

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 23RD DAY OF OCTOBER, NINETEEN HUNDRED EIGHTY-NINE, AT 2:09 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

Thomas D. Mahone, Chairman, Jamestown District
Stewart U. Taylor, Vice-Chairman, Stonehouse District

Jack D. Edwards, Berkeley District
Perry M. DePue, Powhatan District
Thomas K. Norment, Jr., Roberts District
David B. Norman, County Administrator
Frank M. Morton, III, County Attorney

B. MINUTES - October 2, 1989

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

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

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

C. HIGHWAY MATTERS

Mr. Jim Kelly, Assistant Resident Engineer, Virginia Department of Transportation stated copies of a project update and adopt-a-highway program had been provided for the Board's information.

Mr. DePue asked that future reports be delivered to the County Administration Office in time to be included in the Reading File.

Mr. Mahone requested that 3 street corners in Kingspoint be checked where school buses miss the pavement and create deep holes, and reminded Mr. Kelly of the request for reflectors or markers for safety at the west entrance ramp to Route 199 from Route 143.

Mr. Norment questioned the distance between median crossovers on a 4-lane highway.

Mr. Kelly responded a distance of 850 feet.

Mr. Norment asked if the developer was responsible for traffic impact statement and funding for needed crossovers on 4-lane highways with medians.

Mr. Kelly replied in the affirmative.

Mr. Taylor expressed appreciation for the spraying of Johnson grass by VDOT along the highways.

Mr. DePue at a constituent's request, asked that VDOT investigate the possibility of a no U-turn sign at the median crossover, traveling west on Route 60 just past the True Value store.

Mr. Kelly responded that a check would be made.

D. CONSENT CALENDAR

Mr. Mahone 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, Edwards, DePue, Mahone (5). NAY: (0).

1. Coastal Resource Management Grant Contract

R E S O L U T I O N

VCRMP GRANT CONTRACT

WHEREAS, the Chesapeake Bay Preservation Act, as administered by the Chesapeake Bay Local Assistance Board, requires James City County to draft and adopt Chesapeake Bay Preservation area maps; and

WHEREAS, the Council on the Environment has awarded James City County a grant of \$5,800, to partially offset local cost of implementing the Chesapeake Bay Preservation Act.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes and directs the County Administrator to execute the grant contract on behalf of James City County.

2. Virginia Power Easement - Little Creek Recreation Area

R E S O L U T I O NVIRGINIA POWER EASEMENT - LITTLE CREEK RECREATION AREA

WHEREAS, the County of James City is the owner of Little Creek Recreation Area and desires underground electrical service to the recreation area facilities; and

WHEREAS, Virginia Power Company, a Virginia Corporation, requires an easement for the installation of underground electrical service to Little Creek Recreation Area facilities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby grant an easement to Virginia Power Company for the installation of underground electrical service to Little Creek Recreation Area, as shown on Virginia Power Company Plat No. 28-890146.

3. James City Service Authority/County Building E Lease Agreement

J O I N T R E S O L U T I O NSERVICE AUTHORITY/COUNTY BUILDING E LEASE AGREEMENT

WHEREAS, James City Service Authority and James City County desire to enter into a lease agreement for Building E with an effective date of April 1, 1989.

NOW, THEREFORE, BE IT RESOLVED that the Chairman and Clerk of the Board of Supervisors and Chairman and Secretary to the James City Service Authority, James City County, Virginia, be authorized to execute the lease agreement between the Service Authority and the County.

E. PUBLIC HEARINGS

1. Case No. SUP-30-89. Lois N. Meadows

Mr. Marvin Sowers, Jr., Director of Planning, stated that Mr. Clinton T. Meadows had applied for a special use permit to allow a family subdivision of a 4.7 acre parcel of land into four one-acre lots, located at 129 Greenswamp Road, further identified as Parcel (2-2) on James City County Real Estate Tax Map No. (36-2), within the A-1, General Agricultural District.

Staff recommended approval of the special use permit with conditions listed in the resolution. Mr. Sowers asked that the language "placement of" in Condition 2 be replaced with "issuance of a building permit for. . ."

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

After a lengthy discussion regarding the posting of the surety bond and completion of road improvements prior to the building of a third dwelling, Mr. Norment made a motion to approve the resolution with staff recommendation of wording for Condition 2.

Mr. Taylor made a motion to amend the resolution by deletion of condition 2.

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

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

R E S O L U T I O N

CASE NO. SUP-30-89. LOIS N. MEADOWS

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

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County does hereby approve the issuance of Special Use Permit No. SUP-30-89 as described herein with the following conditions.

1. Prior to approval of the subdivision, the applicant shall enter into a subdivision agreement with James City County and provide adequate surety to guarantee the completion of Green Swamp Road to VDOT standards..
2. The road construction to VDOT standards shall be completed prior to the issuance of a building permit for any dwelling or manufactured home on this property which represents the third dwelling or more than three dwellings served by Green Swamp Road.
3. All lots shall abut and have access to Green Swamp Road.

F. BOARD CONSIDERATIONS

1. Establishing Position to Replace an Employee Pending Disability Retirement

Ms. Carol Luckam, Manager, Personnel stated that a request for establishing an additional full-time permanent Auto Mechanic was needed in order that a long-term employee, who was unable to perform the duties of Auto Mechanic due to an off-the-job accident, could continue productive employment until retirement in April 1990. Ms. Luckam further stated that that position would not be filled upon the employee's retirement, and that monies to fund requested position are available from contingency.

Discussion ensued regarding the additional position in next year's budget, salary, and time frame of retirement for current employee.

Mr. Edwards made a motion to approve the resolution.

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

R E S O L U T I O N

AUTO MECHANIC POSITION

WHEREAS, a long-term County employee has sustained a back injury and is no longer able to perform his assigned duties as an Auto Mechanic; and

WHEREAS, we wish to retain his employment in a light duty capacity until his retirement can be processed and at the same time provide sufficient manpower to the Garage until he is able to retire.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes the establishment of a full-time permanent Auto Mechanic position.

BE IT FURTHER RESOLVED that the monies needed, \$14,500, for the new position will be transferred from the FY 1990 Contingency Fund.

2. Agreement for Dam for Vineyards Subdivision

Mr. Frank M. Morton, III, County Attorney, stated that written approval from the Virginia Department of Transportation had not been received, and staff recommended deferral of the item until the next Board of Supervisors meeting.

With Board consensus, Mr. Mahone declared postponement of the item.

3. Personnel Policy Change - Section 5.13, Health Insurance

Ms. Luckam stated that Blue Cross/Blue Shield premiums, covering 80% of the County employees, have increased over 40%, and in order to minimize that cost to employees, staff recommended increasing the Blue Cross/Blue Shield prescription drug card deductible and changing the formula for determining employee contribution.

A brief discussion regarding funding from this year's budget and looking at alternative proposals for insurance ensued.

Mr. Mahone made a motion to approve the resolution.

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

RESOLUTION
REVISION OF THE COUNTY PERSONNEL POLICIES
AND PROCEDURES MANUAL

WHEREAS, the Board of Supervisors of James City County wants to provide fair and adequate group health insurance for employees and their immediate family members; and

WHEREAS, the County strives to minimize the increased cost of health care to both the County and employees.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, adopts the attached revision of Section 5.13 of the Personnel Policies and Procedures Manual of James City County.

G. PUBLIC COMMENT - None

H. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. David Norman, County Administrator, requested an executive session pursuant to Section 2.1-344(a)(1) of the Code of Virginia to consider a personnel matter and Section 2.1-344(a)(3) of the Code of Virginia to consider land acquisition.

I. BOARD REQUESTS AND DIRECTIVES

Mr. DePue commended the Minority Achievement Program.

Mr. Mahone mentioned a Virginia Department of Transportation Roundtable scheduled for November 20, 1989, 9:30 a.m. to 1:30 p.m. in Norfolk.

Mr. Mahone noted an upcoming joint meeting with the School Board and Williamsburg City Council.

Mr. Mahone mentioned the informative training report from Personnel in the Reading File.

Mr. Mahone indicated that Williamsburg Crossing had asked for access to Route 199, and that issue would be brought before the Board at a later date.

Mr. Mahone stated that Recycling Saturday, October 21, 1989, was a success.

Mr. Mahone stated that a constituent suggested that the County operate the permanent facilities at Little Creek Recreation Area. He noted that a decision would be made early next year.

Mr. Norment congratulated Mr. Edwards on his recent installation as President of the Virginia Municipal League for 1990.

Mr. Mahone expressed the County's pleasure of having Mr. Edwards serve as President of the Virginia Municipal League for the coming year.

Mr. Mahone made a motion to convene into executive session pursuant to Section 2.1-344(a)(1) of the Code of Virginia to consider a personnel matter and Section 2.1-344(a)(3) of the Code of Virginia to consider land acquisition for a school site, at 3:28 p.m.

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

Mr. Mahone reconvened the Board into open session at 3:48 p.m.

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

On a roll call, the vote was: AYE: Norment, Taylor, DePue, Mahone (4). NAY: (0). ABSENT: Edwards (1).

R E S O L U T I O N

MEETING DATE: OCTOBER 23, 1989

CERTIFICATION OF EXECUTIVE MEETING

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

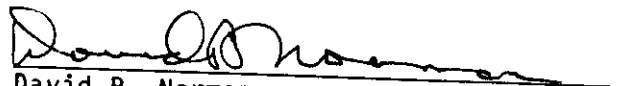
WHEREAS, Section 2.1-344.1 of the Code of Virginia requires a certification by the Board that such executive meeting was conducted in conformity with Virginia law.

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

Mr. Taylor made a motion to adjourn.

On a roll call, the vote was: AYE: Norment, Taylor, DePue, Mahone (4). NAY: (0). ABSENT: Edwards (1).

The Board adjourned at 3:49 p.m.

A handwritten signature in cursive script, appearing to read "David B. Norman", written over a horizontal line.

David B. Norman
Clerk to the Board

1149w

104A

1667

BOOK 466 PAGE 37



Right Of Way Agreement -
Corporate Underground Easement

COR 16-10-04

THIS AGREEMENT, made this 29th day of January, 1990, between

JAMES CITY COUNTY

a Virginia corporation, hereinafter called "Owner" and Virginia Electric and Power Company, a Virginia corporation, hereinafter called "Company."

WITNESSETH:

That for the sum of One Dollar (\$1.00) and other valuable considerations, the receipt whereof is hereby acknowledged, Owner grants unto Company, its successors and assigns, the perpetual right, privilege and easement of right of way fifteen (15) feet in width to lay, construct, operate and maintain one or more lines of underground conduits and cables and one or more lighting supports and lighting fixtures, as Company may from time to time deem expedient or advisable, located on the right of way hereinafter described, for the purpose of transmitting and distributing electric power by one or more circuits; for telephone, television and other communication purposes; and for lighting purposes; together with all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, ground connections, meters, attachments, equipment, accessories and appurtenances desirable in connection therewith [hereinafter referred to as "facilities"].

The Company shall have the right to assign or transfer, without limitation, all or any part of the perpetual rights, privilege and easement of right of way granted herein. The said perpetual right, privilege and easement of right of way extends over, under, through and across certain lands of Owner situated in James City County, Virginia, as shown on Plat No. 28-890146 hereto attached and made a part of this agreement, the location of boundary of said right of way being shown in broken lines on said plat.

The facilities constructed hereunder shall remain the property of Company. Company shall have the right to inspect, rebuild, remove, repair, improve, relocate on the right of way described above, and make such changes, alterations, substitutions, additions to or extensions of its facilities as Company may from time to time deem advisable.

Company shall at all times have the right to keep the right of way clear of all buildings, structures and other obstructions [except fences], trees, roots and undergrowth. All trees and limbs cut by Company at any time shall remain the property of the Owner.

For the purpose of constructing, inspecting, maintaining or operating its facilities on the right of way on the property of Owner or on its right of way on any other property, the Company shall have the right of ingress and egress over, upon and along such right of way. If the Company is unable reasonably to exercise the right of ingress and egress over, upon or along the right of way on the property of Owner, the Company shall have such right of ingress and egress over the property of the Owner adjacent to the right of way. Company shall have the further right of ingress to and egress from the rights of way over such private roads as may now or hereafter exist on the property of Owner. The right, however, is reserved to Owner to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the rights of way, Company shall have such right of ingress and egress over the lands of Owner adjacent to the rights of way and lying between public or private roads and the rights of way in such manner as shall occasion the least practicable damage and inconvenience to Owner. Company shall be liable for all damages resulting from its exercise of the right of ingress and egress.

1070



Right Of Way Agreement - Corporate Underground Easement

COR 16-10-04

Owner, its successors and assigns, may use the right of way for any purpose not inconsistent with the rights hereby granted, provided such use does not interfere with or endanger the construction, operation and maintenance of Company's facilities and provided that no buildings, structures or other obstructions [except fences] may be constructed on the right of way.

Owner covenants that it is seised of and has the right to convey the said easement of right of way, rights and privileges; that Company shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement of right of way, rights and privileges; and that Owner shall execute such further assurances thereof as may be required.

IN WITNESS WHEREOF, Owner has caused its name to be signed here to by its Chairman of the Board of Supervisors
By [Signature]

STATE OF VIRGINIA

County of James City To-wit:

Masi Lou Smith, a Notary Public in and for the City aforesaid, County aforesaid, State of Virginia at Large,

whose commission expires on the 8th day of February, 19 93, do hereby certify that Perry M. DePue

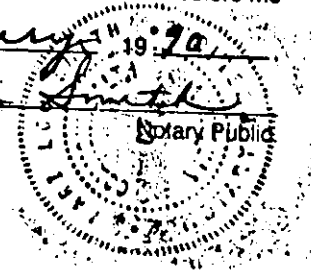
whose name is signed to the foregoing writing dated the 29 day of January, 19 90, as Chairman, of James City County Board of Supervisors

acknowledged the same before me in the County aforesaid this 5th day of February, 19 90.
Masi Lou Smith
Notary Public

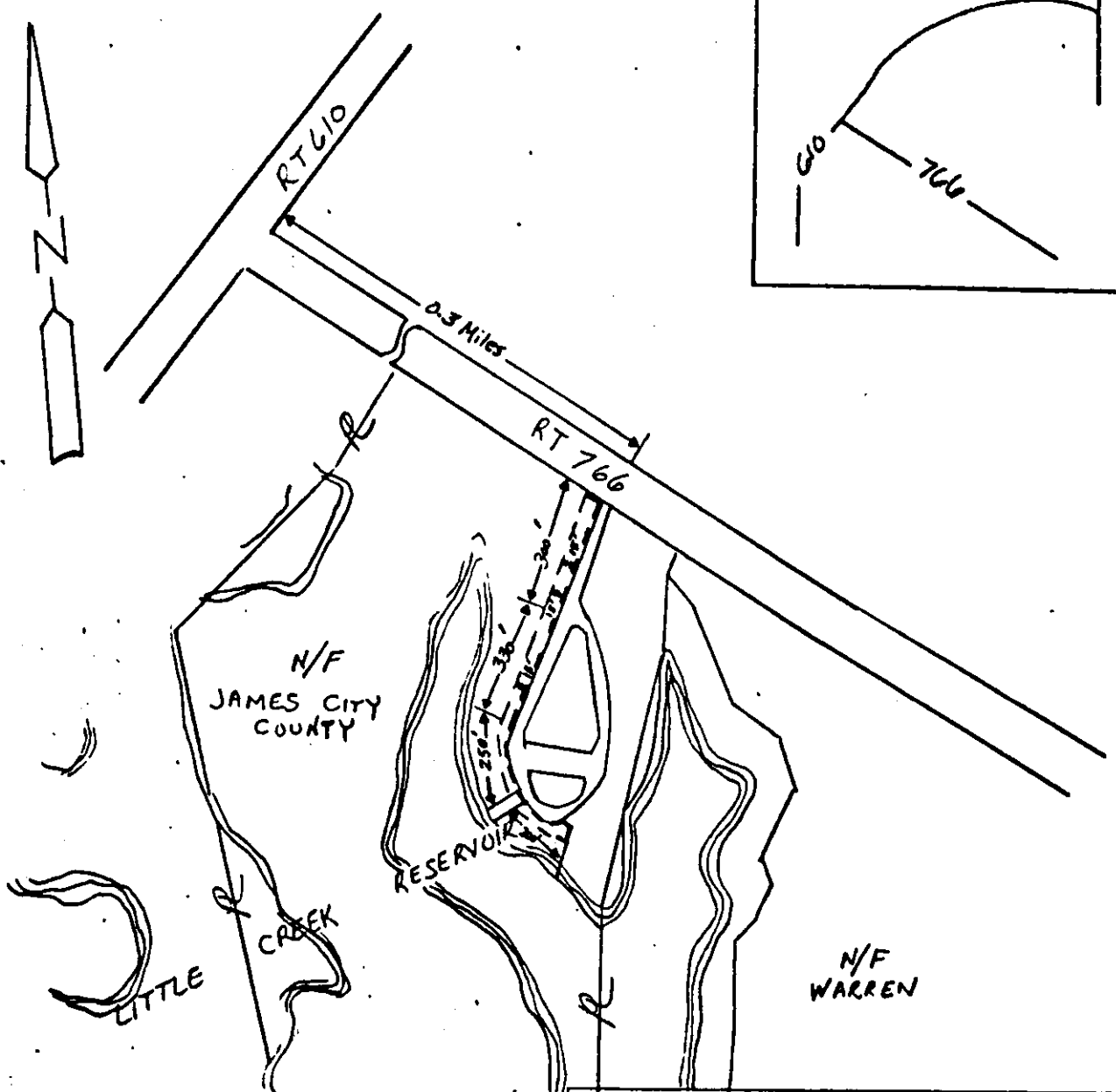
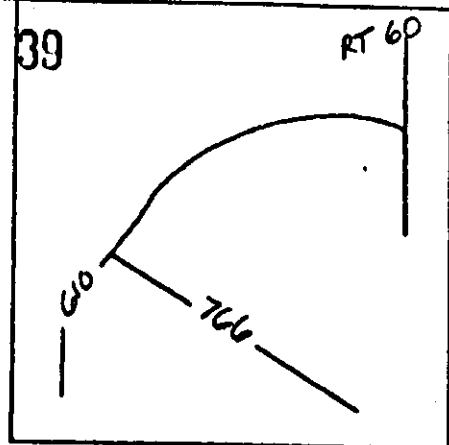
VIRGINIA: City of Williamsburg and County of James City, to Wit:

In the Clerk's office of the Circuit Court of the City of Williamsburg and County of James City the above was presented with certificate annexed and admitted to record at 1:18 o'clock


Teste: Hollis S. Ward, Clerk
by [Signature]
Deputy Clerk



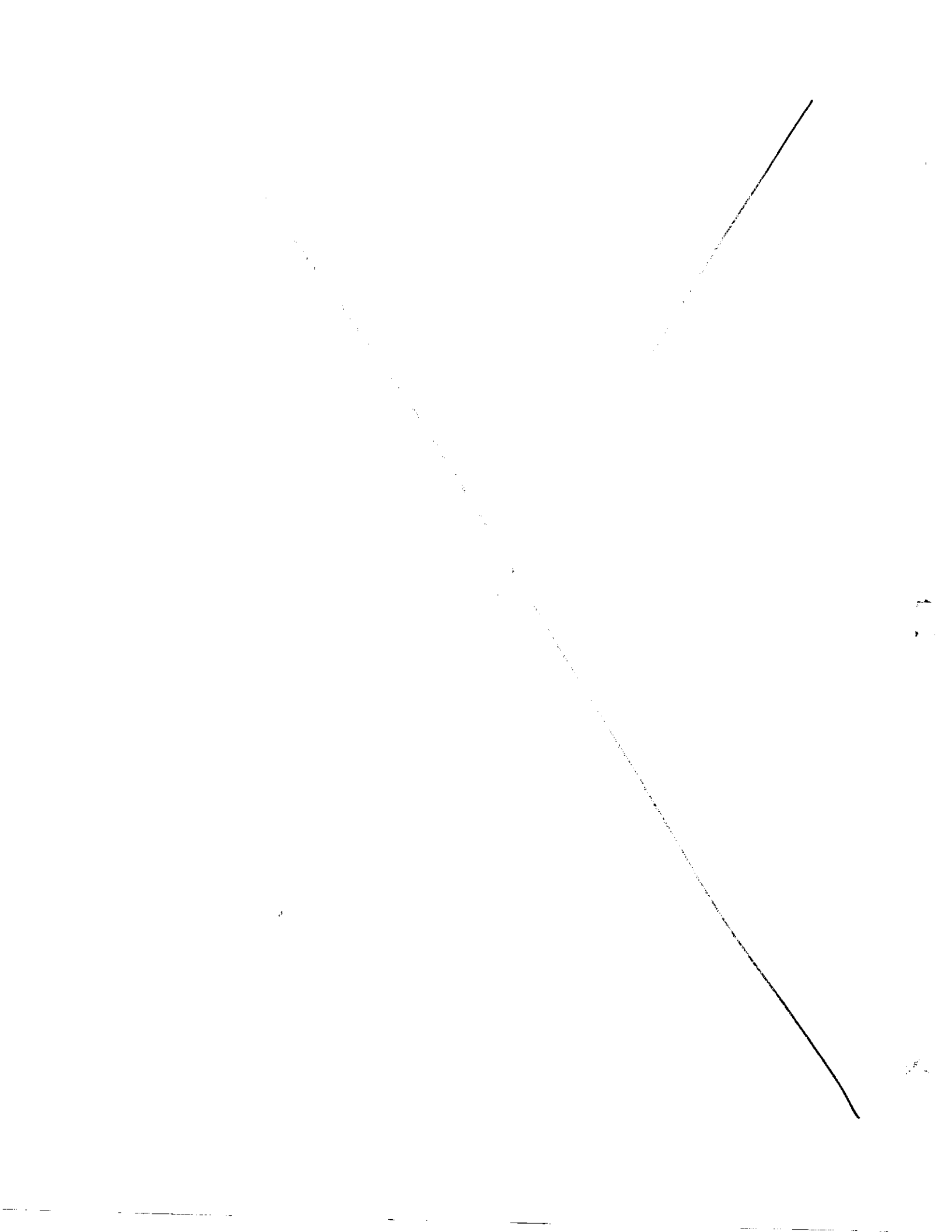
PLAT RECORDED IN
B.B. NO. 466 PAGE 39



Legend
—— Location of Boundary Lines of Right of Way
15 FEET IN WIDTH

		
VIRGINIA POWER		
Virginia Electric and Power Company		
UG		
District WILLIAMSBURG		
District-Township-Borough STONEHOUSE	County-City JAMES CITY VA	State VA
Office WILLIAMSBURG	Plat Number 28-890146	
Estimate Number 28-907-165	Grid Number M1541	
Date 1-29-90 By Kenn J. King		

941726 Form No. 720489 (Dec 87) (Formerly 91566230)



THIS LEASE, made this first day of April 1989, between James City County, (hereinafter called the "Lessee" and the James City Service Authority (hereinafter called the "Lessor").

W I T N E S S E T H:

That for and in consideration of TEN DOLLARS (\$10.00) paid by Lessee to Lessor, the receipt of which is hereby acknowledged and the mutual covenants setforth herein, the parties agree as follows:

1) the Lessee shall pay \$10.00 per square foot for 5,714.4 square feet it leases from the Lessor in Building E of the Government Center, a total of \$57,144 paid in equal monthly instalments of \$4,762. The rent shall be retroactive to April 1, 1989, and shall be due as a lump sum for the months of April through September 1989, upon execution of this lease. Thereafter, the rent shall be due on the first day of each month;

2) the Lessor shall pay for utilities, maintenance, housekeeping and custodial services for the building;

3) the term of the lease shall be 25 years. Every 5 years the lease payment shall be increased by the percentage change in the BLS Consumer's Price Index;

4) the Lessee shall lease to the Lessor the land upon which the building and other improvements were constructed for \$1 per year;

5) the Lessor shall not sell nor lease any property it owns at the Government Center without the express consent of the Lessee. In the event the Lessee sells all or part of the Government Center, the Lessor shall be justly compensated for any loss;

6) the Lessor shall be entitled to quiet enjoyment of property leased from the Lessee, as shall the Tenant be similarly entitled from the Lessor; and

7) all disputes shall be negotiated between the Lessor and Lessee; should those parties be unable to agree, the County Administrator shall resolve the issues in dispute.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed.

JAMES CITY COUNTY

Thomas D. Mahone

Thomas D. Mahone, Chairman
Board of Supervisors

Attest:

David B. Norman

David B. Norman
Clerk

JAMES CITY SERVICE AUTHORITY

Thomas K. Norment, Jr.

Thomas K. Norment, Jr., Chairman
Board of Directors

ATTEST:

David B. Norman

David B. Norman
Secretary

STATE OF VIRGINIA
County of James City, to-wit:

I, MARI Lou SMITH, a Notary Public in and for the County and State aforesaid, do hereby certify that Thomas D. Mahone, Chairman, and David B. Norman, Clerk, whose names are signed to the writing hereto annexed, bearing date on the 1st day of April, 1989, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 23rd day of October, 1989.

Mari Lou Smith
Notary Public

My Commission expires: February 8, 1993.

STATE OF VIRGINIA
County of James City, to-wit:

I, MARI Lou SMITH, a Notary Public in and for the County and State aforesaid, do hereby certify that Thomas K. Norment, Jr., Chairman, and David B. Norman, Secretary, whose names are signed to the writing hereto annexed, bearing date on the 1st day of April, 1989, have acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 23rd day of October, 1989.

Mari Lou Smith
Notary Public

My Commission expires: February 8, 1993.

Section 5.13 Health Insurance (Rev. 10/23/89)

- A. Group Health Insurance Plan - The County shall provide at least one group health insurance option.
- B. Eligibility - All employees in full-time permanent and limited term positions and their spouses and dependent children are eligible for group health insurance coverage.
- C. Cost - The County shall pay at least a portion of the cost of the group health insurance coverage.
- D. Details of Plans - The plan is detailed in materials which may be obtained from the Personnel Department.

Section 5.14 Deferred Compensation

- A. Authority - The County sponsors a deferred compensation plan to allow County employees to defer a portion of their salary for retirement purposes. The plan is voluntary and is in accordance with appropriate federal and state laws.
- B. Eligibility - All employees in full-time and part-time permanent and limited term positions are eligible to participate in the deferred compensation plan.

Section 5.15 Flexible Benefits

- A. Premium Conversion - The County has adopted a program under Section 125 of the Internal Revenue Code which permits insurance premiums to be paid with pretax dollars. All employees who pay a portion of their County-sponsored insurance benefits are eligible to participate.
- B. Spending Accounts - The County has adopted a program under Section 125 of the Internal Revenue Code which permits employees to pay for certain health care and dependent care expenses with pretax dollars on a reimbursable basis. All employees in part-time and full-time permanent and limited term positions are eligible to participate.
- C. Details of Plans - The plans are detailed in materials which may be obtained from the Personnel Department.

Section 5.16 Credit Union

- A. Langley Federal Credit Union - The employees of James City County do not have their own credit union. However, the Langley Federal Credit Union welcomes County employees as members.