Creek Reservoir

WHEREAS, the Board of Supervisors of James City County has adopted by ordinance specific land uses that shall be subjected to a special use permit process; and

WHEREAS, the Planning Commission of James City County, in accordance with the staff recommendation, has recommended approval of Case No. SUP-23-85, a special use permit to allow the installation of three test wells and six observation wells on property owned by the City of Newport News surrounding the Little Creek Reservoir.

THEREFORE, BE IT RESOLVED, that the Board of Supervisors of James City County does hereby approve the issuance of Special Use Permit No. SUP-23-85 as described herein with the following conditions.

1. Pumping of these wells shall be limited to test purposes only and the permits shall be valid for a period of 18 months from the date of their issuance.
2. Compliance with all Local, State and Federal requirements for the construction, operation, maintenance and abandonment of water wells.
3. Compliance with all Local and State erosion control and sedimentation regulations as specified in Chapter 5A of the Code of the County of James City and the Virginia Erosion and Sediment Control Handbook.
4. Acquisition of all required permits prior to commencement of construction.
5. Copies of all drill records and test results shall be provided to James City County within 24 hours of the date such data is provided to Newport News.
6. Split samples of drill cuttings adequately labeled will be provided to James City County within 24 hours of furnishing these like samples to Newport News.
7. Proposed screen settings and lithologic log at each well will be provided for information to the James City County Director of Public Works no less than 24 hours before screens are to be set.
8. At this site either the test well or the observation well in the Cretaceous aquifer shall be provided with permanent, continuous water level recorders. This well will be given to the U.S. Geological Survey State Water Control Board Cooperative Water Level Network with permanent maintenance of the

recorders by U.S.G.S. and access for data collection provided in the future; should U.S. Geological Survey decline to accept the observation wells, they shall be given under like terms and conditions to the James City Service Authority; the wells shall be given to U.S. Geological Survey or the James City Service Authority within 60 days of termination of pumping from the test well.

9. The depth of the test wells shall be no more than 800 feet.
10. The pumping of test wells shall be a minimum of 800 gallons per minutes for at least 36 hours.
11. James City Service Authority and James City County personnel shall have access to the test and observation well sites at all times.
12. The test well and observation wells shall be installed on property identified as parcel (1-1) on James City County Real Estate Tax Map No. (21-2) and shall be constructed on sites as shown in the plans and specifications submitted with this application.
13. Newport News agrees to indemnify and save harmless all property owners served by well water within 3000 feet of a test well for any adverse impact on a property owner's well. The adverse impact shall occur and be reported in writing to either the County Administrator of James City County or the City Manager of Newport News within fifteen days of the cessation of the pumping test.

If such adverse impact is determined by a panel described herein to be caused by the test pumping, Newport News shall compensate the affected property owner in such a manner that the adversely impacted well shall be restored at a minimum to its former level of performance. The panel shall be composed of an engineer appointed by James City County and an engineer appointed by Newport News; the two appointed engineers shall select a third engineer. The panel shall hear and decide the claim within 10 consecutive calendar days of being notified of such claim. Newport News and James City County shall bear equally the costs incurred to make the panel determination; provided, however, if the adverse impact is determined to be caused by the test well pumping, Newport News shall bear the total cost of the panel determination.

3. Oxford Associates - Powhatan

Staff recommends approval of the resolution.

Mr. Mahone stated he continues to feel the County should not give incentives to developers.

Mr. DePue made a motion to approve the resolution.

On a roll call, the vote was AYE: Brown, Edwards, DePue, Taylor (4).  
NAY: Mahone (1). The motion passed by a 4-1 vote.

R E S O L U T I O N

James-Oxford Limited Partnership

WHEREAS, the Hampton Redevelopment and Housing Authority (the "Authority"), has held a public hearing on November 13, 1985, regarding the issuance of its revenue bonds in an amount not to exceed \$15,400,000 (the "Bonds"), to assist James-Oxford Limited Partnership, a Maryland limited partnership (the "Developer"), in financing the acquisition and construction of a multi-family apartment project of approximately 220 units (the "Project"), to be located in the Powhatan Planned Community in James City County, Virginia; and

WHEREAS, the Board of Supervisors of James City County (the "Board of Supervisors"), has adopted a resolution (the "Consent Resolution") consenting to the issuance of revenue bonds by the Authority to finance the Project, subject to certain conditions set forth therein; and

WHEREAS, the Authority has conducted a public hearing and has recommended that the Board of Supervisors and the City Council of the City of Hampton, Virginia (the "City Council"), approve the issuance of the Bonds to comply with Section 103(k) of the Internal Revenue Code of 1954, as amended (the "Code"); and

WHEREAS, a copy of the Authority's resolution approving the issuance of the Bonds, subject to terms to be agreed upon, and recommending approval by the Board of Supervisors and the City Council, a record of the public hearing and a "fiscal impact statement" with respect to the Project have been filed with the Board of Supervisors.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JAMES CITY COUNTY, VIRGINIA:

1. The Board of Supervisors approves the issuance of the Bonds by the Authority for the benefit of the Developer to the extent required by Section 103(k) of the Code to permit the Authority to assist in the financing of the Project, subject to satisfaction of the conditions set forth in the Consent Resolution.
2. The approval of the issuance of the Bonds, as required by Section 103(k) of the Code, does not constitute an endorsement of the Bonds or the creditworthiness of the Developer, but as required by Section 36-29 of the Code of Virginia of 1950, as amended, the Bonds shall provide that the Bonds shall not be a debt of the City of Hampton, the Commonwealth of Virginia or any political subdivision thereof (other than the Authority) and neither the City of Hampton, nor the Commonwealth of Virginia or any political subdivision thereof (other than the Authority) shall be liable thereon, nor in any event shall the Bonds be payable out of any funds or properties other than those of the Authority specifically pledged thereto. The Bonds shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.
3. This resolution shall take effect immediately upon its adoption.

4. Ford's Colony Golf Maintenance Facility Well and Septic Tank

Staff recommends approval of the resolution subject to three conditions.

Mr. Mahone made a motion to approve the resolution.

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

R E S O L U T I O N

Ford's Colony Golf Maintenance Facility Well and Septic Tank

WHEREAS, the Ford's Colony planned community is located in the R-4 zoning district which requires that all development connect to public water and sewer facilities; and

WHEREAS, the developer has requested permission to utilize the existing well and septic tank to provide temporary water and sewer service to the Ford's Colony Golf Maintenance Facility until the developer extends public water and sewer to this part of the planned community.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia hereby approves temporary use of the existing well and septic tank to serve two buildings; one existing, one to be built at Ford's Colony Golf Maintenance Facility subject to the following conditions:

1. The developer shall connect Ford's Colony Golf Maintenance Facility to public sewer not later than September 30, 1987.
2. The developer shall connect Ford's Colony Golf Maintenance Facility to public water not later than September 30, 1986.
3. Septic tank and drainfield shall comply with all requirements of the State Health Department.

**F. PUBLIC AUDIENCE**

1. Mrs. Elizabeth Vaiden, 110 Cary Street, stated she had two concerns regarding Riverview Plantation. Mrs. Vaiden requested the Board investigate why the 32nd person for a building permit was denied, and whether staff would provide a floating water guarantee in order that two lots under contract in Block H could close mortgage financing.

**G. REPORTS OF THE COUNTY ADMINISTRATOR**

Mr. Oliver requested the Board go into an Executive Session at the appropriate time to discuss a personnel and real estate matter.

**H. BOARD REQUESTS AND DIRECTIVES**

Mr. Edwards requested Board comments on Board meeting dates for 1986. Mr. Edwards suggested Option B in his memorandum, the 1st and 3rd Mondays of the month. Mr. Edwards further suggested that staff advertise public hearings after the Planning Commission makes their recommendation to reduce the time before these cases are heard by the Board of Supervisors.

Mr. Edwards made a motion to approve moving the 1986 Board meeting dates to the 1st and 3rd Mondays of the month and have staff advertise public hearings after the Planning Commission gives recommendations.

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

It was the consensus of the Board to meet with the School Board after staff had provided information on financing.

Mr. DePue requested Mr. McDonald to prepare an explanatory memorandum on the merits of the School Board's budget request and how the County reacts to those requests.

Mr. Edwards made a motion to go into Executive Session to discuss a personnel and real estate issue pursuant to Section 2.1-344(a)(1) and (2) of the Code of Virginia, 1950 as amended.

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

The meeting convened into Executive Session at 4:10 p.m. and reconvened into public session at 5:10 p.m.

Mr. Brown moved to reappoint Mr. James B. Bowry and Mr. Henry A. Tyssen, Jr. to the Electrical Examining Board for a three-year term.

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

Mr. Edwards made a motion to adjourn.

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

The Board adjourned at 5:11 p.m.

  
James B. Oliver, Jr.  
Clerk to the Board



## MUTUAL LAW ENFORCEMENT AGREEMENT

THIS AGREEMENT is made this 22nd day of November, 1985, by and between the counties executing this Agreement, each hereinafter referred to as "County", and establishes the following:

Section I. Authority.

This Agreement is made pursuant to the provisions of Chapter 3 of Title 15.1 of the Code of Virginia.

Section II. Law Enforcement Offices.

For purposes of this Agreement "Law Enforcement Officers" shall be defined as sworn personnel of the James City County Police Department and sworn personnel of the York County Sheriff's Department.

Section III. Purpose.

This Agreement provides for the mutual protection of all parties hereto by the use of their joint law enforcement forces, both regular and auxiliary, and their equipment and materials, in those situations where cooperation is necessary to mutually protect the health, safety, and welfare of the public and render mutual protection, defense, and maintenance of peace and good order.

Section IV. Scope.

Each County authorizes and directs its law enforcement officers to render and request mutual law enforcement aid to and from the other County to the extent of available personnel and equipment not required for the adequate protection of the County rendering aid. The judgment of the police chief, or sheriff, or the officer commanding in his absence, of each County rendering aid, as to the amount of personnel and equipment available, shall be final.

Section V. Powers.

Law enforcement officers while performing their duty under this Agreement shall have the same authority in the other County as they have within the County where they are appointed, including the power of arrest. Such officers

rendering aid shall be under the direction and authority of the senior local law enforcement officer of a supervisory rank of the County which they are aiding when such supervisory officer is present. If such a supervisory officer is not present, the senior supervisory officer present for the aiding County shall be in charge. If no supervisory officer is present, the senior officer who is present for the local County shall be in charge. If no officers of the local County are present, the aiding officers shall operate under their normal chain of command. All officers shall be subject to the rules, regulations, and policies of their own department.

Section VI. Remuneration.

a) Mutual aid shall be rendered without charge for routine law enforcement assistance.

b) The County Administrator of the aiding County shall submit to the County Administrator of the County which received aid an itemized request for remuneration for any unusual or burdensome costs incurred in the performance of mutual aid. Such request shall be made within forty-five (45) days of the aid rendered. Remuneration shall be made without unreasonable delay.

Section VII. Liability.

a) All law enforcement officers rendering mutual aid shall have the same powers, rights, benefits, privileges, and immunities in the other County as they have within the County where they were appointed.

b) All law enforcement officers rendering mutual aid shall be covered by the liability insurance and workers' compensation programs of the County where they were appointed. Liability insurance contracts shall specifically provide protection for officers performing duties pursuant to mutual law enforcement agreements.

c) All law enforcement officers shall retain all pension and disability rights while performing duty pursuant to this Agreement.

Section VIII. Effective Date.

This Agreement shall be in full force and effect and legally binding upon its execution by both Counties. Each County shall retain an original signed Agreement.

Section IX. Termination.

a) This Agreement shall remain in full force and effect and legally binding until such time as a County's governing body passes a Resolution terminating this Agreement.

b) A copy of a Resolution terminating this Agreement shall be filed with the County Administrator of each County within twenty-four (24) hours of passage.

IN WITNESS WHEREOF, the County of James City, Virginia, has caused this Agreement to be duly executed in its name and behalf by the County Administrator of the County of James City, he having been authorized so to do by Resolution adopted by the Board of Supervisors of the County of James City, Virginia, at a regular meeting held on the 18th day of November, 1985; and the County of York, Virginia, has caused this Agreement to be duly executed in its name and behalf by the County Administrator of the County of York, he having been authorized so to do by Resolution adopted by the Board of Supervisors of the County of York, Virginia, at a regular meeting held on the 21st day of November, 1985. The Sheriff of York County has executed this Agreement to indicate his desire for and consent to the terms hereof.