

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 20TH DAY OF JUNE, NINETEEN HUNDRED EIGHTY-EIGHT, AT 1:00 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
 Perry M. DePue, Powhatan District
 Thomas K. Norment, Jr., Roberts District
 Stewart U. Taylor, Stonehouse District

David B. Norman, County Administrator
 Frank M. Morton, III, County Attorney

B. MINUTES - June 6, 1988

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

Mr. Mahone asked that the vote on Case No. SUP-10-88 be corrected to reflect two NAY votes (Mahone and Norment), and made a motion to approve the minutes as corrected.

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

C. HIGHWAY MATTERS

Mr. Frank Hall, Resident Engineer, Virginia Department of Transportation, reported that the Highway Department had received a good bid on the Route 631 project and that Lake Powell Road had been posted with a ten ton weight limit for truck traffic.

Mr. Taylor asked the status of the Hicks Island Road issue.

Mr. Hall replied that no ruling had been made and that he would pursue the matter.

Mr. Taylor stated that citizens were concerned about when the upgrading of the Barhamsville Exit intersection would be completed.

Mr. Hall responded that the surface was being removed and replaced on one side of the road at a time.

Mr. Taylor requested trimming of tree limbs which overhang Strawberry Plains Road near the Farmers Market, and along Holly Forks Road near the New Kent County line.

Mr. DePue asked about the traffic light installation at Longhill Road and Olde Towne Road.

Mr. Hall replied that the traffic light should be in operation within thirty days.

Mr. Edwards asked the status of the Longhill Connector Road.

Mr. Frank Morton, III, County Attorney, responded that new language had been submitted, and Mr. Hall added that Richmond is reviewing that wording.

Mr. Mahone reminded Mr. Hall of the request for marking or lights at the 143 exit onto Route 199 west.

Mr. Hall replied that that request was being studied.

Mr. Mahone requested Mr. Hall's advisement of steps necessary to eliminate traffic across Lake Powell Dam.

Mr. Hall responded that he would research and contact Mr. Mahone.

D. **PROCLAMATION - Social Services 50th Anniversary**

Mr. Edwards made a motion to approve the resolution.

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

R E S O L U T I O N

SOCIAL SERVICES 50TH ANNIVERSARY

WHEREAS, the James City County Social Services Board and Department of Social Services has existed for 50 years as of July 2, 1988; and

WHEREAS, during that period the Social Services Board and Social Services employees have provided valuable services to the residents of James City County; and

WHEREAS, the Department's employees have served with diligence, commitment and concern.

NOW, THEREFORE, BE IT RESOLVED that the James City County Board of Supervisors wishes to extend congratulations and appreciation to the Social Services Board and Social Services employees for 50 years of service to residents of James City County.

BE IT FURTHER RESOLVED that this resolution be spread upon the minutes of the James City County Board of Supervisors to be in preserved in perpetuity.

E. **PUBLIC HEARINGS**

1. **Case No. SUP-13-88. Williamsburg-James City County Schools**

Mr. Allen Murphy, Jr., Principal Planner stated that the Williamsburg-James City County Schools had applied for a special use permit to allow the placement of two temporary classroom trailers at Rawls Byrd School on 12.63 acres.

Staff recommended approval of the special use permit with the condition shown in the resolution.

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

Mr. Norment made a motion to approve the resolution.

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

R E S O L U T I O NCASE NO. SUP-13-88

WHEREAS, the Williamsburg/James City County Schools have applied for a Special Use Permit to allow the placement of two temporary classroom trailers at Rawls Byrd School located at 112 Laurel Lane and further described as Parcel (6-171A) on James City County Real Estate Tax Map No. (48-1).

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that a Special Use Permit be granted for the placement of two temporary classroom trailers on the above-referenced property with the following condition:

This permit shall be valid for two years from the date of approval.

2. Case No. SUP-14-88. Williamsburg-James City County Schools

Mr. Murphy stated that the Williamsburg-James City County Schools had applied for a special use permit to allow the placement of one temporary classroom trailer at Norge School on 20.0 acres.

Staff recommended approval of the special use permit with the condition shown in the resolution.

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

Mr. Norment made a motion to approve the resolution.

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

R E S O L U T I O NCASE NO. SUP-14-88

WHEREAS, the Williamsburg/James City County Schools have applied for a Special Use Permit to allow the placement of a temporary classroom trailer at Norge School located at 7311 Richmond Road and further identified as Parcel (1-35) on James City County Real Estate Tax Map No. (23-2).

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that a Special Use Permit be granted for the placement of a temporary classroom trailer on the above-referenced property with the following condition:

This permit shall be valid for two years from the date of approval.

3. Case No. SUP-15-88. Melvin Hazelwood

Mr. Murphy stated Mr. Melvin Hazelwood had applied for a special use permit to allow the placement of a mobile home to be used as a residence on 40.34 acres.

Staff recommended approval with conditions shown in the resolution.

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

After a brief discussion, Mr. Taylor made a motion to delete Condition 4 of the resolution.

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

Mr. Taylor made a motion to approve the resolution.

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

R E S O L U T I O N

CASE NO. SUP-15-88

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

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

Applicant: Melvin Hazelwood

Real Estate Tax Map ID: 9-2

Parcel No.: 1-12

Address: 8936 Diascund Road

District: Stonehouse

Zoning: A-1

- Conditions:
1. This permit shall be valid only for the mobile home applied for. If the mobile home is removed, this permit shall become void. Any replacement shall require a new permit from the Board of Supervisors. If the permit is not exercised it shall become void one year from the date of approval.
 2. The mobile home shall be skirted and meet the requirements of the Department of Housing and Urban Development Manufactured Home Construction and Safety Standards.
 3. The number of bedrooms shall not exceed two.
 4. Existing trees within twenty feet of all property lines shall remain except where clearing is necessary for the mobile home, driveway, and utilities.

4. Case No. SUP-16-88. Lelia H. New

Mr. Murphy stated that Mrs. Lelia H. New had submitted an application for a special use permit to allow the placement of a mobile home to be used as a residence on 2.69 acres.

Staff recommended approval with conditions shown in the resolution.

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

Mr. Taylor made a motion to approve the resolution.

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

R E S O L U T I O N

CASE NO. SUP-16-88

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

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

Applicant: Mrs. Lelia H. New

Real Estate Tax Map ID: 22-1

Parcel No.: 1-14

Address: 7696 Church Lane

District: Stonehouse

Zoning: A-1

- Conditions:
1. The applicant shall submit an exact description of the mobile home before placement on the property. This permit shall be valid only for that mobile home. If the mobile home is removed, this permit shall become void. Any replacement shall require a new permit from the Board of Supervisors. If the permit is not exercised it shall become void one year from the date of approval.
 2. The mobile home shall be skirted and meet the requirements of the Department of Housing and Urban Development Manufactured Home Construction and Safety Standards.
 3. The number of bedrooms shall not exceed three.
 4. The mobile home which is presently on the site shall be removed within two weeks of placement of the new mobile home on the site.
 5. Existing trees within twenty feet of the property lines shall remain except where clearing is necessary for the mobile home, driveway, and utilities.

5. Case No. SUP-17-88. Charles L. and Tammy C. Shaw

Mr. Murphy stated that Mr. and Mrs. Charles Shaw had submitted an application for a special use permit to allow the placement of a mobile home to be used as a residence on .403 acres.

Staff recommended approval with conditions shown in the resolution.

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

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

R E S O L U T I O NCASE NO. SUP-17-88

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

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

Applicant: Mr. and Mrs. Charles C. Shaw, Jr.

Real Estate Tax Map ID: 19-1

Parcel No.: 11-3

Address: 7605 Beechwood Drive

District: Stonehouse

Zoning: A-1

- Conditions:
1. This permit shall be valid only for the mobile home applied for. If the mobile home is removed, this permit shall become void. Any replacement shall require a new permit from the Board of Supervisors. If the permit is not exercised it shall become void one year from the date of approval.
 2. The mobile home shall be skirted and meet the requirements of the Department of Housing and Urban Development Manufactured Home Construction and Safety Standards.
 3. This application shall be for a mobile home with a maximum of two bedrooms.
 4. Existing trees within twenty feet of the property lines shall remain except where clearing is necessary for the mobile home, driveway, septic tank and drainfield, and utilities.
 5. The new deep well to be drilled for the mobile home shall be approved by the Health Department prior to occupancy.

F. CONSENT CALENDAR

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

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

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

1. York County and New Kent County Landfill Agreements

R E S O L U T I O N

YORK COUNTY AND NEW KENT COUNTY

LANDFILL AGREEMENTS

WHEREAS, James City County currently has agreements with York County and New Kent County to allow certain waste to be disposed of at the James City County Landfill; and

WHEREAS, the costs associated with accepting such wastes justify that York County and New Kent County should pay an increased fee for the acceptance of such waste; and

WHEREAS, a fee of \$27 per ton is an appropriate and reasonable fee for the acceptance of waste material.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the County Administrator is authorized and directed to negotiate and enter into a new agreement specifying a fee of \$27 per ton for the acceptance of certain York County waste material.

BE IT FURTHER RESOLVED that the County Administrator is authorized and directed to notify New Kent County that pursuant to the existing landfill agreement the fee for acceptance of New Kent County refuse shall be increased to \$27 per ton.

2. Dedication of Streets to Virginia Department of Transportation

R E S O L U T I O N

DEDICATION OF STREETS IN GROVE SUBDIVISION

WHEREAS, James City County received a HUD Community Development Block Grant for improvements within the Grove Redevelopment area including acquisition of property and construction of certain streets in Grove Subdivision; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Virginia Department of Transportation be, and is hereby respectfully requested, contingent on the above, to include the following streets in Grove Subdivision, Roberts Election District, James City County, in the State Secondary Highway System:

1. Woodside Drive, 50 and 60 foot rights-of-way
From: U.S. Route 60
To: End of cul-de-sac
Distance: 1,707 feet (0.32 miles)
2. Grove Heights Avenue, 50 foot right-of-way
From: State Route 675
To: Intersection of Woodside Drive
Distance: 147 feet (0.03 miles)

3. Juniper Court, 50 foot right-of-way
From: Intersection of Woodside Drive
To: End of cul-de-sac
Distance: 202 feet (0.04 miles)
4. Mahogany Lane, 50 foot right-of-way
From: State Route 655
To: Intersection of Woodside Drive
Distance: 442 feet (0.08 miles)

The rights-of-way of 50 and 60 feet, along with drainage easements, are guaranteed as evidenced by the following plats of record:

Grove Subdivision, recorded in Plat Book 43, pages 73 and 74, dated June 4, 1986.

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

R E S O L U T I O N

DEDICATION OF STREETS IN GROVE, PHASE II

WHEREAS, the County of James City County received a HUD Grant to improve and construct certain streets in the Grove area under Grove, Phase II - Street and Drainage Improvements; and

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

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

WHEREAS, the County has acquired the requisite right-of-way required by the Virginia Department of Transportation for the inclusion of these streets into the James City County Secondary Highway System as evidenced by certain plan sketches entitled "Grove Streets Phase II," Right-of-Way Acquisition, Sheets 1 and 2: Whiting Avenue, Whiting Connector, Church Street, Railroad Street, Railroad Connector, Grove Heights Avenue," dated May 7, 1985, at Williamsburg, Virginia.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Virginia Department of Transportation be, and is hereby respectfully requested, contingent upon the above, to include the following streets in the Grove area, Roberts Election District, James City County, in the State Secondary Highway System:

1. Whiting Connector - 50 foot right-of-way
From: Pocahontas Trail (U.S. Route 60)
To: Grove Heights Avenue
Distance: 465 feet (0.09 miles)
2. Grove Heights Avenue - 50 foot right-of-way
From: Whiting Connector
To: Grove Heights Avenue (State Route 675)
Distance: 345 feet (0.06 miles)
3. Church Street - 50 foot right-of-way
From: Whiting Avenue (State Route 648)
To: Church Street (State Route 655)
Distance: 100 feet (0.02 miles)

4. Railroad Connector - 50 foot right-of-way
From: Whiting Avenue (State Route 648)
To: Railroad Street (State Route 692)
Distance: 510 feet (0.10 miles)
5. Whiting Avenue - 50 foot right-of-way
From: Church Street (State Route 655)
To: Railroad Connector
Distance: 300 feet (0.06 miles)

A total distance of 1,720 feet (0.33 miles)

BE IT FURTHER RESOLVED that the Board guarantee, and it does hereby guarantee, an unrestricted right-of-way of said streets for the length and width herein above designated, and as further evidenced by certain plan sketches entitled "Grove Streets Phase II, Right-of-Way Acquisition, Sheets 1 and 2: Whiting Avenue, Whiting Connector, Church Street, Railroad Street, Railroad Connector, Grove Height Avenue," dated May 7, 1985, at Williamsburg, Virginia.

BE IT FURTHER RESOLVED that the Board of Supervisors further guarantee, and it does hereby so guarantee the right of drainage over the easements as evidenced by certain plan sketches entitled, "Grove Streets Phase II, Right-of-Way Acquisition, Sheets 1 and 2: Whiting Avenue, Whiting Connector, Church Street, Railroad Street, Railroad Connector, Grove Heights Avenue," dated May 7, 1985, at Williamsburg, Virginia.

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

R E S O L U T I O N

DEDICATION OF STREETS IN GLENWOOD ACRES

WHEREAS, the developer of Glenwood Acres 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 Glenwood Acres to be included in the State Secondary Highway System, provided these streets meet with the requirements of the Virginia Department of Transportation, and providing that any alterations, corrections, or other matters that might be found desirable by the Virginia Department of Transportation are made within a ninety (90) day period from the date that the Virginia Department of Transportation makes its final inspection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Virginia Department of Transportation be, and is hereby respectfully requested, contingent on the above, to include the following streets in Glenwood Acres, Stonehouse Election District, James City County, in the State Secondary Highway System:

1. Old Mill Lane, 50-foot right-of-way
From: Route 609
To: Timber Lane
Distance: 1907 feet (0.36 miles)
2. Timber Lane, 50-foot right-of-way
From: Old Mill Lane
To: 0.05 mile east to end of cul-de-sac and 0.11
mile west to end of cul-de-sac
Distance: 845 feet (0.16 miles)

The rights-of-way of 50 feet, along with drainage easements, are guaranteed as evidenced by the following plats of record:

Glenwood Acres recorded in Plat Book 44, pages 53 and 54 dated January 13, 1987.

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

R E S O L U T I O N

DEDICATION OF STREETS IN DRUMMOND'S FIELD, SECTION 1

WHEREAS, the developer of Drummond's Field, Section 1 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 Drummond's Field, Section 1 to be included in the State Secondary Highway System, provided these streets meet with the requirements of the Virginia Department of Transportation, and providing that any alterations, corrections, or other matters that might be found desirable by the Virginia Department of Transportation are made within a ninety (90) day period from the date that the Virginia Department of Transportation makes its final inspection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Virginia Department of Transportation be, and is hereby respectfully requested, contingent on the above, to include the following streets in Drummond's Field, Section 1, Jamestown Election District, James City County, in the State Secondary Highway System:

1. Mott Lane, 50-foot right-of-way
From: Route 614
To: Manion Drive
Distance: 3,222 feet (0.61 miles)
2. Manion Drive, 50-foot right-of-way
From: Mott Lane
To: 0.20 mile east to cul-de-sac and 0.09 mile west to cul-de-sac
Distance: 1,509 feet (0.29 miles)

The rights-of-way of 50 feet, along with drainage easements, are guaranteed as evidenced by the following plats of record:

Drummond's Field, Section 1, recorded in Plat Book 41, pages 9 and 10 dated July 2, 1985.

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

R E S O L U T I O N

DEDICATION OF STREETS IN ROLLING WOODS, SECTION 1

WHEREAS, the developer of Rolling Woods, Section 1 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 Rolling Woods, Section 1 to be included in the State Secondary Highway System, provided these streets meet with the requirements of the Virginia Department of Transportation, and providing that any alterations, corrections, or other matters that might be found desirable by the Virginia Department of Transportation are made within a ninety (90) day period from the date that the Virginia Department of Transportation makes its final inspection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Virginia Department of Transportation be, and is hereby respectfully requested, contingent on the above, to include the following streets in Rolling Woods, Section 1, Jamestown Election District, James City County, in the State Secondary Highway System:

1. Rolling Woods Drive, 50-foot right-of-way
From: Route 617
To: Intersection of Mockingbird Drive
Distance: 1,741 feet (0.33 miles)
2. Hidden Lake Drive, 50-foot right-of-way
From: Rolling Woods Drive
To: Intersection of Mockingbird Drive
Distance: 1,460 feet (0.28 miles)
3. Linden Lane, 50-foot right-of-way
From: Rolling Woods Drive
To: Hidden Lake Drive
Distance: 622 feet (0.12 miles)
4. Mockingbird Drive, 50-foot right-of-way
From: Rolling Woods Drive
To: Hidden Lake Drive
Distance: 474 feet (0.09 miles)

The rights-of-way of 50 feet, along with drainage easements, are guaranteed as evidenced by the following plats of record:

Rolling Woods Subdivision, Section 1, recorded in Plat Book 45, pages 5 and 6, dated March 27, 1987.

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

R E S O L U T I O N

DEDICATION OF STREETS IN POWHATAN, SECTION 1,

ACCESS TO STEEPLECHASE APARTMENTS

WHEREAS, the developer of Powhatan, Section 1, and Steeplechase Apartments 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 Powhatan, Section 1, access to Steeplechase Apartments to be included in the State Secondary Highway System, provided these streets meet with the requirements of the Virginia Department of Transportation, and providing that any alterations, corrections, or other matters that might be found desirable by the Virginia Department of Transportation are made within a ninety (90) day period from the date that the Virginia Department of Transportation makes its final inspection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Virginia Department of Transportation be, and is hereby respectfully requested, contingent on the above, to include the following streets in Powhatan, Section 1, access to Steeplechase Apartments, Berkeley Election District, James City County, in the State Secondary Highway System:

1. Powhatan Parkway, 80-foot right-of-way
From: Route 615
To: Intersection of Powhatan Secondary
Distance: 755 feet (0.14 miles)

2. Powhatan Secondary, 60-foot right-of-way
 From: Powhatan Parkway
 To: Cul-de-sac
 Distance: 1,569 feet (0.30 miles)

The rights-of-way of 60 and 80 feet, along with drainage easements, are guaranteed as evidenced by the following plats of record:

Parcel II and Access Road being a Subdivision of Powhatan Enterprises, recorded in Plat Book 41, page 85, dated December 16, 1985.

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

R E S O L U T I O N

DEDICATION OF STREETS IN CHANCO'S GRANT, SECTION 1

WHEREAS, the developer of Chanco's Grant, Section 1 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 Chanco's Grant, Section 1 to be included in the State Secondary Highway System, provided these streets meet with the requirements of the Virginia Department of Transportation, and providing that any alterations, corrections, or other matters that might be found desirable by the Virginia Department of Transportation are made within a ninety (90) day period from the date that the Virginia Department of Transportation makes its final inspection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Virginia Department of Transportation be, and is hereby respectfully requested, contingent on the above, to include the following streets in Chanco's Grant, Section 1, Jamestown Election District, James City County, in the State Secondary Highway System:

1. William Bedford, 60-foot right-of-way
 From: Route 615
 To: Intersection of Richard Pace North and South
 Distance: 636 feet (0.12 miles)
2. Robert Hunt South, 50-foot right-of-way
 From: William Bedford
 To: Cul-de-sac
 Distance: 325 feet (0.06) miles)
3. Robert Hunt North, 50-foot right-of-way
 From: William Bedford
 To: Cul-de-sac
 Distance: 444 feet (0.08 miles)
4. Richard Pace South, 50-foot right-of-way
 From: William Bedford
 To: Cul-de-sac
 Distance: 554 feet (0.10 miles)
5. Richard Pace North, 50-foot right-of-way
 From: William Bedford
 To: Cul-de-sac
 Distance: 662 feet (0.13 miles)

The rights-of-way of 50 and 60 feet, along with drainage easements, are guaranteed as evidenced by the following plats of record:

Chanco's Grant, Section 1, recorded in Plat Book 42, page 60 dated May 13, 1986.

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

R E S O L U T I O N

DEDICATION OF STREETS IN RACEFIELD, SECTION 5

WHEREAS, the developer of Racefield, Section 5 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 Racefield, Section 5 to be included in the State Secondary Highway System, provided these streets meet with the requirements of the Virginia Department of Transportation, and providing that any alterations, corrections, or other matters that might be found desirable by the Virginia Department of Transportation are made within a ninety (90) day period from the date that the Virginia Department of Transportation makes its final inspection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Virginia Department of Transportation be, and is hereby respectfully requested, contingent on the above, to include the following streets in Racefield, Section 5 Stonehouse, Election District, James City County, in the State Secondary Highway System:

1. Preakness Lane, 50 foot right-of-way
From: Route 622
To: Belmont Drive
Distance: 532 feet (0.10 miles)
2. Belmont Drive, 50 foot right-of-way
From: Preakness Lane
To: 0.06 mile east to the end of cul-de-sac and
0.11 mile west to the end of cul-de-sac.
Distance: 920 feet (0.17 miles)

The rights-of-way of 50 feet, along with drainage easements, are guaranteed as evidenced by the following plats of record:

Racefield, Section 5, recorded in Plat Book No. 48, Pages 89 and 90, dated November 19, 1986.

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

R E S O L U T I O N

DEDICATION OF STREETS IN CHESTNUT HILLS

WHEREAS, the developer of Chestnut Hills 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 Chestnut Hills to be included in the State Secondary Highway System, provided these streets meet with the requirements of the Virginia Department of Transportation, and providing that any alterations, corrections, or other matters that might be found desirable by the Virginia Department of Transportation are made within a ninety (90) day period from the date that the Virginia Department of Transportation makes its final inspection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Virginia Department of Transportation be, and is hereby respectfully requested, contingent on the above, to include the following streets in Chestnut Hills, Jamestown Election District, James City County, in the State Secondary Highway System:

1. Chestnut Hill Court, 50 foot right-of-way
From: Route 1101 (John Rolfe Lane)
To: Cul-de-sac
Distance: 257 feet (0.05 miles)

The rights-of-way of 50 feet, along with drainage easements, are guaranteed as evidenced by the following plats of record:

Chestnut Hill Subdivision, recorded in Plat Book 287, Page 701, dated November 15, 1985.

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

R E S O L U T I O N

DEDICATION OF STREETS IN SHELLBANK WOODS, PHASES II, III AND IV

WHEREAS, the developer of Shellbank Woods, Phases II, III and IV 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 Shellbank Woods, Phases II, III and IV to be included in the State Secondary Highway System, provided these streets meet with the requirements of the Virginia Department of Transportation, and providing that any alterations, corrections, or other matters that might be found desirable by the Virginia Department of Transportation are made within a ninety (90) day period from the date that the Virginia Department of Transportation makes its final inspection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Virginia Department of Transportation be, and is hereby respectfully requested, contingent on the above, to include the following streets in Shellbank Woods, Phases II, III and IV, Jamestown Election District, James City County, in the State Secondary Highway System:

1. Evergreen Way, 50-foot right-of-way
From: Route 1101 (John Rolfe Lane)
To: End of cul-de-sac
Distance: 1,108 feet (0.21 miles)

2. Loxley Lane, 50-foot right-of-way
From: Evergreen Way
To: End of cul-de-sac
Distance: 615 feet (0.12 miles)
3. Jameswood, 50-foot right-of-way
From: Route 1101 (John Rolfe Lane)
To: Maple Lane
Distance: 814 feet (0.15 miles)
4. Maple Lane, 50-foot right-of-way
From: Jameswood
To: End of cul-de-sac
Distance: 658 feet (0.12 miles)

The rights-of-way of 50 feet, along with drainage easements, are guaranteed as evidenced by the following plats of record:

Shellbank Woods, Phase II, recorded in Plat Book 40, page 12, dated November 15, 1984; Shellbank Woods, Phase III, recorded in Plat Book 43, page 41, dated August 5, 1988; and Shellbank Woods, Phase IV, recorded in Plat Book 43, page 79, dated October 23, 1986.

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

R E S O L U T I O N

DEDICATION OF STREETS IN WINDSOR FOREST,

SECTIONS 2, 12, 14, 15 and 16,

SETON HILL AT WINDSOR FOREST, PHASE 1

WHEREAS, the developer of Windsor Forest, Sections 2, 12, 14, 15 and 16, Seton Hill at Windsor Forest, Phase I 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, Sections 2, 12, 14, 15 and 16, Seton Hill at Windsor Forest, Phase I to be included in the State Secondary Highway System, provided these streets meet with the requirements of the Virginia Department of Transportation, and providing that any alterations, corrections, or other matters that might be found desirable by the Virginia Department of Transportation are made within a ninety (90) day period from the date that the Virginia Department of Transportation makes its final inspection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Virginia Department of Transportation be, and is hereby respectfully requested, contingent on the above, to include the following streets in Windsor Forest, Sections 2, 12, 14, 15 and 16, Seton Hill at Windsor Forest, Phase I, Powhatan, Election District, James City County, in the State Secondary Highway System:

1. Berkshire Road, 60-foot right-of-way
From: Devon Road
To: Buford Road
Distance: 1,412 feet (0.27 miles)
2. Somerset Court
From: Devon Road
To: Cul-de-sac
Distance: 597 feet (0.11 miles)
3. Devon Road, 60-foot right-of-way
From: Longhill Road
To: Intersection of Waterford Court
Distance: 3,862 feet (0.73 miles)

4. Sussex Court, 50-foot right-of-way
From: Berkshire Road
To: Cul-de-sac
Distance: 595 feet (0.11 miles)
5. Windsor Way, 60-foot right-of-way
From: Devon Road
To: Cul-de-sac
Distance: 1,079 feet (0.20 miles)
6. Seton Hill Road, 40-foot right-of-way
From: Devon Road
To: Seton Hill
Distance: 1,630 feet (0.31 miles)

The rights-of-way of 40, 50 and 60 feet along with drainage easements, are guaranteed as evidenced by the following plats of record:

Windsor Forest, Section 2, recorded in Plat Book 29, page 33 dated March 9, 1972; Windsor Forest, Section 12, recorded in Plat Book 38, page 80, dated November 15, 1983; Windsor Forest, Section 14, recorded in Plat Book 40, page 89, dated May 14, 1985; Windsor Forest, Section 15, recorded in Plat Book 42, page 35, dated April 11, 1986; Windsor Forest, Section 16, recorded in Plat Book 43, page 58, dated September 8, 1986; and Seton Hill at Windsor Forest, Phase I, recorded in Plat Book 45, page 67 dated June 17, 1987.

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

R E S O L U T I O N

DEDICATION OF STREETS IN HUNTER'S CREEK, SECTION 1

WHEREAS, the developer of Hunter's Creek, Section 1 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 Hunter's Creek, Section 1 to be included in the State Secondary Highway System, provided these streets meet with the requirements of the Virginia Department of Transportation, and providing that any alterations, corrections, or other matters that might be found desirable by the Virginia Department of Transportation are made within a ninety (90) day period from the date that the Virginia Department of Transportation makes its final inspection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Virginia Department of Transportation be, and is hereby respectfully requested, contingent on the above, to include the following streets in Hunter's Creek, Section 1, Stonehouse Election District, James City County, in the State Secondary Highway System:

1. Turlington Road, 50-foot right-of-way
From: Route 60 (Richmond Road)
To: Hinton Street
Distance: 1,978 feet (0.37 miles)
2. Vincent Drive, 50-foot right-of-way
From: Turlington Road
To: Hinton Street
Distance: 650 feet (0.12 miles)
3. Hinton Street, 50-foot right-of-way
From: Turlington Road
To: Vincent Drive
Distance: 285 feet (0.05 miles)

The rights-of-way of 50 feet, along with drainage easements, are guaranteed as evidenced by the following plats of record:

Hunter's Creek, Section 1, recorded in Plat Book 40, page 33, dated January 7, 1985.

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

R E S O L U T I O N

DEDICATION OF STREETS IN MERRY OAKS, SECTIONS I AND II

WHEREAS, the developer of Merry Oaks, Sections I and II 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 Merry Oaks, Sections I and II to be included in the State Secondary Highway System, provided these streets meet with the requirements of the Virginia Department of Transportation, and providing that any alterations, corrections, or other matters that might be found desirable by the Virginia Department of Transportation are made within a ninety (90) day period from the date that the Virginia Department of Transportation makes its final inspection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Virginia Department of Transportation be, and is hereby respectfully requested, contingent on the above, to include the following streets in Merry Oaks, Sections I and II, Stonehouse Election District, James City County, in the State Secondary Highway System:

1. Merry Oaks Lane, 50-foot right-of-way
From: Route 60 (Richmond Road)
To: Hilltop Court
Distance: 3,995 feet (0.76 miles)
2. Hilltop Court, 50-foot right-of-way
From: Merry Oaks Lane
To: 0.07 miles east to end of cul-de-sac and 0.11
mile west to end of cul-de-sac
Distance: 967 feet (0.18 miles)

The rights-of-way of 50 feet, along with drainage easements, are guaranteed as evidenced by the following plats of record:

Merry Oaks, Section 1, recorded in Plat Book 40, pages 22 and 23 dated December 12, 1984; Merry Oaks, Section II, recorded in Plat Book 41, page 36, dated August 20, 1985.

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

3. James City County Deferred Compensation Plan

R E S O L U T I O N

ADOPTING A DEFERRED COMPENSATION PLAN

WHEREAS, the County of James City (the Employer) has employees rendering valuable services; and

WHEREAS, the establishment of a deferred compensation plan for such employees serves the interests of the Employer by enabling it to provide reasonable retirement security for its employees, by providing increased flexibility in its personnel management system, and by assisting in the attraction and retention of competent personnel; and

WHEREAS, the Employer has determined that the establishment of a deferred compensation plan to be administered by the ICMA Retirement Corporation serves the above objectives; and

WHEREAS, the Employer desires that the investment of funds held under its deferred compensation plan be administered by the ICMA Retirement Corporation, and that such funds be held by the ICMA Retirement Trust, a trust established by public employers for the collective investment of funds held under their deferred compensation plans and money purchase retirement plans.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby adopts the Deferred Compensation Plan attached hereto as Appendix A; hereby executes the Declaration of Trust of ICMA Retirement Trust attached hereto as Appendix B and the Trust Agreement With The ICMA Retirement Corporation attached hereto as Appendix C; and appoints the ICMA Retirement Corporation to serve as Administrator thereunder.

BE IT FURTHER RESOLVED that the Personnel Manager shall be the coordinator for this program and shall receive necessary reports, notices, etc., from the ICMA Retirement Corporation or the ICMA Retirement Trust, and shall cast, on behalf of the Employer, any required votes under the program. Administrative duties to carry out the plan may be assigned to the appropriate departments.

4. Reappropriation of Oral History Funds

R E S O L U T I O N

APPROPRIATION

WHEREAS, the Board of Supervisors has appropriated funds for the County Oral History Project; and

WHEREAS, all appropriated funds were not used in FY 88.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby reappropriate \$5,500 for the continuation of the County Oral History Project.

5. Withdrawal of Case No. Z-10-88. Wayne L. Rickman

G. BOARD CONSIDERATIONS - None

H. PUBLIC COMMENT - None

I. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Norman distributed an update on the Economic Development Program to the Board and stated that a report will be prepared each quarter.

Mr. Norman requested work sessions for Economic Development and Richmond Road Study on July 12, 1988.

Mr. Mahone made a motion to cancel the regular Board meeting scheduled for Monday, July 25, 1988, at 1:00 p.m. and to schedule a special meeting for work sessions on Tuesday, July 12, 1988 at 7:00 p.m.

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

J. BOARD REQUESTS AND DIRECTIVES

Mr. Taylor requested the status of the Little Creek Reservoir Boat Ramp.

Mr. Norment requested staff to consider an Ordinance amendment for an increase in fines issued for parking in handicapped spaces.

Mr. Norment requested a copy of the County Police policy regarding high-speed chases.

Mr. DePue asked staff to research and report on possible Pentran/Transit transportation from Newport News to Williamsburg/James City County.

Mr. DePue asked for citizens' comments regarding private streets, and suggested a meeting for discussion during July.

Mr. DePue commented that he enjoyed receiving the County Administrator's weekly Board Report and the Planning Director's report.

Mr. DePue requested staff include budget figures in correspondence proposing full-time and part-time positions, and explain the rationale for 30 hours part-time versus half of 37.5 full-time hours.

Mr. Edwards voiced concern about the minimum lot size and made a motion to request staff to review possible changes to lot size in A-1 zoning, and ensure that development is on adequate water and sewer facilities.

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

Mr. Norment commended Mr. Sanford Wanner and the James City Service Authority staff, and Mr. Anthony Conyers and the Community Development staff for their efforts in the installation of Williamsburg East water lines.

Mr. Mahone requested staff review permission of hunting on County-owned land.

Mr. Mahone urged staff not to build sidewalks which would need to be removed if streets are widened.

Mr. Edwards reconvened the Board into a work session on Resource Recovery at 2:10 p.m.

Mr. Wayland Bass, County Engineer, presented a summary of the York County waste-to-energy study. His presentation also included preliminary information on other potential regional projects; specifically, the proposed Newport News Mass Burn Facility and the Charles City County Landfill.

Staff recommended: 1) that James City County continue using the County landfill; 2) that James City County continue interest in recycling efforts; and 3) that James City County participate in regional resource recovery investigation at the Peninsula Planning District Commission level.

Mr. Edwards reconvened the Board into a work session on operational changes at the Recreation Center with staff and the Parks and Recreation Commission.

Those attending were: Sandi McPherson and Gwenda Goggin - Staff, and Joy Archer, Douglas Johnson, Charles Glazener, and Kent Carpenter - Parks and Recreation Commission members.

Ms. Sandi McPherson presented the staff and Commission recommendations. General discussion ensued.

Mr. Norment made a motion to approve the Commission's recommendation of elimination of (free) open swim and the charging of \$1.00 to nonmember residents during open swim periods.

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

Mr. Norment made a motion to eliminate Corporate Use Discounts.

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

Mr. Norment made a motion to eliminate - "Increase the scope of facilities at the center to offer more diverse opportunities for participation by purchasing fitness equipment from existing budget resources and locating it in the center until the Phase II addition provides weight/fitness room as planned."

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

Mr. Norment made a motion to approve - "Issue daily access cards to all categorically eligible social service recipients so they can use the pool at no charge any time."

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

Mr. DePue made a motion to approve the operational changes resolution with amended attachment.

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

R E S O L U T I O N

JAMES CITY/WILLIAMSBURG RECREATION CENTER

OPERATIONAL CHANGES

WHEREAS, the James City/Williamsburg Recreation Center has completed one full year of operation; and

WHEREAS, the Board of Supervisors of James City County desires to enhance the Center's operation and potential to provide improved recreational services for citizens of County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes the implementation of operational changes as outlined in the attached document.

Mr. Edwards made a motion to go into Executive Session to discuss personnel matters pursuant to Section 2.1-344(a)(1) of the Code of Virginia, 1950, as amended at 5:10 p.m.

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

The Board reconvened into open session at 5:35 p.m.

Mr. DePue made a motion to appoint Ann Yankovich, Viola Cowles, Joan Drum, Ron Jackson, and Delores Monroe to the Social Services Advisory Board for four-year terms, each expiring July 1, 1992.

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

Mr. DePue made a motion to appoint Roy Pendleton and reappoint Shirley Flora to the Colonial Services Board each for a three-year term, expiring June 30, 1991.

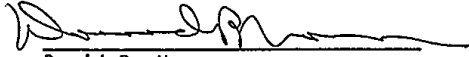
On a roll call, the vote was AYE: Norment, Taylor, Mahone, DePue, Edwards (5). NAY: (0).

Mr. DePue made a motion to reappoint Diane Abdelnour to the Industrial Development Authority for a four-year term, expiring July 8, 1992.

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

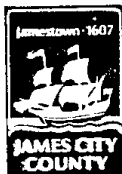
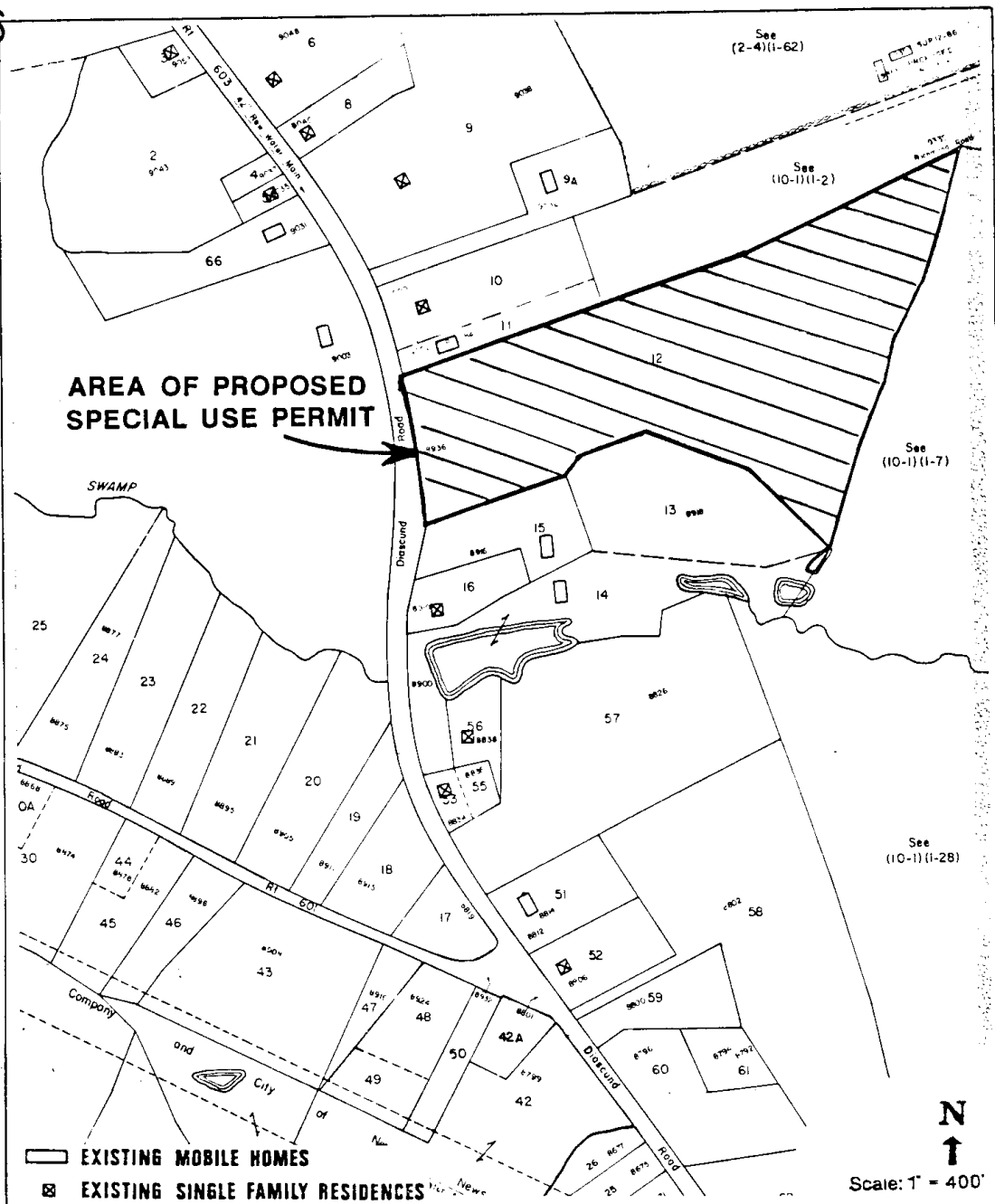
Mr. Edwards declared a recess until 7:00 p.m., Monday, June 27, 1988.

The Board recessed at 5:40 p.m.



David B. Norman
Clerk to the Board

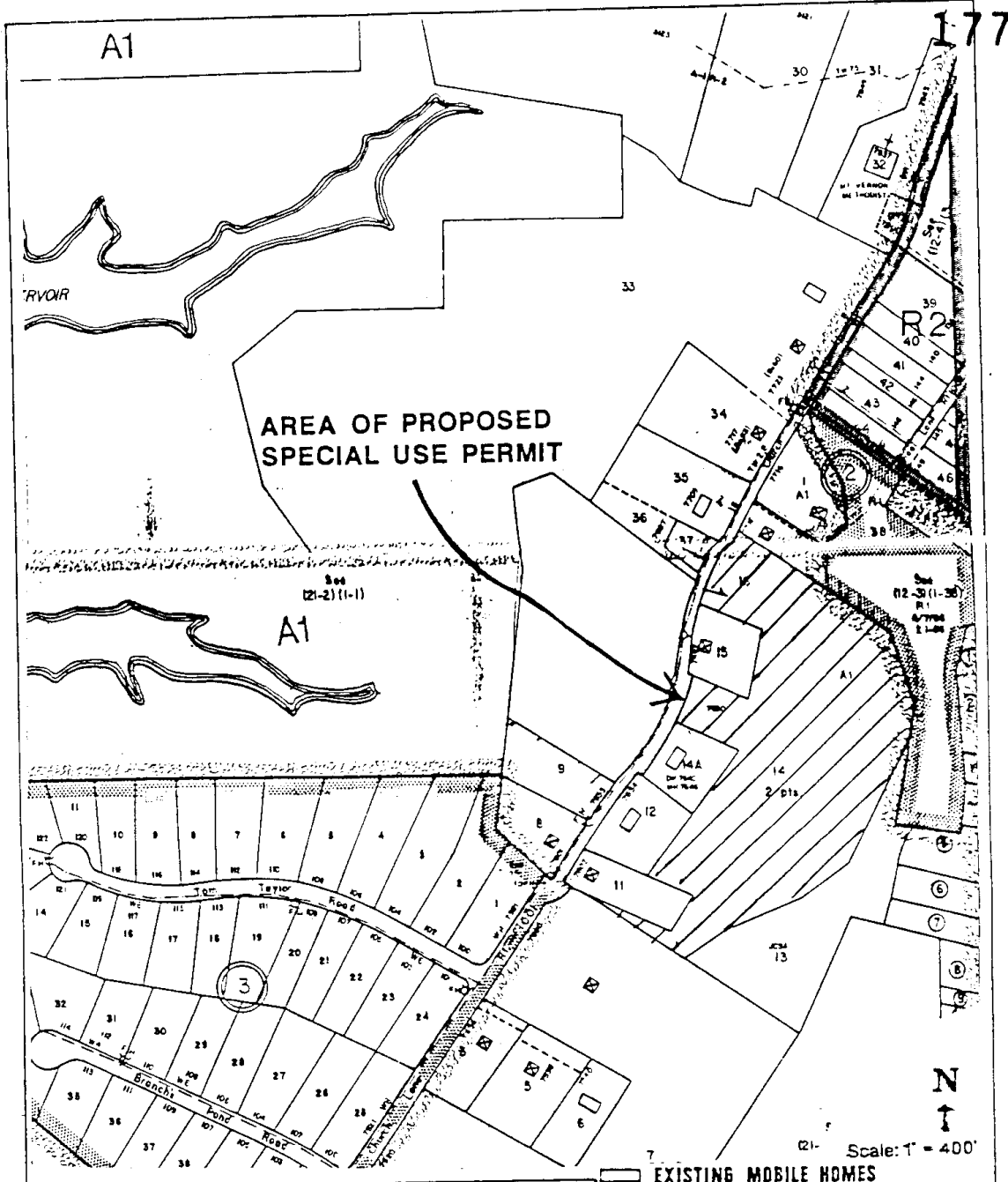
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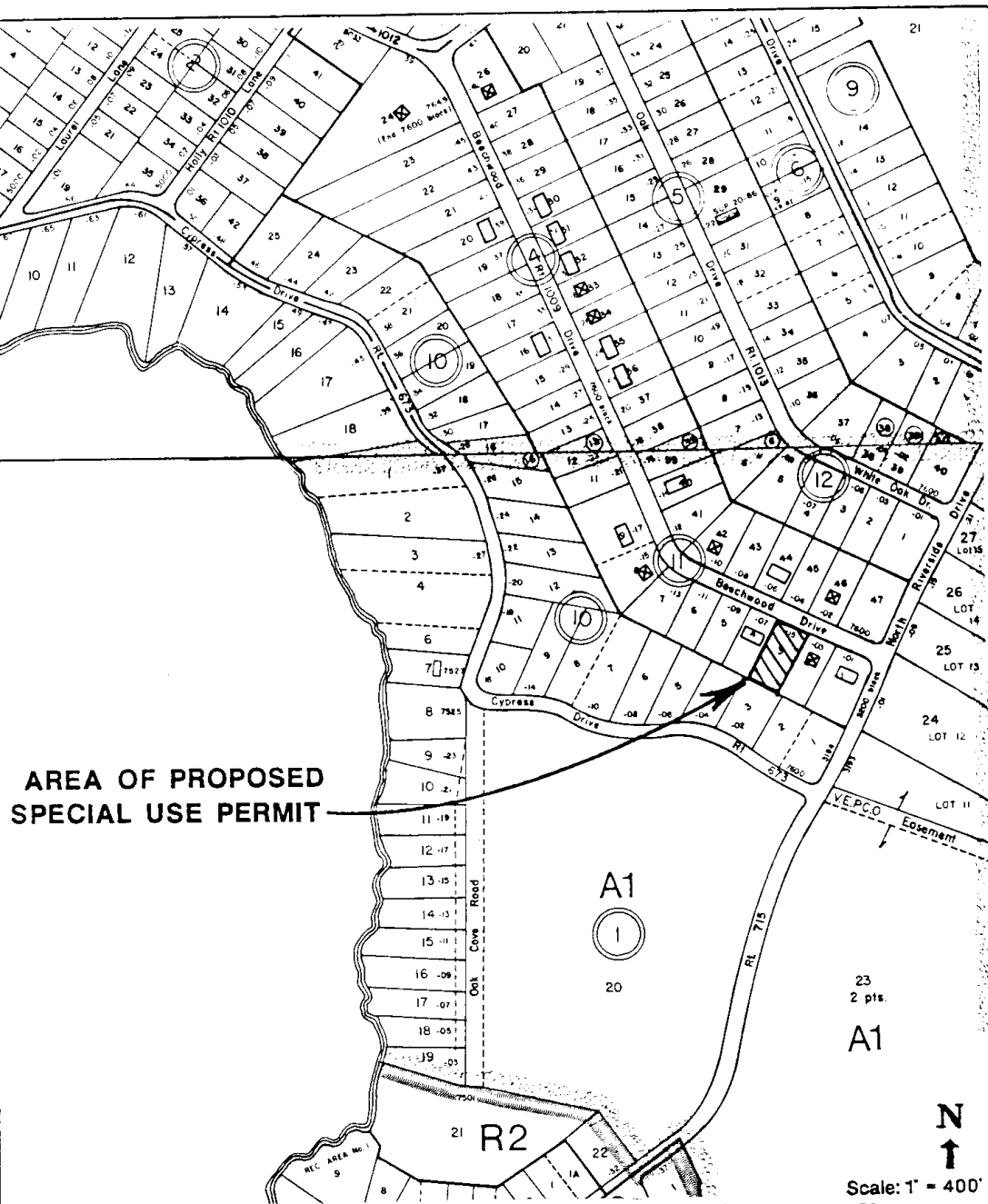


Case #: **SUP-15-88**

Name: **Melvin R. Hazelwood**

JAMES CITY COUNTY/DEPARTMENT OF PLANNING & DEVELOPMENT





AREA OF PROPOSED
SPECIAL USE PERMIT

A1

1

20

23
2 pts.

A1

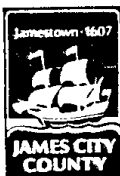
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Scale: 1" = 400'

EXISTING MOBILE HOMES

EXISTING SINGLE FAMILY RESIDENCES



Case #: **SUP-17-88**

Name: **Charles C. & Tammy L. Shaw**

JAMES CITY COUNTY/DEPARTMENT OF PLANNING & DEVELOPMENT

James City County
("EMPLOYER")

DEFERRED COMPENSATION PLAN

ARTICLE I. INTRODUCTION

The Employer hereby establishes the Employer's Deferred Compensation Plan, hereinafter referred to as the "Plan." The Plan consists of the provisions set forth in this document.

The primary purpose of this Plan is to provide retirement income and other deferred benefits to the Employees of the Employer in accordance with the provisions of section 457 of the Internal Revenue Code of 1954, as amended.

This Plan shall be an agreement solely between the Employer and participating Employees.

ARTICLE II. DEFINITIONS

Section 2.01 Account: The bookkeeping account maintained for each Participant reflecting the cumulative amount of the Participant's Deferred Compensation, including any income, gains, losses, or increases or decreases in market value attributable to the Employer's investment of the Participant's Deferred Compensation, and further reflecting any distributions to the Participant or the Participant's Beneficiary and any fees or expenses charged against such Participant's Deferred Compensation.

Section 2.02 Administrator: The person or persons named to carry out certain nondiscretionary administrative functions under the Plan, as hereinafter described. The Employer may remove any person as Administrator upon 60 days' advance notice in writing to such person, in which case the Employer shall name another person or persons to act as Administrator. The Administrator may resign upon 60 days' advance notice in writing to the Employer, in which case the Employer shall name another person or persons to act as administrator.

Section 2.03 Beneficiary: The person or persons designated by the Participant in his Joinder Agreement who shall receive any benefits payable hereunder in the event of the Participant's death.

Section 2.04 Deferred Compensation: The amount of Normal Compensation otherwise payable to the Participant which the Participant and the Employer mutually agree to defer hereunder, any amount credited to a Participant's Account by reason of a transfer under Section 6.03, or any other amount which the Employer agrees to credit to a Participant's Account.

Section 2.05 Employee: Any individual who provides services for the Employer, whether as an employee of the Employer or as an independent contractor, and who has been designated by the Employer as eligible to participate in the Plan.

Section 2.06 Includible Compensation: The amount of an Employee's compensation from the Employer for a taxable year that is attributable to services performed for the Employer and that is includible in the Employee's gross income for the taxable year for federal income tax purposes; such term does not include any amount excludable from gross income under this Plan or any other plan described in section 457(b) of the Internal Revenue Code, any amount excludable from gross income under section 403(b) of the Internal Revenue Code, or any other amount excludable from gross income for federal income tax purposes. Includible Compensation shall be determined without regard to any community property laws.

Section 2.07 Joinder Agreement: An agreement entered into between an Employee and the Employer, including any amendments or modifications thereof. Such agreement shall fix the amount of Deferred Compensation, specify a preference among the investment alternatives designated by the Employer, designate the Employee's Beneficiary or Beneficiaries, and incorporate the terms, conditions, and provisions of the Plan by reference.

Section 2.08 Normal Compensation: The amount of compensation which would be payable to a Participant by the Employer for a taxable year if no Joinder Agreement were in effect to defer compensation under this Plan.

Section 2.09 Normal Retirement Age: Age 70, unless the Participant has elected an alternate Normal Retirement Age by written instrument delivered to the Administrator prior to Separation from Service. A Participant's Normal Retirement Age determines (a) the latest time when benefits may commence under this Plan (unless the Participant continues employment after Normal Retirement Age), and (b) the period during which a Participant may utilize the catch-up limitation of Section 5.02 hereunder. Once a Participant has to any extent utilized the catch-up limitation of Section 5.02, his Normal Retirement Age may not be changed.

A Participant's alternate Normal Retirement Age may not be earlier than the earliest date that the Participant will become eligible to retire and receive unreduced retirement benefits under the Employer's basic retirement plan covering the Participant and may not be later than the date the Participant attains age 70. If a Participant continues employment after attaining age 70, not having previously elected an alternate Normal Retirement Age, the Participant's alternate Normal Retirement Age shall not be later than the mandatory retirement age, if any, established by the Employer, or the age at which the Participant actually separates from service if the Employer has no mandatory retirement age. If the Participant will not become eligible to receive benefits under a basic retirement plan maintained by the Employer, the Participant's alternate Normal Retirement Age may not be earlier than attainment of age 55 and may not be later than the attainment of age 70.

Section 2.10 Participant: Any Employee who has joined the Plan pursuant to the requirements of Article IV.

Section 2.11 Plan Year: The calendar year.

Section 2.12 Retirement: The first date upon which both of the following shall have occurred with respect to a Participant: Separation from Service and attainment of age 65.

Section 2.13 Separation from Service: Severance of the Participant's employment with the Employer which constitutes a "separation from service" within the meaning of section 402 (e) 4 (A) (iii) of the Internal Revenue Code. In general, a Participant shall be deemed to have severed his employment with the Employer for purposes of this Plan when, in accordance with the established practices of the Employer, the employment relationship is considered to have actually terminated. In the case of a Participant who is an independent contractor of the Employer, Separation from Service shall be deemed to have occurred when the Participant's contract under which services are performed has completely expired and terminated, there is no foreseeable possibility that the Employer will renew the contract or enter into a new contract for the Participant's services, and it is not anticipated that the Participant will become an Employee of the Employer.

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ARTICLE III. ADMINISTRATION

Section 3.01 Duties of Employer: The Employer shall have the authority to make all discretionary decisions affecting the rights or benefits of Participants which may be required in the administration of this Plan.

Section 3.02 Duties of Administrator: The Administrator, as agent for the Employer, shall perform nondiscretionary administrative functions in connection with the Plan, including the maintenance of Participants' Accounts, the provision of periodic reports on the status of each Account and the disbursement of benefits on behalf of the Employer in accordance with the provisions of this Plan.

ARTICLE IV. PARTICIPATION IN THE PLAN

Section 4.01 Initial Participation: An Employee may become a Participant by entering into a Joinder Agreement prior to the beginning of the calendar month in which the Joinder Agreement is to become effective to defer compensation not yet earned.

Section 4.02 Amendment of Joinder Agreement: A Participant may amend an executed Joinder Agreement to change the amount of compensation not yet earned which is to be deferred (including the reduction of such future deferrals to zero) or to change his investment preference (subject to such restrictions as may result from the nature or terms of any investment made by the Employer). Such amendment shall become effective as of the beginning of the calendar month commencing after the date the amendment is executed. A Participant may at any time amend his Joinder Agreement to change the designated Beneficiary, and such amendment shall become effective immediately.

ARTICLE V. LIMITATIONS OF DEFERRALS

Section 5.01 Normal Limitation: Except as provided in Section 5.02, the maximum amount of Deferred Compensation for any Participant for any taxable year shall not exceed the lesser of \$7,500.00 or 33 1/3 percent of the Participant's Includible Compensation for the taxable year. This limitation will ordinarily be equivalent to the lesser of \$7,500.00 or 25 percent of the Participant's Normal Compensation.

Section 5.02 Catch-Up Limitation: For each of the last three (3) taxable years of a Participant ending before his attainment of Normal Retirement Age, the maximum amount of Deferred Compensation shall be the lesser of: (i) \$15,000 or (ii) the sum of (i) the Normal Limitation for the taxable year; and (ii) that portion of the Normal Limitation for each of the prior taxable years of the Participant commencing after 1978 during which the Plan was in existence, compensation (if any) deferred under the plan was subject to the limitations set forth in section 5.01, and the Participant was eligible to participate in the Plan (or in any other plan established under section 457 of the Internal Revenue Code by an employer within the same State as the Employer) in excess of the amount of Deferred Compensation for each such prior taxable year (including amounts deferred under such other plan). For purposes of this Section 5.02, a Participant's Includible Compensation for the current taxable year shall be deemed to include any Deferred Compensation for the taxable year in excess of the amount permitted under the Normal Limitation, and the Participant's Includible Compensation for any prior taxable year shall be deemed to exclude any amount that could have been deferred under the Normal Limitation for such prior taxable year.

Section 5.03 Section 403(b) Annuities: For purposes of Sections 5.01 and 5.02, amounts contributed by the Employer on behalf of a Participant for the purchase of an annuity contract described in section 403(b) of the Internal Revenue Code shall be treated as if such amounts constituted Deferred Compensation under this Plan for the taxable year in which the contribution was made and shall thereby reduce the maximum amount that may be deferred for such taxable year.

ARTICLE VI. INVESTMENTS AND ACCOUNT VALUES

Section 6.01 Investment of Deferred Compensation: All investments of Participants' Deferred Compensation made by the Employer, including all property and rights purchased with such amounts and all income attributable thereto, shall be the sole property of the Employer and shall not be held in trust for Participants or as collateral security for the fulfillment of the Employer's obligations under the Plan. Such property shall be subject to the claims of general

creditors of the Employer, and no Participant or Beneficiary shall have any vested interest or secured or preferred position with respect to such property or have any claim against the Employer except as a general creditor.

Section 6.02 Crediting of Accounts: The Participant's Account shall reflect the amount and value of the investments or other property obtained by the Employer through the investment of the Participant's Deferred Compensation. It is anticipated that the Employer's investments with respect to a Participant will conform to the investment preference specified in the Participant's Joinder Agreement, but nothing herein shall be construed to require the Employer to make any particular investment of a Participant's Deferred Compensation. Each Participant shall receive periodic reports, not less frequently than annually, showing the then-current value of his Account.

Section 6.03 Transfers: A transfer will be accepted from an eligible State deferred compensation plan maintained by another employer and credited to a Participant's Account under this Plan. The Employer may require such documentation from the predecessor plan as it deems necessary to effectuate the transfer, to confirm that such plan is an eligible State deferred compensation plan within the meaning of section 457 of the Internal Revenue Code, and to assure that transfers are provided for under such plan. Any such transferred amount shall not be treated as a deferral subject to the limitations of Article V, except that, for purposes of applying the limitations of Section 5.01 and 5.02, an amount deferred during any taxable year under the plan from which the transfer is accepted shall be treated as if it had been deferred under this Plan during such taxable year and compensation paid by the transferor employer shall be treated as if it had been paid by the Employer.

Section 6.04 Employer Liability: In no event shall the Employer's liability to pay benefits to a Participant under Article VI exceed the value of the amounts credited to the Participant's Account; the Employer shall not be liable for losses arising from depreciation or shrinkage in the value of any investments acquired under this Plan.

ARTICLE VII. BENEFITS

Section 7.01 Retirement Benefits and Election on Separation from Service: Except as otherwise provided in this Article VII, the distribution of a Participant's Account shall commence during the second calendar month after the close of the Plan Year of the Participant's Retirement, and the distribution of such Retirement benefits shall be made in accordance with one of the payment options described in Section 7.02. Notwithstanding the foregoing, the Participant may irrevocably elect within 60 days following separation from Service to have the distribution of benefits commence on a date other than that described in the preceding sentence which is at least 60 days after the date such election is delivered in writing to the Employer and forwarded to the Administrator but not later than 60 days after the close of the Plan Year of the Participant's attainment of Normal Retirement Age or Separation from Service, whichever is later.

Section 7.02 Payment Options: As provided in Sections 7.01 and 7.05, a Participant may elect to have the value of his Account distributed in accordance with one of the following payment options, provided that such option is consistent with the limitations set forth in Section 7.03:

- (a) Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Participant, continuing until his Account is exhausted;
- (b) One lump sum payment;
- (c) Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period chosen by the Participant;
- (d) Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer;
- (e) Any other payment option elected by the Participant and agreed to by the Employer.

A Participant's election of a payment option must be made at least 30 days before the payment of benefits is to commence. If a Participant fails to make a timely election of a payment option, benefits shall be paid monthly under option (c) above for a period of five years.

Section 7.03 Limitation on Options: No payment option may be selected by the Participant under Section 7.02 unless the present value of the payments to the Participant, determined as of the date benefits commence, exceeds 50 percent of the value of the Participant's Account as of the date benefits

commence. Present value determinations under this Section shall be made by the Administrator in accordance with the expected return multiples set forth in section 1.72-9 of the Federal Income Tax Regulations (or any successor provision to such regulations).

Section 7.04 Post-retirement Death Benefits: Should the Participant die after he has begun to receive benefits under a payment option, the remaining payments, if any, under the payment option shall be payable to the Participant's Beneficiary commencing within the 30-day period commencing with the 31st day after the Participant's death, unless the Beneficiary elects payment under a different payment option within 30 days of the Participant's death. In no event shall the Employer or Administrator be liable to the Beneficiary for the amount of any payment made in the name of the Participant before the Administrator receives proof of death of the Participant. Notwithstanding the foregoing, payments to a Beneficiary shall not extend over a period longer than (i) the Beneficiary's life expectancy if the Beneficiary is the Participant's spouse or (ii) fifteen (15) years if the Beneficiary is not the Participant's spouse, if no Beneficiary is designated in the Joinder Agreement, or if the designated Beneficiary does not survive the Participant for a period of fifteen (15) days, then the commuted value of any remaining payments under the payment option shall be paid in a lump sum to the estate of the Participant. If the designated Beneficiary survives the Participant for a period of fifteen (15) days, but does not continue to live for the remaining period of payments under the payment option (as modified, if necessary, in conformity with the third sentence of this section), then the commuted value of any remaining payments under the payment option shall be paid in a lump sum to the estate of the Beneficiary.

Section 7.05 Pre-retirement Death Benefits: Should the Participant die before he has begun to receive the benefits provided by Section 7.01, the value of the Participant's Account shall be payable to the Beneficiary commencing within the 30-day period commencing on the 91st day after the Participant's death, unless the Beneficiary elects a different benefit commencement date within the 90 days of the Participant's death. Such benefits shall be paid in approximately equal annual installments over five years, or over such shorter period as may be necessary to assure that the amount of any annual installment is not less than \$3,500, unless the Beneficiary elects a different payment option within 90 days of the Participant's death. Notwithstanding the foregoing, benefits paid to a Beneficiary under this Section may commence no earlier than the 91st day after the Participant's death and no later than 60 days after the later of the close of the Plan Year in which the Participant attained or would have attained Normal Retirement Age or the close of the Plan Year in which the Participant separated from service. A Beneficiary who may elect a payment option pursuant to the provisions of the preceding sentence shall be treated as if he were a Participant for purposes of determining the payment options available under Section 7.02; provided, however, that the payment option chosen by the Beneficiary must provide for payments to the Beneficiary over a period no longer than the life expectancy of the Beneficiary if the Beneficiary is the Participant's spouse and must provide for payments over a period not in excess of fifteen (15) years if the Beneficiary is not the Participant's spouse.

Section 7.06 Unforeseeable Emergencies: In the event an unforeseeable emergency occurs, a Participant may apply to the Employer to receive that part of the value of his account that is reasonably needed to satisfy the emergency need. If such an application is approved by the Employer, the Participant shall be paid only such amount as the Employer deems necessary to meet the emergency need, but payment shall not be made to the extent that the financial hardship may be relieved through cessation of deferral under the Plan, insurance or other reimbursement, or liquidation of other assets to the extent such liquidation would not itself cause severe financial hardship. An unforeseeable emergency shall be deemed to involve only circumstances of severe

financial hardship to the Participant resulting from a sudden and unexpected illness, accident or disability of the Participant or of a dependent (as defined in section 152(a) of the Internal Revenue Code) of the Participant, loss of the Participant's property due to casualty, or other similar and extraordinary unforeseeable circumstances arising as a result of events beyond the control of the Participant. The need to send a Participant's child to college or to purchase a new home shall not be considered unforeseeable emergencies. The determination as to whether such an unforeseeable emergency exists shall be based on the merits of each individual case.

ARTICLE VIII. NON-ASSIGNABILITY

No Participant or Beneficiary shall have any right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments hereunder, which payments and rights are expressly declared to be non-assignable and non-transferable.

ARTICLE IX. RELATIONSHIP TO OTHER PLANS AND EMPLOYMENT AGREEMENTS

This Plan serves in addition to any other retirement, pension, or benefit plan or system presently in existence or hereinafter established for the benefit of the Employer's employees, and participation hereunder shall not affect benefits receivable under any such plan or system. Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement between any Participant and the Employer or to give any Participant the right to be retained in the employ of the Employer. Nor shall anything herein be construed to modify the terms of any employment contract or agreement between a Participant and the Employer.

ARTICLE X. AMENDMENT OR TERMINATION OF PLAN

The Employer may at any time amend this Plan provided that it transmits such amendment in writing to the Administrator at least 30 days prior to the effective date of the amendment. The consent of the Administrator shall not be required in order for such amendment to become effective, but the Administrator shall be under no obligation to continue acting as Administrator hereunder if it disapproves of such amendment. The Employer may at any time terminate this Plan.

The Administrator may at any time propose an amendment to the Plan by an instrument in writing transmitted to the Employer at least 30 days before the effective date of the amendment. Such amendment shall become effective unless, within such 30-day period, the Employer notifies the Administrator in writing that it disapproves such amendment, in which case such amendment shall not become effective. In the event of such disapproval, the Administrator shall be under no obligation to continue acting as Administrator hereunder.

No amendment or termination of the Plan shall divest any Participant of any rights with respect to compensation deferred before the date of the amendment or termination.

ARTICLE XI. APPLICABLE LAW

This Plan shall be construed under the laws of the state where the Employer is located and is established with the intent that it meet the requirements of an "eligible State deferred compensation plan" under section 457 of the Internal Revenue Code of 1954, as amended. The provisions of this Plan shall be interpreted wherever possible in conformity with the requirements of that section.

ARTICLE XII. GENDER AND NUMBER

The masculine pronoun, whenever used herein, shall include the feminine pronoun, and the singular shall include the plural, except where the context requires otherwise.

JAMES CITY COUNTY

DECLARATION OF TRUST OF ICMA RETIREMENT TRUST

ARTICLE I. NAME AND DEFINITIONS

Section 1.1 Name: The Name of the Trust, as amended and restated hereby, is the ICMA Retirement Trust.

Section 1.2 Definitions: Wherever they are used herein, the following terms shall have the following respective meanings:

- (a) By-Laws. The By-Laws referred to in Section 4.1 hereof, as amended from time to time.
- (b) Deferred Compensation Plan. A deferred compensation plan established and maintained by a Public Employer for the purpose of providing retirement income and other deferred benefits to its employees in accordance with the provisions of section 457 of the Internal Revenue Code of 1954, as amended.
- (c) Employees. Those employees who participate in Qualified Plans.
- (d) Employer Trust. A trust created pursuant to an agreement between RC and a Public Employer for the purpose of investing and administering the funds set aside by such Employer in connection with its Deferred Compensation agreements with its employees or in connection with its Qualified Plan.
- (e) Guaranteed Investment Contract. A contract entered into by the Retirement Trust with insurance companies that provides for a guaranteed rate of return on investments made pursuant to such contract.
- (f) ICMA. The International City Management Association.
- (g) ICMA/RC Trustees. Those Trustees elected by the Public Employers who, in accordance with the provisions of Section 3.1(a) hereof, are also members of the Board of Directors of ICMA or RC.
- (h) Investment Adviser. The Investment Adviser that enters into a contract with the Retirement Trust to provide advice with respect to investment of the Trust Property.
- (i) Portfolios. The Portfolios of investments established by the Investment Adviser to the Retirement Trust, under the supervision of the Trustees, for the purpose of providing investments for the Trust Property.
- (j) Public Employee Trustees. Those Trustees elected by the Public Employers who, in accordance with the provisions of Section 3.1(a) hereof, are full-time employees of Public Employers.
- (k) Public Employer Trustees. Public Employers who serve as trustees of the Qualified Plans.
- (l) Public Employer. A unit of state or local government, or any agency or instrumentality thereof, that has adopted a Deferred Compensation Plan or a Qualified Plan and has executed this Declaration of Trust.
- (m) Qualified Plan. A plan sponsored by a Public Employer for the purpose of providing retirement income to its employees which satisfies the qualification requirements of Section 401 of the Internal Revenue Code, as amended.
- (n) RC. The International City Management Association Retirement Corporation.

(o) Retirement Trust. The Trust created by this Declaration of Trust.

(p) Trust Property. The amounts held in the Retirement Trust on behalf of the Public Employers in connection with Deferred Compensation Plans and on behalf of the Public Employer Trustees for the exclusive benefit of Employees pursuant to Qualified Plans. The Trust Property shall include any income resulting from the investment of the amounts so held.

(q) Trustees. The Public Employee Trustees and ICMA/RC Trustees elected by the Public Employers to serve as members of the Board of Trustees of the Retirement Trust.

ARTICLE II. CREATION AND PURPOSE OF THE TRUST; OWNERSHIP OF TRUST PROPERTY

Section 2.1 Creation: The Retirement Trust is created and established by the execution of this Declaration of Trust by the Trustees and the Public Employers.

Section 2.2 Purpose: The purpose of the Retirement Trust is to provide for the commingled investment of funds held by the Public Employers in connection with their Deferred Compensation and Qualified Plans. The Trust Property shall be invested in the Portfolios, in Guaranteed Investment Contracts, and in other investments recommended by the Investment Adviser under the supervision of the Board of Trustees. No part of the Trust Property will be invested in securities issued by Public Employers.

Section 2.3 Ownership of Trust Property: The Trustees shall have legal title to the Trust Property. The Public Employers shall be the beneficial owners of the portion of the Trust Property allocable to the Deferred Compensation Plans. The portion of the Trust Property allocable to the Qualified Plans shall be held for the Public Employer Trustees for the exclusive benefit of the Employees.

ARTICLE III. TRUSTEES**Section 3.1 Number and Qualification of Trustees.**

(a) The Board of Trustees shall consist of nine Trustees. Five of the Trustees shall be full-time employees of a Public Employer (the Public Employee Trustees) who are authorized by such Public Employer to serve as Trustee. The remaining four Trustees shall consist of two persons who, at the time of election to the Board of Trustees, are members of the Board of Directors of ICMA and two persons who, at the time of election, are members of the Board of Directors of RC (the ICMA/RC Trustees). One of the Trustees who is a director of ICMA, and one of the Trustees who is a director of RC, shall, at the time of election, be full-time employees of a Public Employer.

(b) No person may serve as a Trustee for more than one term in any ten-year period.

Section 3.2 Election and Term.

(a) Except for the Trustees appointed to fill vacancies pursuant to Section 3.5 hereof, the Trustees shall be elected by a vote of a majority of the Public Employers in accordance with the procedures set forth in the By-Laws.

(b) At the first election of Trustees, three Trustees shall be elected for a term of three years, three Trustees shall be elected for a term of two years and three Trustees shall be elected for a term of one year. At each subsequent election, three Trustees shall be elected for a term of three years and until his or her successor is elected and qualified.

Section 3.3 Nominations: The Trustees who are full-time employees of Public Employers shall serve as the Nominating Committee for the Public Employee Trustees. The Nominating Committee shall choose candidates for Public Employee Trustees in accordance with the procedures set forth in the By-Laws.

Section 3.4 Resignation and Removal.

(a) Any Trustee may resign as Trustee (without need for prior or subsequent accounting) by an instrument in writing signed by the Trustee and delivered to the other Trustees and such resignation shall be effective upon such delivery, or at a later date according to the terms of the instrument. Any of the Trustees may be removed for cause, by a vote of a majority of the Public Employers.

(b) Each Public Employee Trustee shall resign his or her position as Trustee within sixty days of the date on which he or she ceases to be a full-time employee of a Public Employer.

Section 3.5 Vacancies: The term of office of a Trustee shall terminate and a vacancy shall occur in the event of the death, resignation, removal, adjudicated incompetence or other incapacity to perform the duties of the office of a Trustee. In the case of a vacancy, the remaining Trustees shall appoint such person as they in their discretion shall see fit (subject to the limitations set forth in this Section), to serve for the unexpired portion of the term of the Trustee who has resigned or otherwise ceased to be a Trustee. The appointment shall be made by a written instrument signed by a majority of the Trustees. The person appointed must be the same type of Trustee (i.e., Public Employee Trustee or ICMA/RC Trustee) as the person who has ceased to be a Trustee. An appointment of a Trustee may be made in anticipation of a vacancy to occur at a later date by reason of retirement or resignation, provided that such appointment shall not become effective prior to such retirement or resignation. Whenever a vacancy in the number of Trustees shall occur, until such vacancy is filled as provided in this Section 3.5, the Trustees in office, regardless of their number, shall have all the powers granted to the Trustees and shall discharge all the duties imposed upon the Trustees by this Declaration. A written instrument certifying the existence of such vacancy signed by a majority of the Trustees shall be conclusive evidence of the existence of such vacancy.

Section 3.6 Trustees Serve in Representative Capacity: By executing this Declaration, each Public Employer agrees that the Public Employee Trustees elected by the Public Employers are authorized to act as agents and representatives of the Public Employers collectively.

ARTICLE IV. POWERS OF TRUSTEES

Section 4.1 General Powers: The Trustees shall have the power to conduct the business of the Trust and to carry on its operations. Such power shall include, but shall not be limited to, the power to:

- (a) receive the Trust Property from the Public Employers, Public Employer Trustees or other Trustee of any Employer Trust;
- (b) enter into a contract with an Investment Adviser providing, among other things, for the establishment and operation of the Portfolios, selection of the Guaranteed Investment Contracts in which the Trust Property may be invested, selection of other investments for the Trust Property and the payment of reasonable fees to the Investment Adviser and to any sub-investment adviser retained by the Investment Adviser;
- (c) review annually the performance of the Investment Adviser and approve annually the contract with such Investment Adviser;
- (d) invest and reinvest the Trust Property in the Portfolios, the Guaranteed Interest Contracts and in any other investment recommended by the Investment Adviser, but not including securities issued by Public Employers, provided that if a Public Employer has directed that its monies be invested in specified Portfolios or in a Guaranteed Investment Contract, the Trustees of the Retirement Trust shall invest such monies in accordance with such directions;
- (e) keep such portion of the Trust Property in cash or cash balances as the Trustees, from time to time, may deem to be in the best interest of the Retirement Trust created hereby, without liability for interest thereon;

(f) accept and retain for such time as they may deem advisable any securities or other property received or acquired by them as Trustees hereunder; whether or not such securities or other property would normally be purchased as investments hereunder;

(g) cause any securities or other property held as part of the Trust Property to be registered in the name of the Retirement Trust or in the name of a nominee, and to hold any investments in bearer form, but the books and records of the Trustees shall at all times show that all such investments are a part of the Trust Property;

(h) make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(i) vote upon any stock, bonds, or other securities; give general or special proxy; or powers of attorney with or without power of substitution; exercise any conversion privileges, subscription rights, or other options, and make any payments incidental thereto; oppose, or consent to, or otherwise participate in corporate reorganizations or other changes effecting corporate securities, and delegate discretionary powers, and pay any assessments or charges in connection therewith; and generally exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held as part of the Trust Property;

(j) enter into contracts or arrangements for goods or services required in connection with the operation of the Retirement Trust, including, but not limited to, contracts with custodians and contracts for the provision of administrative services;

(k) borrow or raise money for the purposes of the Retirement Trust in such amount, and upon such terms and conditions, as the Trustees shall deem advisable, provided that the aggregate amount of such borrowings shall not exceed 30% of the value of the Trust Property. No person lending money to the Trustees shall be bound to see the application of the money lent or to inquire into its validity, expediency or propriety of any such borrowing;

(l) incur reasonable expenses as required for the operation of the Retirement Trust and deduct such expenses from the Trust Property;

(m) pay expenses properly allocable to the Trust Property incurred in connection with the Deferred Compensation Plans, Qualified Plans, or the Employee Trusts and deduct such expenses from that portion of the Trust Property to whom such expenses are properly allocable;

(n) pay out of the Trust Property all real and personal property taxes, income taxes and other taxes of any and all kinds which, in the opinion of the Trustees are properly levied, or assessed under existing or future laws upon, or in respect of, the Trust Property and allocate any such taxes to the appropriate accounts

(o) adopt, amend and repeal the By-Laws, provided that such By-Laws are at all times consistent with the terms of this Declaration of Trust;

(p) employ persons to make available interests in the Retirement Trust to employers eligible to maintain a Deferred Compensation Plan under Section 457 or a Qualified Plan under Section 401 of the Internal Revenue Code, as amended;

(q) issue the Annual Report of the Retirement Trust, and the disclosure documents and other literature used by the Retirement Trust;

(r) make loans, including the purchase of debt obligations, provided that all such loans shall bear interest at the current market rate;

(s) contract for, and delegate any powers granted hereunder to, such officers, agents, employees, auditors and attorneys as the Trustees may select, provided that the Trustees may not delegate the powers set forth in paragraphs (b), (c), and (o) of this Section 4.1 and may not delegate any powers if such delegation would violate their fiduciary duties;

(t) provide for the indemnification of the officers and Trustees of the Retirement Trust and purchase fiduciary insurance;

(u) maintain books and records, including separate accounts for each Public Employer, Public Employer Trustee or Employer Trust and such additional separate accounts as are required under, and consistent with, the Deferred Compensation or Qualified Plan of each Public Employer; and

(v) do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or appropriate to administer the Trust Property and to carry out the purposes of the Retirement Trust.

Section 4.2 Distribution of Trust Property: Distributions of the Trust Property shall be made to, or on behalf of, the Public Employer or Public Employer Trustee, in accordance with the terms of the Deferred Compensation Plans, Qualified Plans or Employer Trusts. The Trustees of the Retirement Trust shall be fully protected in making payments in accordance with the directions of the Public Employers, Public Employer Trustees or other Trustee of the Employer Trusts without ascertaining whether such payments are in compliance with the provisions of the Deferred Compensation or Qualified Plans, or the agreements creating the Employer Trusts.

Section 4.3 Execution of Instruments: The Trustees may unanimously designate any one or more of the Trustees to execute any instrument or document on behalf of all, including but not limited to the signing or endorsement of any check and the signing of any applications, insurance and other contracts, and the action of such designated Trustee or Trustees shall have the same force and effect as if taken by all the Trustees.

ARTICLE V. DUTY OF CARE AND LIABILITY OF TRUSTEES

Section 5.1 Duty of Care: In exercising the powers hereinbefore granted to the Trustees, the Trustees shall perform all acts within their authority for the exclusive purpose of providing benefits for the Public Employers in connection with Deferred Compensation Plans and Public Employer Trustees pursuant to Qualified Plans, and shall perform such acts with the care, skill, prudence and diligence in the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Section 5.2 Liability: The Trustees shall not be liable for any mistake of judgment or other action taken in good faith, and for any action taken or omitted in reliance in good faith upon the books of account or other records of the Retirement Trust, upon the opinion of counsel, or upon reports made to the Retirement Trust by any of its officers, employees or agents or by the Investment Adviser or any sub-investment adviser, accountants, appraisers or other experts or consultants selected with reasonable care by the Trustees, officers or employees of the Retirement Trust. The Trustees shall also not be liable for any loss sustained by the Trust Property by reason of any investment made in good faith and in accordance with the standard of care set forth in Section 5.1.

Section 5.3 Bond: No Trustee shall be obligated to give any bond or other security for the performance of any of his or her duties hereunder.

ARTICLE VI. ANNUAL REPORT TO SHAREHOLDERS

The Trustees shall annually submit to the Public Employers and Public Employer Trustees a written report of the transactions of the Retirement Trust, including financial statements which shall be certified by independent public accountants chosen by the Trustees.

ARTICLE VII. DURATION OR AMENDMENT OF RETIREMENT TRUST

Section 7.1 Withdrawal: A Public Employer or Public Employer Trustee may, at any time, withdraw from this Retirement Trust by delivering to the Board of Trustees a written statement of withdrawal. In such statement, the Public Employer or Public Employer Trustee shall acknowledge that the Trust Property allocable to the Public Employer is derived from compensation deferred by employees of such Public Employer pursuant to its Deferred Compensation Plan or from contributions to the accounts of Employees pursuant to a Qualified Plan, and shall designate the financial institution to which such property shall be transferred by the Trustees of the Retirement Trust or by the Trustee of the Employer Trust.

Section 7.2 Duration: The Retirement Trust shall continue until terminated by the vote of a majority of the Public Employers, each casting one vote. Upon termination, all of the Trust Property shall be paid out to the Public Employers, Public Employer Trustees or the Trustees of the Employer Trusts, as appropriate.

Section 7.3 Amendment: The Retirement Trust may be amended by the vote of a majority of the Public Employers, each casting one vote.

Section 7.4 Procedure: A resolution to terminate or amend the Retirement Trust or to remove a Trustee shall be submitted to a vote of the Public Employers if: (i) a majority of the Trustees so direct, or, (ii) a petition requesting a vote, signed by not less than 25% of the Public Employers, is submitted to the Trustees.

ARTICLE VIII. MISCELLANEOUS

Section 8.1 Governing Law: Except as otherwise required by state or local law, this Declaration of Trust and the Retirement Trust hereby created shall be construed and regulated by the laws of the District of Columbia.

Section 8.2 Counterparts: This Declaration may be executed by the Public Employers and Trustees in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

JAMES CITY COUNTY

TRUST AGREEMENT WITH THE ICMA RETIREMENT CORPORATION

AGREEMENT made by and between the Employer named in the attached resolution and the International City Management Association Retirement Corporation (hereinafter the "Trustee" or "Retirement Corporation"), a nonprofit corporation organized and existing under the laws of the State of Delaware, for the purpose of investing and otherwise administering the funds set aside by Employers in connection with deferred compensation plans established under section 457 of the Internal Revenue Code of 1954 (the "Code"). This Agreement shall take effect upon acceptance by the Trustee of its appointment by the Employer to serve as Trustee in accordance herewith as set forth in the attached resolution.

WHEREAS, the Employer has established a deferred compensation plan under section 457 of the Code (the "Plan");

WHEREAS, in order that there will be sufficient funds available to discharge the Employer's contractual obligations under the Plan, the Employer desires to set aside periodically amounts equal to the amount of compensation deferred;

WHEREAS, the funds set aside, together with any and all assets derived from the investment thereof, are to be exclusively within the dominion, control, and ownership of the Employer, and subject to the Employer's absolute right of withdrawal, no employees having any interest whatsoever therein;

NOW, THEREFORE, this Agreement witnesseth that (a) the Employer will pay monies to the Trustee to be placed in deferred compensation accounts for the Employer, (b) the Trustee covenants that it will hold said sums, and any other monies which it may receive hereunder, in trust for the uses and purposes and on the terms and conditions hereinafter stated, and (c) the parties hereto agree as follows:

ARTICLE I. GENERAL DUTIES OF THE PARTIES

Section 1.1 General Duty of the Employer: The Employer shall make regular periodic payments equal to the amounts of its employees' compensation which are deferred in accordance with the terms and conditions of the Plan to the extent that such amounts are to be invested under the Trust.

Section 1.2 General Duties of the Trustee: The Trustee shall hold all funds received by it hereunder, which, together with the income therefrom, shall constitute the Trust Funds. It shall administer the Trust Funds, collect the income therefrom, and make payments therefrom, all as hereinafter provided. The Trustee shall also hold all Trust Funds which are transferred to it as successor Trustee by the Employer from existing deferred compensation arrangements with its Employees under plans described in section 457 of the Code. Such Trust Funds shall be subject to all of the terms and provisions of this Agreement.

ARTICLE II. POWERS AND DUTIES OF THE TRUSTEE IN INVESTMENT, ADMINISTRATION, AND DISBURSEMENT OF THE TRUST FUNDS.

Section 2.1 Investment Powers and Duties of the Trustee: The Trustee shall have the power to invest and reinvest the principal and income of the Trust Funds and keep the Trust Funds invested, without distinction between principal and income, in securities or in other property, real or personal, wherever situated, including, but not limited to, stocks, common or preferred, bonds,

retirement annuity and insurance policies, mortgages, and other evidences of indebtedness or ownership, investment companies, common or group trust funds, or separate and different types of funds (including equity, fixed income) which fulfill requirements of state and local governmental laws, provided, however, that the Employer may direct investment by the Trustee among available investment alternatives in such proportions as the Employer authorizes in connection with its deferred compensation agreements with its employees. For these purposes, these Trust Funds may be commingled with Trust Funds set aside by other Employers pursuant to the terms of the ICMA Retirement Trust. Investment powers vested in the Trustee by the Section may be delegated by the Trustee to any bank, insurance or trust company, or any investment adviser, manager or agent selected by it.

Section 2.2 Administrative Powers of the Trustee: The Trustee shall have the power in its discretion:

- (a) To purchase, or subscribe for, any securities or other property and to retain the same in trust
- (b) To sell, exchange, convey, transfer or otherwise dispose of any securities or other property held by it, by private contract, or at public auction. No person dealing with the Trustee shall be bound to see the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition.
- (c) To vote upon any stocks, bonds, or other securities, to give general or special proxies or powers of attorney with or without power of substitution, to exercise any conversion privileges, subscription rights, or other options, and to make any payments incidental thereto, to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith, and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities or other property held as part of the Trust Funds.
- (d) To cause any securities or other property held as part of the Trust Funds to be registered in its own name, and to hold any investments in bearer form, but the books and records of the Trustee shall at all times show that all such investments are a part of the Trust Funds.
- (e) To borrow or raise money for the purpose of the Trust in such amount, and upon such terms and conditions, as the Trustee shall deem advisable, and, for any sum so borrowed, to issue its promissory note as Trustee, and to secure the repayment thereof by pledging all, or any part, of the Trust Funds. No person lending money to the Trustee shall be bound to see the application of the money lent or to inquire into its validity, expediency or propriety of any such borrowing.
- (f) To keep such portion of the Trust Funds in cash or cash balances as the Trustee, from time to time, may deem to be in the best interest of the Trust created hereby, without liability for interest thereon.
- (g) To accept and retain for such time as it may deem advisable any securities or other property received or acquired by it as Trustee hereunder, whether or not such securities or other property would normally be purchased as investment hereunder.

(e) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

(f) To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Trust Funds, to commence or defend suits or legal or administrative proceedings, and to represent the Trust Funds in all suits and legal and administrative proceedings.

(g) To do all such acts, take all such proceedings, and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to administer the Trust Funds and to carry out the purposes of this Trust.

Section 2.3 Distributions from the Trust Funds: The Employer hereby appoints the Trustee as its agent for the purpose of making distributions from the Trust Funds. In this regard the terms and conditions set forth in the Plan are to guide and control the Trustee's power.

Section 2.4 Valuation of Trust Funds: At least once a year as of Valuation Dates designated by the Trustee, the Trustee shall determine the value of the Trust Funds. Assets of the Trust Funds shall be valued at their market values at the close of business on the Valuation Date, or, in the absence of readily ascertainable market values as the Trustee shall determine, in accordance with methods consistently followed and uniformly applied.

ARTICLE III. FOR PROTECTION OF TRUSTEE

Section 3.1 Evidence of Action by Employer: The Trustee may rely upon any certificate, notice or direction purporting to have been signed on behalf of the Employer which the Trustee believes to have been signed by a duly designated official of the Employer. No communication shall be binding upon any of the Trust Funds or Trustee until they are received by the Trustee.

Section 3.2 Advice of Counsel: The Trustee may consult with any legal counsel with respect to the construction of this Agreement, its duties hereunder, or any act which it proposes to take or omit, and shall not be liable for any action taken or omitted in good faith pursuant to such advice.

Section 3.3 Miscellaneous: The Trustee shall use ordinary care and reasonable diligence, but shall not be liable for any mistake of judgment or other action taken in good faith. The Trustee shall not be liable for any loss sustained by the Trust Funds by reasons of any investment made in good faith and in accordance with the provisions of the Agreement.

The Trustee's duties and obligations shall be limited to those expressly imposed upon it by this Agreement.

ARTICLE IV. TAXES, EXPENSES AND COMPENSATION OF TRUSTEE

Section 4.1 Taxes: The Trustee shall deduct from and charge against the Trust Funds any taxes on the Trust Funds or the income thereof or which the Trustee is required to pay with respect to the interest of any person therein.

Section 4.2 Expenses: The Trustee shall deduct from and charge against the Trust Funds all reasonable expenses incurred by the Trustee in the administration of the Trust Funds, including counsel, agency, investment advisory, and other necessary fees.

ARTICLE V. SETTLEMENT OF ACCOUNTS

The Trustee shall keep accurate and detailed accounts of all investments, receipts, disbursements, and other transactions hereunder.

Within ninety (90) days after the close of each fiscal year, the Trustee shall render in duplicate to the Employer an account of its acts and transactions as Trustee hereunder. If any part of the Trust Fund shall be invested through the medium of any common, collective or commingled Trust Funds, the last annual report of such Trust Funds shall be submitted with and incorporated in the account.

Within ninety (90) days after the making of the account or any amended account, if the Employer has not filed with the Trustee notice of any objection to any act or transaction of the Trustee, the account or amended account shall become an account stated. If any objection has been filed, and if the Employer is satisfied that it should be withdrawn or if the account is adjusted to the Employer's satisfaction, the Employer shall in writing filed with the Trustee signify approval of the account and it shall become an account stated.

When an account becomes an account stated, such account shall be finally settled, and the Trustee shall be completely discharged and released, as if such account had been settled and allowed by a judgment or decree of a court of competent jurisdiction in an action or proceeding in which the Trustee and the Employer were parties.

The Trustee shall have the right to apply at any time to a court of competent jurisdiction for the judicial settlement of its account.

ARTICLE VI. RESIGNATION AND REMOVAL OF TRUSTEE

Section 6.1 Resignation of Trustee: The Trustee may resign at any time by filing with the Employer its written resignation. Such resignation shall take effect sixty (60) days from the date of such filing and upon appointment of a successor pursuant to Section 6.3, whichever shall first occur.

Section 6.2 Removal of Trustee: The Employer may remove the Trustee at any time by delivering to the Trustee a written notice of its removal and an appointment of a successor pursuant to Section 6.3. Such removal shall not take effect prior to sixty (60) days from such delivery unless the Trustee agrees to an earlier effective date.

Section 6.3 Appointment of Successor Trustee: The appointment of a successor to the Trustee shall take effect upon the delivery to the Trustee of (a) an instrument in writing executed by the Employer appointing such successor, and exonerating such successor from liability for the acts and omissions of its predecessor, and (b) an acceptance in writing, executed by such successor.

All of the provisions set forth herein with respect to the Trustee shall relate to each successor with the same force and effect as if such successor had been originally named as Trustee hereunder.

If a successor is not appointed within sixty (60) days after the Trustee gives notice of its resignation pursuant to Section 6.1, the Trustee may apply to any court of competent jurisdiction for appointment of a successor.

Section 6.4 Transfer of Funds to Successor: Upon the resignation or removal of the Trustee and appointment of a successor, and after the final account of the Trustee has been properly settled, the Trustee shall transfer and deliver any of the Trust Funds involved to such successor.

ARTICLE VII. DURATION AND REVOCATION OF TRUST AGREEMENT

Section 7.1 Duration and Revocation: This Trust shall continue for such time as may be necessary to accomplish the purpose for which it was created but may be terminated or revoked at any time by the Employer as it relates to any and/or all related participating Employees. Written notice of such termination or revocation shall be given to the Trustee by the Employer. Upon termination or revocation of the Trust, all of the assets thereof shall return to and revert to the Employer. Termination of this Trust shall not, however, relieve the Employer of the Employer's continuing obligation to pay deferred compensation to Employees in accordance with the terms of the Plan.

Section 7.2 Amendment: The Employer shall have the right to amend this Agreement in whole and in part but only with the Trustee's written consent. Any such amendment shall become effective upon (a) delivery to the Trustee of a written instrument of amendment, and (b) the endorsement by the Trustee on such instrument of its consent thereto.

ARTICLE VIII. MISCELLANEOUS

Section 8.1 Laws of the District of Columbia to Govern: This Agreement and the Trust hereby created shall be construed and regulated by the laws of the District of Columbia.

Section 8.2 Successor Employers: The "Employer" shall include any person who succeeds the Employer and who thereby becomes subject to the obligations of the Employer under the Plan.

Section 8.3 Withdrawals: The Employer may, at any time, and from time to time, withdraw a portion or all of Trust Funds created by this Agreement.

Section 8.4 Gender and Number: The masculine includes the feminine and the singular includes the plural unless the context requires another meaning.

JAMES CITY/WILLIAMSBURG RECREATION CENTEROPERATIONAL CHANGESOPERATIONAL ISSUES

- 1) Expand Center Operating Hours from the current 80 per week to 88. The Center hours would be as follows:

Monday - Friday	6:00 a.m. - 8:00 p.m.
Saturday	9:00 a.m. - 8:00 p.m.
Sunday	1:00 p.m. - 8:00 p.m.

The Parks and Recreation Director may request extensions or changes in operating hours. Approval for such requests will be granted/denied by the County Administrator.

- 2) Close the Center on the following holidays:

Thanksgiving Day
 Christmas Eve Day
 Christmas Day
 New Years Day
 Easter Sunday
 Memorial Day
 July 4th
 Labor Day

- 3) Eliminate Open Swim six hours a week. Offer six hours of swimming a week with a \$1.00 admission fee for residents.

FEES/CHARGES ISSUES

- 4) Membership Fees will be retained with the following changes(*):

<u>Annual</u>	<u>Resident</u>	<u>Non-Resident</u>
Family	\$200*	\$400
Adult (18+)	\$100	\$200
*Senior (55+)	\$ 75	\$150
Youth (5+)	\$ 50	\$100

<u>Six Month</u>	<u>Resident</u>	<u>Non-Resident</u>
Family	\$120*	\$240
Adult (18+)	\$ 60	\$120
*Senior (55+)	\$ 45	\$ 90
Youth (5+)	\$ 30	\$ 60

Annual/Six Month memberships purchased 90/45 days prior to implementation date of the new fee schedule shall receive a refund. These memberships will be at the new annual/six month rate.

- 5) Institute a locker rental fee of \$5.00 per month per member and \$8.00 per non-member.
- 6) Apply department field reservation fee to Recreation Center fields (\$5.00 per hour).
- 7) Reduce Racquetball Court Hour Rental Fees during non prime time as follows:

Member	\$3.00 per court hour
Non-Member	\$4.00 per court hour plus daily admission fee

- 8) Eliminate wallyball, basketball, and racquetball equipment rental fees for members.
- 9) Permit the Parks and Recreation Director to waive the room rental fee for non-profit community groups with the following conditions:

-When rooms are not being used by James City County or Williamsburg Parks and Recreation programs and;

-When rooms are not being rented and;

-If the scheduled non-profit use time does not conflict with a request for room rental submitted 72 hrs. prior to the scheduled non-profit use time. If a request for the room is received from a paying renter prior to 72 hrs. before the scheduled time of non-profit use the paying renter may "bump" the non-profit user.

-Ongoing scheduled activities by non-profits can not be accommodated.

All waiver requests and action must be reported to the County Administrator and the Parks and Recreation Commission. Appeals of the Director's decision shall be made to the County Administrator.

- 10) Permit the Parks and Recreation Director to waive the pool rental/daily access fee to pool for non-profit groups (such as Special Olympics) whose main purpose for using the pool is to enhance the physical/mental well being of participants with the following conditions:

-when the pool schedule permits.

-all pool rules shall apply.

-use must take place during center operating hours.

-ongoing scheduled pool use cannot be accommodated.

All waiver requests and action must be reported to the County Administrator and the Parks and Recreation Commission. Appeals of the Director's decision shall be made to the County Administrator.

No shows are forfeited.

Non-Prime Time Hours currently are:

Monday	6:00 a.m. - 4:00 p.m.
Tuesday	6:00 a.m. - 4:00 p.m.
Wednesday	6:00 a.m. - 4:00 p.m.
Thursday	6:00 a.m. - 4:00 p.m.
Friday	6:00 a.m. - 4:00 p.m.
Saturday	4:00 p.m. - 8:00 p.m.
Sunday	4:00 p.m. - 8:00 p.m.

Non-Prime Time/Prime Time Hours shall be designated at the parks at recreation staff discretion.

EXPANDED USE/NEW SERVICE ISSUES

- 14) Permit parks and recreation staff to offer specials and discounts at their discretion with the approval of the County Administrator.
- 15) Allow all instructional class registrants use of sauna, locker rooms, pool after their scheduled class at the center at no additional charge.
- 16) Institute racquetball court party rentals after operating hours as follows:
 - use of both courts (3 hours maximum)
 - use of lobby
 - use of kitchen
 - NO alcoholic beverages permitted
 - racquetball court party rental fee:

Members	\$75.00
Non-Members	\$112.50
- 17) Institute racquetball and pool party rentals after operating hours as follows:
 - use of both courts (3 hours maximum)
 - use of lobby
 - use of kitchen
 - use of pool
 - NO alcoholic beverages permitted
 - racquetball and pool party rental fee:

Members	\$200-\$350 (based on # of people in party)
Non-Members	\$300-\$525 (based on # of people in party)
- 18) Maximize use of center facilities by programming staff to draw a cross section of the community to the center.
- 19) Permit Recreation Center members to use the Upper County Park pool all season, and Upper County Park season pass holders to use the pool during the pool pass period.

- 20) Change the shower system at the so that patrons can control shower water temperature and time.

REVENUE ENHANCEMENT ISSUES

- 21) Permit facility fees for James City County Parks and Recreation Department instructional classes, conducted at the Recreation Center, to be recorded as center revenue.
- 22) Permit the net revenue generated by James City County instructional classes conducted at the Recreation Center to be recorded as center revenue.
- 23) Permit the net revenue generated by Williamsburg City recreation classes conducted at the Recreation Center to be recorded as center revenue. Require that the City Recreation Department pay \$5.00 per participant (center member) and \$7.50 per participant (center non-member) per month, or any part thereof, for the City swim program, to the center.

Require that the City Recreation Department pay for the use of other center facilities used for programs. The payment rate will be established prior to use and shall be approved by the County Administrator.

POLICY/PROCEDURE/RULE ISSUES

- 24) Allow individual pool patrons ages 6 through 10 to use the pool without adult supervision, in the water, if they have passed a swim proficiency test conducted by center aquatic staff.
- 25) Diving will not be allowed unless it is approved by the Director of Parks and Recreation.
- 26) Personal locks will be permitted in accordance with the locker rental policy.
- 27) All youth groups entering the pool shall have one adult for each 8 children; and the adult is responsible for the direct supervision of the children they accompany.
- 28) Expand definition of "resident" to include individuals residing outside the City or County who own property in the City or County and can prove ownership by submitting a real estate tax statement.

6/21/88

SM/dlp