

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 17TH DAY OF JULY, NINETEEN HUNDRED NINETY-FIVE, AT 5:03 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA. 153

A. ROLL CALL

Perry M. DePue, Chairman, Powhatan District
David L. Sisk, Vice Chairman, Roberts District

Jack D. Edwards, Berkeley District
Robert A. Magoon, Jr., Jamestown District
Stewart U. Taylor, Stonehouse District
David B. Norman, County Administrator
Frank M. Morton, III, County Attorney

B. WORK SESSION

1. Motor Vehicle Decals

Mr. John E. McDonald, Manager of Financial and Management Services, presented proposed ordinance changes regarding motor vehicle decals. He stated that a public hearing would be advertised for August 7, 1995, Board of Supervisors' meeting if the Board agreed to the changes. The Treasurer, Betty Pettengill, and Commissioner of Revenue, Carlyle Ford, were available for questions.

Mr. DePue declared a recess for dinner at 5:30 p.m.

Mr. DePue reconvened the Board at 7:05 p.m.

C. MINUTES - July 3, 1995

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

Mr. Taylor made a motion to approve the minutes.

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

D. HIGHWAY MATTERS

Mr. Quintin Elliott, Williamsburg Resident Engineer, Virginia Department of Transportation, distributed a customer service form to complete and return to VDOT offices.

Mr. DePue commended Mr. Elliott and VDOT staff, particularly Ms. Beverly Mozingo, Assistant Williamsburg Resident, on their responsiveness to requests.

Mr. DePue asked for a review of turning traffic onto and from Route 5 in the vicinity of Greensprings and Centerville roads.

Mr. Sisk asked for a review of vehicles traveling east on Route 60 and making a left-turn into 7-11 across from the Carter's Grove entrance.

Mr. Magoon asked for a status of the turnaround on Lake Powell Road.

Mr. Taylor asked for continuation of consideration of turn lane onto Route 60 at Chickahominy Road.

Mr. Elliott stated he would have all matters submitted for VDOT's review.

E. CONSENT CALENDAR

Mr. DePue asked if a Board member wanted to remove any item from the Consent Calendar.

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

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

1. Grove Recreation Association 50th Anniversary

PROCLAMATION

GROVE RECREATION ASSOCIATION

WHEREAS, the Grove Recreation Association was organized in August 1945 by Little Zion Baptist, Mount Gilead Baptist, and Morning Star Baptist churches as the Grove Recreation Committee to fill a need for recreation in the Grove community; and

WHEREAS, the Association's goals were to purchase property, erect a building for recreation and sponsor Boy and Girl Scout units.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby expresses appreciation for the accomplishments of the Grove community and congratulates the Grove Recreation Association on its 50th anniversary.

2. Boy Scouts of America Troop 80

RESOLUTION

BOY SCOUTS OF AMERICA TROOP 80

WHEREAS, Troop 80, First Colony District, Colonial Council, Boy Scouts of America was organized in August 1945 by the Grove Recreation Committee; and

WHEREAS, Troop 80 members achieved many top scouting awards and participated annually, along with dedicated adult leaders, in activities of benefit to the community such as the Scouting for Food and community clean-up programs.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, recognizes the 50th Anniversary of Boy Scout Troop 80 sponsored by the Grove Recreation Association and wishes it continued success in the future.

3. Buy Local Produce Month

RESOLUTION

BUY LOCAL PRODUCE MONTH

WHEREAS, the agriculture production of fruits and vegetables has a long and significant history in James City County; and

WHEREAS, the use of land for the growing of fruit and vegetable crops is a favored land use, requiring few public services and enhancing the scenic, rural and cultural qualities which make James City County a desirable location; and

WHEREAS, August is the peak of the harvest season for local produce; and

WHEREAS, locally grown fruits and vegetables are customarily available to the citizens of James City County at farms where it is grown, at road side and parking lot stands, and at farmers' markets.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, designates the month of August as BUY LOCAL PRODUCE MONTH in James City County, and encourages its citizens to support local agriculture.

4. Appointment of Alternate to Virginia Peninsula Regional Jail Authority Board

RESOLUTION

APPOINTMENT OF ALTERNATE TO VIRGINIA PENINSULA

REGIONAL JAIL AUTHORITY BOARD

WHEREAS, the County Administrator is appointed as the County's member on the Virginia Peninsula Regional Jail Authority (VPRJA) Board of Directors; and

WHEREAS, there are occasions that the regular member is unable to attend VPRJA meetings.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Assistant County Administrator is appointed as the County's alternate member to the VPRJA Board.

5. School Resource Officer Program, James City County and Williamsburg-James City County Public Schools

RESOLUTION

SCHOOL RESOURCE OFFICER PROGRAM

WHEREAS, during the FY 96 budget process, the Board of Supervisors of James City County approved the School Resource Officer Program between James City County and Williamsburg-James City County Public Schools.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes the Chairman to execute, on its behalf, an agreement with the Williamsburg-James City County Public Schools that authorizes the County to assign a full-time trained police officer to perform duties as outlined in said agreement.

Mr. DePue yielded the floor to Vice Chairman Sisk and Supervisor Taylor for presentation of resolutions.

Mr. Sisk read and presented the Grove Recreation Association 50th Anniversary resolution to Ms. Rosalind Dodd, and the Boy Scouts of America Troop 80 resolution to troop members, Daniel Lee, Kevin Byrd, and Dennis Dodd.

Mr. Taylor read and presented the BUY LOCAL PRODUCE MONTH resolution to Mr. Edward Overton, Extension Agent.

F. PUBLIC HEARINGS

1. Case No. ZO-8-95. Ordinance Amendment, Zoning, Chapter 20, Article VI, Overlay District, Division I, Residential Cluster Development, Section 20-548, Density Bonuses

Mr. Matthew W. Maxwell, Planner, stated that Mrs. Mary M. Mullis had applied for a special use permit to allow the placement of a single-wide manufactured home on 2.2 acres, in R-8, Rural Residential, located at 2925 Little Creek Dam Road, and further identified as Parcel No. (1-36A) on James City County Real Estate Tax Map No. (21-4).

Staff recommended approval with conditions listed in the resolution.

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

Mr. Edwards made a motion to approve the ordinance amendment.

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

2. Ordinance Amendment, Chapter 4, Building Regulations, Repealing Article IV, Tradesmen Certification Board, Section 4-26 through 4-33
3. Ordinance Amendment, Chapter 4, Building Regulations, Amending Article I, Division I, Section 4-3, Adoption, Amendments, and Article V, Violations and Penalties, Section 4-37

Mr. Bernard M. Farmer, Jr., Director of Code Compliance, stated that the proposed changes made County Code consistent with 1993 edition of Uniform Statewide Building Code; repealed certification of Tradesmen; and, approved schedule of Civil Penalties for certain building code violations.

Mr. DePue opened the public hearings, and as no one wished to speak, he closed the public hearings.

Mr. Edwards made a motion to approve the ordinance amendments.

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

4. Proposed Fee and Easement Transfers - Route 199 Construction in Vicinity of Route 5 and Strawberry Plains Road

Mr. Frank M. Morton, III, County Attorney, stated that agreement had been reached with the Virginia Department of Transportation regarding acquisition of 31.781 acres for \$1,825,000 for construction of Route 199 at Strawberry Plains Road. Mr. Morton complimented the staff of Geographic Information Systems for its excellent map and defined the parcels of land as outlined.

Staff recommended approval of the resolution and Attachment A.

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

Mr. Sisk made a motion to approve the resolution.

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

RESOLUTION

TRANSFER OF PROPERTY/RICHARDSON MEADOWS/ROUTE 199/

COMMONWEALTH OF VIRGINIA

WHEREAS, the Board of Supervisors of James City County is desirous of having Route 199 extended and improved.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that it hereby authorizes and directs the Chairman of the Board to execute that certain deed conveying the following parcels of property from James City County to the Commonwealth of Virginia for the sum of \$1,825,000.

Fee Transfer

21.836 Acres ± James City County Tax Map (38-4)(1-38)
.781 Acres ± James City County Tax Map (38-4)(1-49)

Easement Transfer

0.500 permanent easement James City County Tax Map (38-4)(1-38)
.004 permanent easement James City County Tax Map (38-4)(1-45)
.125 temporary easement James City County Tax Map (38-4)(1-45)
.242 temporary easement James City County Tax Map (38-4)(1-45)

BE IT FURTHER RESOLVED that the Board of Supervisors hereby appropriates \$325,000 of these proceeds to Capital Contingency.

Mr. Edwards asked for clarification of \$1,514,000 listed in the County budget for the transfer of this property.

5. Outdoor Gathering Permit, Williamsburg Scottish Festival, Inc.

Mr. Sanford B. Wanner, Assistant County Administrator, stated that application from the Williamsburg Scottish Festival, Inc., to hold an outdoor gathering, September 23, 1995, from 9:00 a.m. to 5:00 p.m. at the Williamsburg Winery, Ltd., 2638 Lake Powell Road.

Mr. Wanner further stated that all required approvals had been received, and staff recommended approval of the resolution.

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

Mr. Magoon made a motion to approve the resolution.

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

RESOLUTION

OUTDOOR GATHERING PERMIT - WILLIAMSBURG SCOTTISH FESTIVAL, INC.

WHEREAS, James City County received an application from Williamsburg Scottish Festival, Inc., to hold an outdoor gathering on September 23, 1995, from 9:00 a.m. to 5:00 p.m., at the Williamsburg Winery, LTD., 2638 Lake Powell Road, James City County, Virginia; and

WHEREAS, the application was reviewed and approved with comments by the James City County Fire Chief, Police Chief, Emergency Medical Services Coordinator, the Health Department and the Zoning Administrator/Building Official.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes the County Administrator to issue a permit to the Williamsburg Scottish Festival, Inc., to hold an outdoor gathering as proposed on the Outdoor Gathering Permit Application and the written comments made thereto.

G. BOARD CONSIDERATIONS

1. Case No. SUP-12-95, Avalon/Governor's Land Water Main (Amendment to SUP-42-89) (Deferred from 7/3/95)

Mr. Mark J. Bittner, Planner, stated that this case was deferred at the July 3, 1995, Board of Supervisors' meeting, to allow review by Board members absent from that meeting. He explained that the applicant must obtain a waterworks operating permit for the proposed expansion serving more than 25 persons at least 60 days per year, and stated the site was presently connected to Heritage Landing sewer line.

He reiterated that Mr. J. E. Phillips, Jr., had applied on behalf of the Avalon Women's Shelter for a special use permit to amend SUP-42-89 to allow the existing shelter and a proposed expansion to the Governor's Land Water Main, on approximately 5 acres located outside the Primary Service Area, zoned A-1, General Agricultural, located on John Tyler Highway, further identified as Parcel No. (1-8) on James City County Real Estate Tax Map No. (45-1).

Staff determined the proposed expansion would not involve a new use and, therefore, would not constitute a significant precedent encouraging expansion of public utilities outside the Primary Service Area.

In concurrence with staff, the Planning Commission, by a vote of 4-1, with one abstention, recommended approval of the special use permit with conditions listed in the resolution.

Without Board objection, Mr. DePue granted permission for persons in the audience to speak.

Mr. Joseph E. Phillips, Jr., representative for Avalon Women's Shelter, detailed cost of construction project, expansion will appear residential, and traffic would not be impacted by increase in residents and staff.

Mr. Howard McDermott, 2792 John Tyler Highway, asked whether the applicant would dig a well if connection was not available.

Mr. Robert Jones, 2983 John Tyler Highway, spoke of family situations which might necessitate a need to be able to build on his property.

Mr. Ed Oyer, 139 Indian Circle, spoke in opposition to operating the County by making exceptions.

The Board discussed that existing structures can connect, but new development could not connect to the water main.

Mr. DePue stated the County had an obligation to address concerns of those citizens who are surrounded by the Primary Service Area during the Comprehensive Plan update.

Mr. Edwards stated the Primary Service Area (PSA) was important to maintain growth in the County and that this application would affect the PSA by setting a precedent.

Mr. DePue made a motion to approve the resolution with deletion of the third WHEREAS paragraph.

Mr. Magoon emphasized that review of the Primary Service Area boundaries was incumbent upon the Board during the Comprehensive Plan update.

Staff suggested that the Board allow it an opportunity to share additional information about implications to the Primary Service Area, perhaps in the form of a work session to permit broader discussion.

Mr. Sisk suggested that the applicant could apply for a connection from James City Service Authority and apply for a special use permit for the construction project.

Mr. Edwards made a motion to defer the case until the August 21, 1995, Board of Supervisors' meeting.

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

2. Case No. SO-1-94. Ordinance Amendment, Chapter 17, Article II, Section 17-27, Preliminary Plan, Subdivision Drainage
Case No. SO-1-95. Ordinance Amendment, Chapter 17, Subdivisions, Article II, Section 17-29, Final Plan, Plat Note

Mr. Maxwell stated that the cases were deferred at the July 3, 1995, Board of Supervisors' meeting, and restated that the subdivision drainage proposed amendment would require subdivision plans to show at least one contour line for each 100 feet of horizontal distance. He explained that the amendments require different topographic plan submittal requirements for areas generally south of Route 5 and areas generally north of Route 5, the two topographically distinct areas of the County.

He further stated that the proposed amendment would require a note stating that the environmentally sensitive areas on the plat should be left in natural undisturbed state except activities permitted by the Chesapeake Bay Act or as listed in easement language.

In concurrence with staff, the Planning Commission unanimously recommended approval of the ordinance amendments.

Board discussion followed regarding drainage, and Mr. Magoon requested an update on number of lots with shrink swell soils out of all lots being developed.

Mr. DePue made a motion to approve the ordinance amendments.

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

3. Fire Tanker Truck Bid

Mr. Richard M. Miller, Fire Chief, stated that bids were received for the purchase of a fire tanker truck.

Staff recommended approval of a contract with S & S Fire Apparatus Company, Inc., the lowest most responsible bidder.

Mr. Edwards made a motion to approve the resolution.

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

RESOLUTION

FIRE TANKER TRUCK CONTRACT

WHEREAS, funds are appropriated in the FY 95 Capital Improvement Budget to purchase replacement fire equipment; and

WHEREAS, requests for bids were issued, responses evaluated, and the lowest bid meeting the critical specifications was determined; and

WHEREAS, it has been determined that the bid submitted by S & S Fire Apparatus Company, Inc., in the amount of \$216,262 was the lowest responsible/responsive bid.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes and directs the County Administrator to enter into a contract with S & S Fire Apparatus Company, Inc., for the purchase of a fire tanker truck for the sum of \$216,262.

4. Virginia Peninsula Regional Jail Amended and Restated Cooperative Service Agreement

Mr. Sanford B. Wanner, Assistant County Administrator, stated that the Virginia Peninsula Regional Jail Authority Service Agreement required several changes for the upcoming permanent bond financing.

Staff recommended approval of the resolution.

Mr. Edwards made a motion to approve the resolution.

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

RESOLUTION

**VIRGINIA PENINSULA REGIONAL JAIL AMENDED AND
RESTATED COOPERATIVE SERVICE AGREEMENT**

WHEREAS, a Cooperative Agreement has been approved between the Counties of James City and York and the Cities of Poquoson and Williamsburg for the Virginia Peninsula Regional Jail; and

WHEREAS, an amendment to the Agreement is required for debt financing purposes.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby approves the Virginia Peninsula Regional Jail Amended and Restated Cooperative Service Agreement and authorizes the County Administrator to sign the Amendment on behalf of the Board.

H. PUBLIC COMMENT

1. Mr. Ed Oyer, 139 Indian Circle, recommended the reading by all elected officials of a book entitled, "The Death of Common Sense."

2. Col. Ed Riley, 611 Tam-O-Shanter, spoke of latest update on lyme disease in the area.

I. REPORTS OF THE COUNTY ADMINISTRATOR - None

J. BOARD REQUESTS AND DIRECTIVES

Mr. Edwards stated that James City County Transit Company was working with the College of William and Mary regarding changes in the bus system for future financial viability.

Mr. DePue recessed the Board for a James City Service Authority Board of Directors' meeting at 9:07 p.m.

Mr. DePue reconvened the Board at 9:17 p.m.

Mr. DePue made a motion to recess the Board until Saturday, August 5, 1995, at 7:45 a.m. for a Strategic Management Planning meeting.

The Board recessed at 9:21 p.m.



David B. Norman
Clerk to the Board

JUL 17 1995

ORDINANCE NO. 31A-164

BOARD OF SUPERVISOR
JAMES CITY COUNTY
VIRGINIA

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 20, ZONING, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, BY AMENDING ARTICLE VI. OVERLAY DISTRICTS, DIVISION I. RESIDENTIAL CLUSTER DEVELOPMENT, SECTION 20-548. DENSITY BONUSES.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 20 is hereby amended and reordained by amending Section 20-548, Density Bonuses.

Chapter 20. Zoning

Article VI. Overlay Districts

Division I. Residential Cluster Development

Section 20-548. Density bonuses.

14. A 40 percent density bonus may be granted if 30 or more percent of the residential units have actual sales prices at or below the maximum allowable sales prices for James City County ~~established under the Virginia Housing Development Authority's Home Mortgage Loan Program, as adjusted (\$81,500 as of October 1, 1991)~~ *as set by adjusting the 1991 Virginia Housing Development Authority's Home Mortgage Loan Program (\$81,500) base by the cumulative rate of inflation as measured by the consumer price index (CPI) annual average change. The annual increase shall not exceed 5 percent.*

5. On days when students are not in session, the Police Chief shall assign the Officer to such duties as the Police Chief deems appropriate.

II. WJC Schools Obligation

1. The WJC Schools shall provide the Officer with the following: an office at Lafayette High School during the regular school year; office equipment and supplies; telephone, textbooks, and related curriculum materials for classes; teaching supplies; and such other materials as may be necessary for the Officer to carry out the educational duties assigned.

2. On a school-day to school-day basis, the Officer shall work in cooperation with and under the direction of the Lafayette High School Principal as a member of the school's staff. The Officer remains the employee of the County and as such is ultimately supervised, evaluated, and directed by the Police Chief.

III. Purpose of the School Resource Officer Program

1. The program focuses on developing rapport with students, presenting information to students on various crime prevention subjects, providing law enforcement resource assistance to school personnel, parents, and students, and identifying and counseling problem youth, thereby diverting them from the juvenile justice system. Through these activities, the program helps students, parents, and educators to develop a better understanding of the role of the law enforcement Officer and to create a more positive concept of our legal and judicial system.

2. The Officer provides educational benefits to students by teaching curriculum units and provides classroom presentations and assemblies covering topics such as law education, legal systems, substance abuse, sexual harassment, child abuse, crime awareness and prevention, safety, and community policing activities.

3. The Officer provides discussion and counseling services through classroom, small group, and individual sessions with students and conferences with parents in those matters pertaining to law enforcement. Non-law enforcement issues will be referred to the Lafayette High School principal.

4. The Officer builds rapport and trust with students by maintaining a high level of visibility on campus during the regular school day and by attending such activities as athletic events, school dances, student clubs and activities, field trips, PTSA meetings, back-to-school nights, and other special programs as requested by the Principal. Such assignments will be part of the Officer's regular duties as much as possible in order to avoid the need for overtime compensation.

5. The Officer will be available to school administrators as an educational resource for assistance in understanding the application and enforcement of criminal laws.

6. The Officer shall respond to emergency situations as requested by the Lafayette High School principal. The Officer shall respond in a customary manner according to the Officer's training and standard law enforcement techniques to criminal activity which is observed or suspected by the Officer. The Officer will not become involved in disciplinary actions taken against students for violations of the student discipline code, nor in the procedural aspects of the enforcement of the student discipline code.

161a

**SCHOOL RESOURCE OFFICER PROGRAM
BETWEEN JAMES CITY COUNTY
AND THE WILLIAMSBURG-JAMES CITY COUNTY PUBLIC SCHOOLS**

This agreement is made as of the 17 day of June, 1995, by and between James City County, Virginia, ("the County"), and the Williamsburg-James City County Public Schools ("WJC Schools").

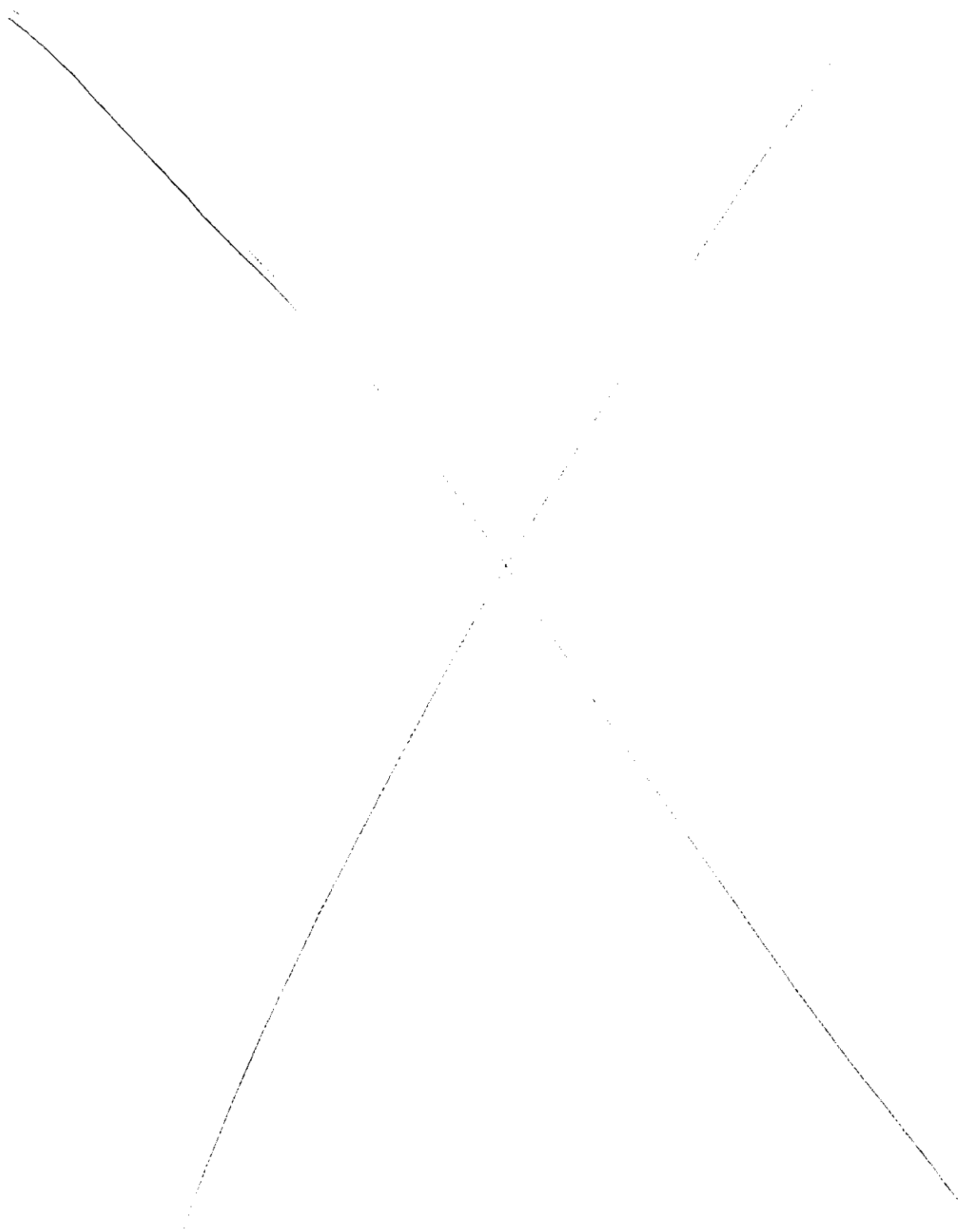
Introduction

The primary purpose of the School Resource Officer Program is to enhance positive communications and to build trust with students in the WJC Schools community. The program is a joint educational venture to enhance the safe schools learning environment supported by WJC Schools and the County.

Now, therefore, in consideration of the mutual promises and covenants contained herein, the County agrees to employ a School Resource Officer (one full-time equivalent position) to perform the duties described in this agreement, according to the terms and conditions set out below:

I. County Obligation

1. Upon the full approval and execution of this agreement by the County and WJC Schools, and appropriation by the County of funds necessary to pay the costs associated therewith, the County, upon the recommendation of the Superintendent of Schools, shall assign a full-time trained Police Officer (full-time or equivalent) to work out of Lafayette High School on such days as WJC Schools is in regular session. The Officer shall be made available to perform the duties described herein no later than the opening day of school for the 1995-96 school year now scheduled to begin on September 5, 1995.
2. Prior to being assigned to duties with WJC Schools, the Officer shall be certified as a law enforcement Officer through the Virginia Department of Criminal Justice Services (DCJS) and shall have obtained such other training as is usual and customary for Officers in the James City County Police Department. Any additional training periodically required to maintain DCJS certification will be carried out during times when WJC Schools is not in its regular school session.
3. The County shall bear the costs associated with the employment of the Officer (full-time equivalent), including the costs of salary, overtime, training, car, radio, uniform, other equipment, employer's contribution to the employee's pension plan, employee's medical care plan, employee's life insurance policy, etc.
4. The Officer shall be at Lafayette High School on days when students are in session during the regular academic school term. The Officer shall be in uniform as may be directed by the Police Chief. The Officer shall be on site at least 30 minutes prior to the start of school for students and shall remain at school until at least 30 minutes after students regularly leave at the end of the students' day. From time to time the Officer may work at other schools in WJC Schools as assigned by the Police Chief with prior approval of the Superintendent of Schools.



such as searches of students or interviews with students by administrative staff, but nonetheless will not be prevented from enforcing applicable criminal laws where a violation of the student discipline code amounts to a violation of the criminal law.

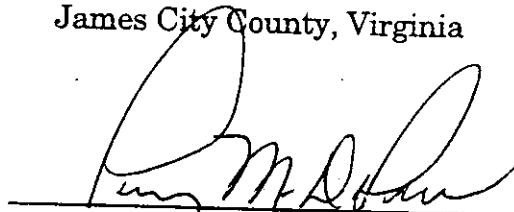
IV. Planning Meetings

The Police Chief and Superintendent of Schools shall make themselves or their representatives available periodically for joint meetings as may be requested by either party for the purpose of resolving any issues which may arise with respect to the administration and execution of this joint agreement.

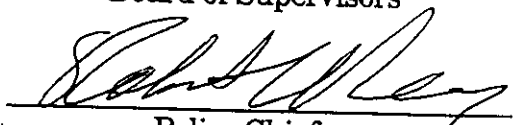
V. Term of Agreement

The term of this agreement shall be for one (1) year beginning July 1, 1995, through June 30, 1996, unless otherwise extended by the parties. Notwithstanding anything in this agreement to the contrary, this agreement automatically terminates in the event that, in any fiscal year, the County fails to appropriate funds sufficient to meet the costs of this program. In addition, this agreement may be terminated at any time by 15 days written notice of either party to the other.

James City County, Virginia

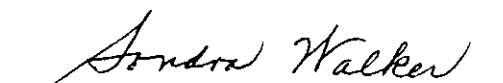


Chair, James City County
Board of Supervisors

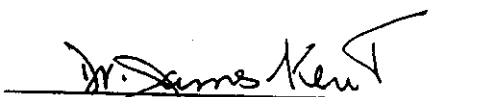


Police Chief

Williamsburg-James City County
Public Schools

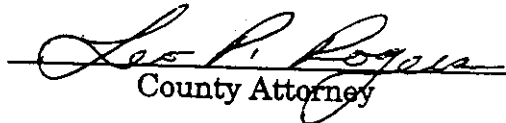


Chair, Williamsburg-James City
County School Board



Superintendent of Schools

Approved as to Form:

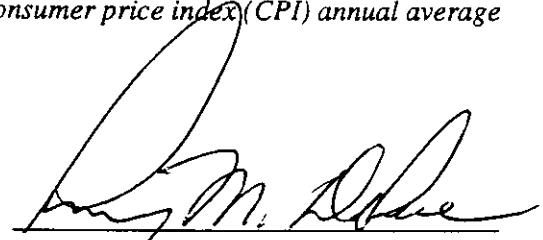


County Attorney

School Board Attorney

Ordinance to Amend and Reordain
Chapter 20. Zoning
Page 2

15. A 50 percent density bonus may be granted if 30 or more percent of the residential units have sales prices at or below 80 percent of the maximum sales price for James City County ~~established under the Virginia Housing Department Authority's Home Mortgage Loan Program as adjusted (\$65,200 as of October 1, 1991)~~ *as set by adjusting the 1991 Virginia Housing Development Authority's Home Mortgage Loan Program base (\$65,200) by the cumulative rate of inflation as measured by the consumer price index (CPI) annual average change. The annual increase shall not exceed 5 percent.*



Perry M. DePue
Chairman, Board of Supervisors

ATTEST:



David B. Norman
Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
SISK	AYE
EDWARDS	AYE
MAGOON	AYE
TAYLOR	AYE
DEPUE	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 17th day of July, 1995.

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JUL 17 1995

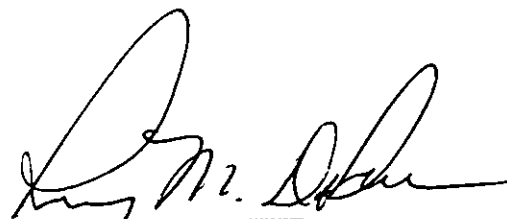
ORDINANCE NO. 81A-6

BOARD OF SUPERVISORS
JAMES CITY COUNTY
VIRGINIA

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 4, BUILDING REGULATIONS, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, BY REPEALING ARTICLE IV, TRADESMEN CERTIFICATION BOARD, SECTIONS 4-26 THROUGH 4-33.

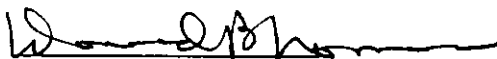
BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 4, is hereby amended and reordained by repealing Sections 4-26 through 4-33.

Chapter 4. Building Regulations



Perry M. DePue, Chairman
Board of Supervisors

ATTEST:



David B. Norman
Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
SISK	AYE
EDWARDS	AYE
MAGOON	AYE
TAYLOR	AYE
DEPUE	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 17th day of July, 1995.

chapter4.ord

JUL 17 1995

ORDINANCE NO. 81A-7

BOARD OF SUPERVISORS
JAMES CITY COUNTY
VIRGINIA

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 4, BUILDING REGULATIONS, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, BY AMENDING ARTICLE I, VIRGINIA UNIFORM STATEWIDE BUILDING CODE, DIVISION I, GENERALLY, SECTION 4-3, ADOPTION; AMENDMENTS; AND ARTICLE V, VIOLATIONS AND PENALTIES, SECTION 4-37, GENERALLY.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 4, is hereby amended and reordained by amending Section 4-3. Adoption; amendments; and Section 4-37, Penalties; sanctions, injunctive relief, fines.

Chapter 4. Building Regulations

Article I. Virginia Uniform Statewide Building Code

Division 1. Generally

Section 4-3. Adoption; amendments.

There is hereby adopted by reference in the county that certain code known as the Virginia Uniform Statewide Building Code *Volume I* and all Virginia Administrative Amendments/Accumulative Supplements thereto in being as of the effective date set forth below or subsequently issued, and the whole thereof and the same is hereby incorporated herein as fully as if set out in length. The effective date of the provisions of such code is September 9, 1974, and shall control all matters set forth in Section 4-1 above, and all other functions which

Ordinance to Amend and Reordain
Chapter 4. Building Regulations
Page 2

pertain to the installation of systems vital to all buildings and structures and their service equipment as defined by such code, and shall apply to all existing and proposed structures in the county; prior to the enactment of this code, all matters set forth in Section 4-1 above were governed by the provisions of the Southern Building Code and amendments thereto. Certain sections and subsections of the Uniform Statewide Building Code are amended as follows:

(1) BOCA Basic Building Code.

- (a) Wherever the parenthetical phrases "name of municipality" or "name of jurisdiction" shall be found, the words "County of James City" shall be substituted therefor.
- (b) Wherever the parenthetical phrase "date of adoption of this code" shall be found, the word and numbers "September 1, 1974" shall be substituted therefor.
- ~~(c) The words and numbers "10 feet" shall be inserted in the second line of Section 1807.2.1 and in the second line of Section 1807.2.2 on page 339 of the BOCA Basic Building Code.~~
- ~~(d) The dollar amounts of one hundred thousand (\$100,000.00), two hundred thousand (\$200,000.00) and twenty-five thousand (\$25,000.00) shall be inserted in the fourth, fifth and sixth lines, respectively, of Section 1906.1 on page 350 of the BOCA Basic Building Code.~~

(2) BOCA Basic Plumbing Code.

- (a) Wherever the parenthetical phrase "date of adoption of this code" appears, substitute the word and numbers "September 1, 1974."
- (b) Wherever the parenthetical phrases "name of municipality" or "name of jurisdiction" shall appear, substitute the words "County of James City."
- (c) The words and numbers "1 foot and 18 inches" shall be inserted in the second and third lines of Section P-~~308.3~~ 309.4 on page ~~31~~ 14 of the BOCA Basic Plumbing Code. 1993 ED.
- (d) The words "the distance as required by the James City Service Authority Regulations Governing Utility Service" shall be inserted in the third line of Section P-~~303.2~~ 304.3 on page ~~30~~ 13 of the BOCA Basic Plumbing Code, 1993 ED.

(3) BOCA Basic Mechanical Code.

- (a) The date of adoption of this code is September 1, 1974.
- (b) ~~whenever~~ *Wherever* the parenthetical phrases "name and municipality" or "name of jurisdiction" shall appear, substitute the words "County of James City."

Ordinance to Amend and Reordain
Chapter 4. Building Regulations
Page 4

(4) National Electrical Code.

- (a) Wherever reference is made to governmental bodies or area jurisdiction the words "County of James City" shall be deemed to apply.
- (b) Wherever the terms "authority having jurisdiction" or "competent authority" or terms similar in nature are used, it shall be deemed to mean the "building official or a representative he may designate." Such representative shall normally be the electrical inspector, or chief electrical inspector, *or fire official.*

(5) *CABO* One- and Two-Family Dwelling Code.

- (a) Table No. ~~R-202~~ 201.2 in Section ~~R-202.2~~ 201 of that code is amended by adding the following underlined words and numbers under each of the columnar headings as follows:

Roof live load, pounds per square feet - 20

Roof snow load, pounds per square feet - 20

Wind pressure in pounds per square feet - 25

Seismic condition by zone - 4 (one)

Subject to damage from:

Weathering	<u>Yes, 12 inches</u> , severe
Frost line depth	<u>Yes, 12 inches</u>
Termite	<u>Yes</u>
Decay	<u>Yes</u>
Winter Design Temp	None Required

- (6) Requirement to use Virginia Administrative Amendments/Accumulative Supplements.

It is mandatory that the codes referenced in subsection (1) through (5) above be compared with and updated by the Virginia Administrative Amendments/Accumulative Supplements prior to final interpretation of any of the provisions of those codes.

Article V. Violations and Penalties

Section 4-37. ~~Generally~~. Penalties; sanctions, injunctive relief, fines.

- (a) It shall be unlawful for any person to violate any provision of the Virginia Uniform Statewide Building Code ("VUSBC") or fail to comply with any of the requirements thereof or erect, construct, alter or repair a building or structure in violation of an approved plan or directive of the building official or in violation of a permit or certificate issued under the VUSBC, and shall be punishable

pursuant to Section 36-106 of the Code of Virginia by a fine of not more than one thousand dollars (\$1,000.00); the following: ~~Each day that a violation continues shall be deemed a separate offense.~~

(1) *Criminal sanctions. Upon conviction, any owner or any other person, firm or corporation shall be guilty of a misdemeanor and shall be punished by a fine of not more than \$2,500.00. Any person convicted of a second offense committed within less than five (5) years after a first offense shall be punished by a fine of not less than \$1,000.00 nor more than \$2,500.00. Any person convicted of a second offense committed within a period of five (5) to ten (10) years of a first offense shall be punished by a fine of not less than \$500.00 nor more than \$2,500.00. Any person convicted of a third or subsequent offense committed within ten (10) years of an offense shall be punished by a fine of not less than \$1,500.00 nor more than \$2,500.00. Provisions requiring a minimum fine shall apply only to convictions for building code violations which cause a building or structure to be unsafe or unfit for human habitation.*

(2) *Civil fines:*

(a) *Any person who violates any provision of the building code and who fails to abate or remedy the violation promptly upon receipt of notice of the violation from the local enforcement officer shall be assessed a civil penalty in accordance with the following schedule:*

1. *Failure to obtain a building permit before work begins:*
 - a. *First offense \$25.00 per day*
 - b. *Subsequent offenses for same violation . . \$50.00 per day*
2. *Failure to obtain a certificate of occupancy before commencement of occupancy:*
 - a. *First offense \$25.00 per day*
 - b. *Subsequent offenses for same violation . . \$50.00 per day*
3. *Failure to obtain any required inspection:*
 - a. *First offense \$50.00 per day*
 - b. *Subsequent offenses for same violation . \$100.00 per day*
4. *Violation of any other provision of Volume I of the VUSBC:*
 - a. *First offense \$75.00 per day*

b. *Subsequent offenses for same violation . \$150.00 per day*

Each day during which a violation is found to exist shall be a separate offense. However, in no event shall specified violations arising from the same set of operative facts be charged more frequently than once in a ten-day period and in no event shall a series of such violations result in civil penalties of more than \$3,000.00.

(b) Any person summoned for a scheduled violation may make an appearance in person or in writing by mail to the county treasurer prior to the date fixed for trial in court. Any person so appearing may enter a waiver of trial, admit liability, and pay the civil penalty established for the offenses charged. Such persons shall be informed of their right to stand trial and that a signature to an admission of liability will have the same force and effect as a judgment of court.

(c) No provisions herein shall be construed to allow the imposition of civil penalties for:

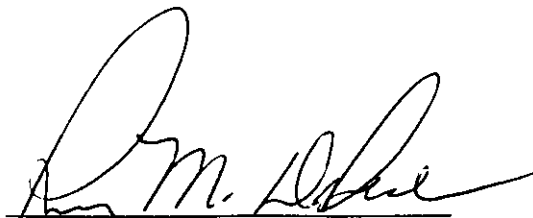
- 1. Activities related to land development;*
- 2. Violations of any provisions of the local zoning ordinance relating to the posting of signs on public property or public right-of-ways; or*
- 3. Violations resulting in the injury to any person or persons.*

~~(b) It shall be unlawful for any person to continue any work in or about the building after having been served with a stop work order, except such work as he or she is directed to perform to remove a violation, unsafe or substandard condition, and shall be punishable by a fine of not more than one thousand dollars (\$1,000.00).~~

(d) *Injunctive relief. Except as otherwise provided by the court for good cause shown, any violation or attempted violation of this chapter shall be abated or remedied within six months of the date of the assessment of the conviction. If the violation concerns a residential unit and if the violation remains uncorrected at the time of the conviction, the court shall order that the violation be abated or remedied in order to comply with the VUSBC. Injunctive relief shall be in addition to any criminal or civil penalty imposed by the court. Civil or criminal action may be brought in conjunction with a separate action for injunctive relief. However, the offenses designated for civil penalties above shall be in lieu of criminal enforcement.*

State Code reference - Va. Code Sections 36-106 and 15.1-499.1.

Ordinance to Amend and Reordain
Chapter 4. Building Regulations
Page 10



Perry M. DePue, Chairman
Board of Supervisors

ATTEST:



David B. Norman
Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
SISK	AYE
EDWARDS	AYE
MAGOON	AYE
TAYLOR	AYE
DEPUE	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 17th day of July, 1995.

newcha4.ord

R/W-16 Corp (LA)
Revised 5/93

Exempted from recordation taxes
and fees under Sections 58.1-811(A)(3),
58.1-811(C)(4), 58.1-3315 and 25-249.

This Deed, Made this 17th day of July,
19 95, by and between JAMES CITY COUNTY hereinafter designated as Grantor
(even though more than one), and the COMMONWEALTH OF VIRGINIA, Grantee,

Witnesseth: In consideration of the sum of \$1,825,000.00 paid by the
grantee to the grantor, receipt of which is hereby acknowledged, the said
grantor hereby grants and conveys unto said grantee in fee simple, with
general warranty, the land located in Berkeley Magisterial District, in
James City County, and described as follows:

Parcel 008 - Being as shown on Sheet 3, 3C, 4 and 5 of the plans for
Route 199 State Highway Project 0199-047-F03, RW206 and beginning on both
sides of Proposed Office Revised Centerline N. B. L. Rte. 199 from the
existing north right of way line of Route 5 at approximate Station 101+87 to
the lands now or formerly belonging to Joseph S. Terrell, at approximate
Station 131+75, and containing 21.836 acre, more or less, land, together with
the permanent right and easement to use the additional areas shown as being
required for the proper construction and maintenance of drainage ditch (left)
from N. B. L. Route 199 centerline Station 115+01 to Station 115+22 as
indicated on plans, containing 0.050 acre, more or less; together with the
temporary right and easement to use the additional areas shown as being
required for the proper construction of cut and/or fill slopes and containing
0.125 acre, more or less.

Parcel 140 - Being as shown on Sheet 6 of the plans for Route 199 State Highway Project 0199-047-F03, RW206 and beginning on both sides of N. B. L. Centerline of proposed Route 199 from the lands now or formerly belonging to The Midlands Townhouses at approximate Station 143+14 to the lands now or formerly belonging to C. E. L. Development, opposite approximate Station 146+20, and containing 0.781 acre, more or less, land, together with the permanent right and easement to use the additional areas shown as being required for the proper construction and maintenance of sanitary sewer line, right from Rte. 199 N. B. L. centerline Station 146+34 to Station 146+54 as indicated on plans, containing 0.004 acre, more or less; together with the temporary right and easement to use the additional areas shown as being required for the proper construction of cut and/or fill slopes and containing 0.242 acre, more or less. Said temporary easement will terminate at such time as the construction of the aforesaid project is completed; and being a part of the same land acquired by the grantor from Williamsburg - James City County School Board, by deed dated February 22, 1984 and recorded in Deed Book 245, Page 113, in the office of the Clerk of the Circuit Court of James City County, and from John Green Construction Company, by deed dated December 15, 1987 and recorded in Deed Book 374, Page 720, in the office of the Clerk of the Circuit Court of James City County.

For a more particular description of the land herein conveyed, reference is made to photocopy of Sheet No. 3, 3C, 4, 5 and 6, showing outlined in RED the land conveyed in fee simple, in GREEN the permanent easement and in ORANGE the temporary construction easement which photocopy is hereto attached as a part of this conveyance and recorded simultaneously herewith in the State Highway Plat Book _____, Page _____.

AND FURTHER WITNESSETH: THAT WHEREAS, all or part of said Route has been designated as a Limited Access Highway in accordance with the provisions of Article 4, Chapter 1, Title 33.1, of the 1950 Code of Virginia, as amended;

NOW, THEREFORE, for the aforesaid consideration the grantor doth also hereby grant and convey unto the grantee with general warranty any and all easements of access, light or air incident to the lands of the grantor abutting upon said Limited Access Highway, and/or upon any of its ramps, loops, or connections at and with intersecting highways, the line or lines along which said easements herein conveyed lie being described as follows:

From a point on the proposed north right of way and limited access line opposite approximate Rte. 5 Relocated centerline Station 647+15, the lands now or formerly belonging to Helen Virginia Slauson; thence, along the said proposed right of way and limited access line to a point opposite approximate Station 130+78 Office Revised centerline N. B. L. Rte. 199; the lands now or formerly belonging to Donald B. and Judith A. Ogburn; also from a point on the proposed north right of way and limited access line opposite approximate N. B. L. Route 199 centerline Station 143+00 the lands now or formerly belonging to The Midlands Townhouses; thence along the said proposed right of way and limited access line to a point opposite approximate Station 146+48 the lands now or formerly belonging to C. E. L. Development; as shown in BLUE on said photo copies.

It is covenanted and agreed that this conveyance is made pursuant to the provisions of Article 4, Chapter 1, Title 33.1, of the 1950 Code of Virginia, as amended, which shall be a covenant running with the abutting lands of the grantor, which abut upon the said Limited Access Highway, and/or upon any of its ramps, loops, or connections at or with intersecting highways, along the said line or lines hereinabove described, as if said Article as amended were

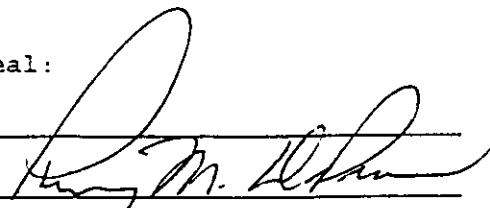
herein fully recited. Nothing herein contained shall be construed to convey any easement of access, light or air, incident to any lands of the grantor abutting upon any highway other than said Limited Access Highway, ramps, loops, and connections, nor as denying the grantor the right of ingress to and egress from any of the grantor's lands which abut upon any service road now or hereafter constructed by the grantee to provide access to and from said Limited Access Highway.

The grantor by the execution of this instrument acknowledges that the plans for the aforesaid project as they affect its property have been fully explained to its authorized representative.

The said grantor covenants that it is seized of the land in fee simple herein conveyed; that it has the right to convey the said land to the grantee; that it has done no act to encumber the said land; that the grantee shall have quiet possession of the land, free from all encumbrances, and that it will execute such further assurances of the said land as may be requisite.

The said grantor covenants and agrees for itself, its successors and assigns, that the consideration hereinabove mentioned and paid to it shall be in lieu of any and all claims to compensation for land, and for damages, if any, to the remaining lands of the grantor which may result by reason of the use to which the grantee will put the land to be conveyed, including such drainage facilities as may be necessary.

WITNESS the following signature and seal:

By 
 Title Chairman, Board of Supervisors

STATE OF VIRGINIA
 County ~~CITY~~ OF James City,

The foregoing instrument was acknowledged before me this 7th day of
July, 1995, by Perry M. DePue,
 (Name of officer or agent)
Chairman, Board of Supervisors of James City County a
 (Title of officer or agent) (Name of Corporation)
Virginia corporation, on behalf of the corporation.
 (State or place of incorporation)

My Commission expires October 31, 1997.

Mary Frances Rieger
 Notary Public

JUL 17 1995

ORDINANCE NO. 30A-22

BOARD OF SUPERVISORS
JAMES CITY COUNTY
VIRGINIA

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 17, SUBDIVISIONS, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, BY AMENDING ARTICLE II. PROCEDURES AND DOCUMENTS TO BE FILED, SECTION 17-27. PRELIMINARY PLAN - SUBMITTAL REQUIREMENTS.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 17 is hereby amended and reordained by amending Section 17-27, Preliminary plan - Submittal requirements.

Chapter 17. Subdivisions

Article II. Procedures and Documents to be Filed

Section 17-27. Preliminary plan - Submittal requirements.

- (e) A drainage plan showing the proposed drainage system including all open ditches, closed storm drain pipes and stormwater management facilities proposed to convey the subdivision drainage to an adequate channel. The plan shall include sizes of all pipes and ditches, types of pipes and ditch linings, drainage easements and construction details of any stormwater management facilities. Drainage calculations shall be submitted with a drainage area map to verify the design of the drainage system including the adequacy of the channel receiving drainage from the proposed subdivision.

For multiphased subdivisions, a drainage area map shall be provided with drainage calculations for all phases of the subdivision to determine the adequacy of receiving channels. If receiving channels are not adequate the map shall include the location of proposed stormwater management facilities.

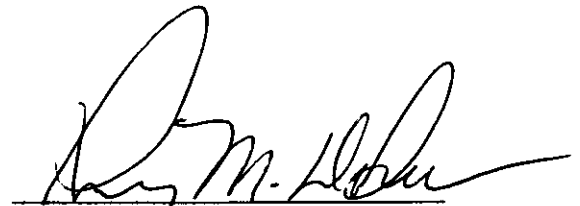
The drainage plan shall include the topographic plan of the site. The topographic plan submittal requirements vary depending on the location of the proposed development. Outlined below are the topographic plan submittal requirements for each specific area.

Areas Generally South of the Boundary Line - Reference the County Tax Map for the Boundary Line location.

For all subdivisions planned in this area, the subdivision mapping and design shall be based on topographic surveys which are either derived from on-site field surveys or aerial photography. James City County topographic maps shall not be used for this purpose unless the County Engineer permits the use of field verified James City County Topographic Maps. Subdivision plans shall show at least one contour line for each 100 feet of horizontal distance and shall show existing and proposed contours at intervals of no more than five (5) feet. The contour interval shall be in whole feet.

Areas Generally North of the Boundary Line - Reference the County Tax Map for the
Boundary Line Location.

*The topographic plan submittal requirements are the same as those required for Areas
Generally South of the boundary line except that James City County topographic plans may
be used. The applicant shall assume all risk associated with the accuracy and the precision
of these maps.*



Perry M. DeFue, Chairman
Board of Supervisors

ATTEST:



David B. Norman
Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
SISK	AYE
EDWARDS	AYE
MAGOON	AYE
TAYLOR	AYE
DEPUE	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 17th day of July, 1995.

JUL 17 1995

ORDINANCE NO. 30A-23

BOARD OF SUPERVISORS
JAMES CITY COUNTY
VIRGINIA

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 17, SUBDIVISIONS, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, BY AMENDING ARTICLE II. PROCEDURES AND DOCUMENTS TO BE FILED, SECTION 17-29. FINAL PLAN -SUBMITTAL REQUIREMENTS.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 17 is hereby amended and reordained by amending Section 17-29, Final plan - Submittal requirements.

Chapter 17. Subdivisions

Article II. Procedures and Documents to be Filed

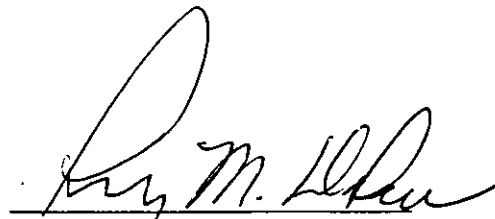
Section 17-29. Final plan - Submittal requirements.

- (g) *If the subdivided property contains wetlands and/or Resource Protection Areas, there shall be a note on the plat which states the following:*

"Wetlands and land within Resource Protection Areas shall remain in a natural undisturbed state except for those activities permitted by Section 19B-9C(1) of the James City County Code."

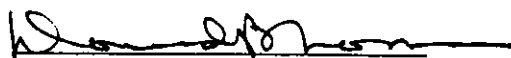
- (h) *If the subdivided property contains a Natural Open Space Easement, there shall be a note on the plat which states the following:*

"Natural Open Space Easements shall remain in a natural undisturbed state except for those activities referenced on the Deed Of Easement."



Perry M. DePue
Board of Supervisors

ATTEST:



David B. Norman
Clerk to the Board

<u>SUPERVISOR</u>	<u>VOTE</u>
SISK	AYE
EDWARDS	AYE
MAGOON	AYE
TAYLOR	AYE
DEPUE	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 17th day of July,
1995.

**AMENDED AND RESTATED
COOPERATIVE SERVICE AGREEMENT**

THIS AMENDED AND RESTATED COOPERATIVE SERVICE AGREEMENT is made as of August 1, 1995, by and among the VIRGINIA PENINSULA REGIONAL JAIL AUTHORITY (the "AUTHORITY"), the COUNTY OF JAMES CITY, the COUNTY OF YORK, the CITY OF POQUOSON and the CITY OF WILLIAMSBURG; each of which is a political subdivision of the Commonwealth of Virginia.

RECITALS

A. Pursuant to Article 3.1, Title 53.1 of the Code of Virginia, the County of James City, the County of York, the City of Poquoson and the City of Williamsburg (collectively, the "Member Jurisdictions") each adopted resolutions creating the Virginia Peninsula Regional Jail Authority (the "Authority") for the purpose of financing, acquiring, constructing and equipping a regional jail facility, and providing for its ongoing operation and maintenance for the benefit of the Member Jurisdictions.

B. The parties hereto are parties to a Cooperative Service Agreement dated as of November 14, 1994 and a First Amendment to Cooperative Service Agreement dated as of March 1, 1995 (together, the "Service Agreement") providing for the financing, construction and operation of the Virginia Peninsula Regional Jail.

C. The parties have determined that it is desirable to amend and restate the Service Agreement as set forth below.

In consideration of the foregoing and the mutual covenants set forth herein, the Authority and the Member Jurisdictions

hereby amend and restate the Service Agreement in its entirety as follows:

ARTICLE I
Definitions

The capitalized terms in this Agreement have the meanings set forth below unless the context otherwise requires.

"Annual Budget" has the meaning given to such term in Section 3.7.

"Applicable Laws" mean all applicable laws, ordinances, judgments, decrees, injunctions, writs and orders of any court, arbitrator or governmental agency or authority and all rules, regulations, orders, interpretations, licenses and permits of any Federal, state, county, municipal, regional, foreign or other governmental body, instrumentality, agency or authority.

"Authority" means the Virginia Peninsula Regional Jail Authority.

"Authority Default" has the meaning given to such term in Section 8.1.

"Bonds" means revenue bonds issued by the Authority for the design, site acquisition, construction, equipping, financing and other costs of the Jail.

"Fiscal Year" means the annual accounting period from July 1 of one year to June 30 of the following year.

"Indenture" means any indenture of trust, as the same may be supplemented or amended from time to time, under which Bonds are issued by the Authority.

"Jail" means the Virginia Peninsula Regional Jail as

constructed and equipped by the Authority and located in the County of James City together with any additions, or improvements thereto.

"Member Jurisdiction" means the County of James City, the County of York, the City of Poquoson and the City of Williamsburg, each a political subdivision of the Commonwealth of Virginia, and each other political subdivision joining the Authority but excluding any political subdivision that may have withdrawn from the Authority, as provided in Sections 5.7 and 5.8.

"Member Jurisdiction Default" has the meaning given to such term in Section 8.2.

"Net Expenses" means the amount by which the Authority's expenses exceed its revenue from sources other than Member Jurisdictions, including per diem Prisoner charges from other jurisdictions and State operating reimbursements, and shall include debt service costs and expenditures necessary to fund or replenish required debt service reserve funds and the Operating Reserve Fund required pursuant to Section 4.3 of this Agreement.

"Operating Reserve Fund" means the reserve fund established in Section 4.3.

"Notes" means bond anticipation notes issued by the Authority.

"Per Diem Charge" means the uniform daily charge to Member Jurisdictions for each Prisoner as set forth in Section 4.1.

"Placed in Service" means the first day on which the Jail

has been certified by the appropriate authority of the Commonwealth to accept Prisoners.

"Planning Study" means the feasibility study and conceptual design for the Jail prepared by Daniel, Mann, Johnson and Mendenhall dated June 3, 1993.

"Prisoner(s)" has the meaning given to such term in Section 3.1.

ARTICLE II Construction and Financing

Section 2.1. Construction of Jail. The Authority agrees to construct and equip the Jail substantially in accordance with the Planning Study.

Section 2.2. Permits. The Authority will construct the Jail in accordance with the requirements of all Applicable Laws and the rules and regulations of the Virginia Board of Corrections. The Member Jurisdictions agree to provide reasonable assistance to the Authority in complying with any such requirements, and will provide the Authority with any and all information that may be necessary in this regard.

Section 2.3. Costs of Jail; Agreement to Finance. The construction cost of the Jail is estimated to be approximately \$28,455,842.00. One-half of the eligible construction costs, now estimated to be approximately \$11,269,660.00, is expected to be reimbursed by the Commonwealth of Virginia upon completion of construction. The Authority intends to finance the cost of the Jail, including expenses associated with the financing, through the issuance of Bonds. In addition, the Authority may issue

Notes or other short-term obligations to finance certain preliminary costs on an interim basis. After the effective date of this Agreement, the Authority may immediately proceed to arrange such financing, incur such obligations and commence final design and construction of the Jail.

ARTICLE III
Provisions of Services, Operation and Maintenance

Section 3.1. Acceptance of Prisoners. Immediately after the Jail is Placed in Service, the Authority will accept Prisoners from each Member Jurisdiction (and to the extent space is available, from other jurisdictions, including the federal government and its agencies) who have been (i) duly arrested for committing a criminal offense and held over pending trial or (ii) duly convicted of committing a criminal offense and sentenced to a term of incarceration by a court having proper jurisdiction (the "Prisoners"). At a minimum, the Authority agrees to accept and be solely responsible for the confinement in the Jail, or in a facility approved for such purpose under the Applicable Laws, of at least the following number of Prisoners from each Member Jurisdiction:

<u>JURISDICTION</u>	<u>GUARANTEED PRISONER BEDS</u>
James City	122
York	98
Poquoson	29
Williamsburg	41

The Authority shall exercise its best efforts to keep the Jail

full of Prisoners at all times. Prisoners of Member Jurisdictions shall be given a preference over those of non-members; however, to the extent space is available, the Authority will endeavor to accept Prisoners from other jurisdictions. In the event that 290 Prisoners have been committed to the Authority by Member Jurisdictions and one or more Member Jurisdictions have committed fewer Prisoners to the Authority than the number of Prisoners that the Authority is required to accept from such Jurisdiction, the Authority will accept additional Prisoners from such Jurisdiction and ratably reduce the number of Prisoners from Member Jurisdictions having excess Prisoners in the Jail. The Authority shall be responsible for placing Prisoners who can not be housed at the Jail into other facilities.

Section 3.2. Commitment of Prisoners. After the Jail is Placed in Service, until final payment of any Notes, Bonds or other temporary or permanent financing for the construction of the Jail issued or obtained by the Authority pursuant to this Agreement, each Member Jurisdiction agrees (a) to offer to commit all of its Prisoners to the custody of the Authority and (b) to refuse to pay for the incarceration of any Prisoner committed to the custody of its Sheriff that is incarcerated in any facility other than the Jail unless (i) the Jail is full, (ii) the Authority refuses to accept such Prisoner, (iii) such Prisoner is committed to a correctional facility other than the Jail pursuant to an order of a court of competent jurisdiction or (iv) a court of competent jurisdiction orders the Member Jurisdiction to make

such payment.

Section 3.3. Transportation of Prisoners. Unless the Authority agrees otherwise, each Member Jurisdiction shall be responsible for the initial transportation of Prisoners from such Jurisdiction to the Jail for processing into the Jail population. Thereafter, the Authority shall be responsible for transporting Prisoners to and from the Jail and for all costs, expenses and security relating to such Prisoners during transportation.

Section 3.4. Operating and Maintenance. The Authority will operate and maintain the Jail in accordance with the rules and regulations of the Virginia Board of Corrections and all other Applicable Laws. The Authority shall be an equal opportunity employer.

Section 3.5. Insurance. The Authority will maintain hazard, liability or such other insurance as may be required by Applicable Law or which the Authority may deem advisable to protect the interest of the Authority and its Member Jurisdictions.

Section 3.6. Annual Report. The Authority will provide to each Member Jurisdiction on or before each January 1 a report showing the activities and the revenues, expenditures, and employee compensation schedules and other similar data of the Authority for the preceding Fiscal Year, including its audited financial statements.

Section 3.7. Annual Budget. The Authority will provide to each Member Jurisdiction on or before each January 1 the

Authority's Preliminary Annual Budget for the next Fiscal Year and on or before each March 1 its final Annual Budget for the next Fiscal Year. For each Fiscal Year in which the Jail will be in operation, such Annual Budget shall set the Per Diem Charge for each Prisoner committed to the Authority by Member Jurisdictions. The Authority agrees to set at least quarterly and to revise from time to time as necessary the Per Diem Charge so that it is sufficient to generate revenue adequate to pay Net Expenses and to fund any required reserves. The Authority will promptly provide copies of any amendments to its Annual Budget to each Member Jurisdiction.

Section 3.8. Books and Records; Fiscal Agent. The Authority will maintain proper books of record and account in which proper entries shall be made in accordance with generally accepted accounting principles for governmental bodies, consistently applied, of all of its business and affairs related to the Jail. The books and records of account of the Authority shall be audited annually by a firm of independent public accountants selected by the Authority. The Authority may contract with one of its Member Jurisdictions for the Member Jurisdiction to serve as fiscal agent for the Authority. All books of record and account and documents in the Authority's (or its fiscal agent's) possession relating to the Jail shall at all reasonable times be open to inspection by such agents or employees of the Member Jurisdictions as they may designate.

Section 3.9. Preliminary Responsibilities. Before the Jail

is Placed in Service, the Authority will be responsible for (i) the final design, construction and equipping of the Jail, (ii) the employment or procurement and equipping of the Jail, (iii) the adoption of rules, regulations, policies and guidelines for the operation and maintenance of the Jail, not inconsistent with the standards of the Virginia Board of Corrections, and (iv) the arrangements for financing the Jail.

ARTICLE IV
Payments

Section 4.1. Payments from Member Jurisdictions.

(a) Per Diem Charge. In its Annual Budget, the Authority shall establish the Per Diem Charge or charges, as the case may be, for the care, maintenance and subsistence of Prisoners from Member Jurisdictions during the next Fiscal Year equal to the Authority's projected Net Expenses divided by the product of (a) the number of inmate beds in the Jail times (b) the projected occupancy rate of Member Jurisdictions times (c) 365 or 366 calendar days, as appropriate. The Per Diem Charge shall be adjusted as necessary by the Authority so that it is sufficient to generate revenue adequate to pay Net Expenses and to fund any required reserves and to comply with the covenants set forth in the Indenture.

Each Member Jurisdiction shall pay to the Authority the applicable Per Diem Charge for each Prisoner committed to the Jail by that Member Jurisdiction. The Authority shall invoice the Per Diem Charges due from each Member Jurisdiction on a monthly basis. The Per Diem Charges shall be due and payable to

the Authority no later than the fifteenth day of the month following the month in which the charge was incurred and if not paid when due shall bear interest at the rate of 3/4% per month until paid; provided, however, that this provision shall not apply in instances where state law prescribes some other due date or late payment charge.

(b) Payment of Notes and Bonds. Subject to the conditions of the immediately following sentences, upon the request of the Authority or upon the request of any trustee for the Bonds, each Member Jurisdiction agrees to pay to the Authority with respect to the Notes or to any Bond trustee on behalf of the Authority with respect to the Bonds sufficient funds to permit the Authority to pay scheduled debt service on the Notes and the Bonds and to pay any debt service reserve funding requirements if the Authority lacks funds to do so. The payment required from each Member Jurisdiction shall be for a percentage of the total amount requested from all Member Jurisdictions in accordance with the allocations set forth below and shall be expressly conditioned upon funds being appropriated for such purpose by its governing body. Absent an appropriation for such purpose by its governing body, no Member Jurisdiction shall be under a legal obligation to make any payment requested under this Section 4.1(b).

<u>JURISDICTION</u>	<u>PERCENTAGE</u>
James City	42%
York	34%

Poquoson	10%
Williamsburg	14%

Section 4.2. Payments from Other Jurisdictions. Within the limits allowed by law, the Authority shall establish a per diem charge or charges for the care, maintenance and subsistence of Prisoners from non-member jurisdictions, including the state and federal government; provided, however, that in no event shall such charge or charges be less than the Per Diem Charge for Member Jurisdiction established by the Authority for the same period pursuant to Section 4.2 of this Agreement. Such non-member per diem Prisoner charges shall be due and payable to the Authority from non-member jurisdictions having Prisoners in the Jail no later than the fifteenth day of the month next following the month in which the charge was incurred and if not paid when due shall bear interest at the rate of 1% per month until paid; provided, however, that this provision shall not apply in instances where state law prescribes some other due date or late payment charge.

Section 4.3. Operating Reserve Fund. When the Jail is Placed in Service, the Authority agrees to provide for an Operating Reserve Fund in each of its Annual Budgets in an amount equal to 25% of the expenditures, excluding debt service requirements, contained in the Annual Budget for such year. The Operating Reserve Fund will be established as a separate account and will be used to cover periods of revenue shortfall when the Authority's revenues are not sufficient to cover its Net

Expenses.

Section 4.4. Commonwealth Reimbursement Grants. Any funds that the Authority receives from the Commonwealth of Virginia as reimbursement for the cost of constructing the Jail will be applied immediately to the payment of the Notes or Bonds.

Section 4.5. Limitation of Liability. The only obligation of the Member Jurisdictions to pay for the establishment, operation or maintenance of the Jail arises out of this Agreement. No such payment responsibility shall constitute a debt of any Member Jurisdiction within the meaning of any constitutional or statutory limitation.

ARTICLE V **Additional Agreements**

Section 5.1. Sale or Other Conveyance. Except as specifically permitted under the Indenture, the Authority will not sell, lease, sublease, assign, convey or otherwise voluntarily dispose of the Jail or any material interest in the Jail unless the Notes, Bonds and any other debt incurred by the Authority have been or will be paid or deemed defeased in accordance with the agreements pursuant to which they were issued.

Section 5.2. Further Documents and Data. The parties to this Agreement will execute and deliver all documents and perform all further acts that may be reasonably necessary to perform the obligations and consummate the transactions contemplated by this Agreement.

Section 5.3. Right to Access. Each Member Jurisdiction will have reasonable access to the Jail in order to monitor the Authority's compliance with the terms of this Agreement.

Section 5.4. Confidentiality. The Authority will maintain all records and files on the Prisoners on a confidential basis in accordance with all Applicable Laws. Each Member Jurisdiction will maintain the confidential nature of all records and files relating to the Prisoners of other Member Jurisdictions in accordance with all Applicable Laws.

Section 5.5. Notification. The Authority will promptly furnish to each Member Jurisdiction a copy of any notice or order of any governmental authority asserting that the Authority or the Jail is not in compliance in any material respect with any Applicable law.

Section 5.6. Tax-Exemption Covenant; Continuing Disclosure.

(a) The Authority intends to issue the Notes and Bonds in a manner such that their interest is excludable from gross income for Federal income tax purposes under Section 103(a) and related provisions of the Internal Revenue Code of 1986, as amended, and applicable rules and regulations. The Authority and each Member Jurisdiction agree that after the Notes and Bonds have been issued they will not take any action or omit to take any action which would adversely affect such exclusion.

(b) Pursuant to Section 15c2-12(b) of regulations issued by the Securities and Exchange Commission, the Authority will be required to agree with the underwriters of the Bonds to supply

annually to certain national municipal securities information repositories for as long as the Bonds are outstanding certain financial information and notification of certain specified material events affecting the Authority and the Member Jurisdictions. The particulars of this ongoing disclosure requirement will be set forth in the Indenture and the purchase agreement for the Bonds with the underwriters. Each Member Jurisdiction agrees to comply with the ongoing disclosure requirements described above, including providing the Authority with timely notice of the occurrence of any of the specified events which are material to its operations.

Section 5.7. Additional Members. Any city or county in Virginia may, with the approval of its governing body and with the consent of all the Member Jurisdictions, join and participate in the Authority under such additional terms and conditions for membership as may be prescribed by the Authority.

Section 5.8. Withdrawal of Membership. Once obligations have been entered into by the Authority and remain outstanding no Member Jurisdiction may withdraw from the Authority, without the unanimous approval of the remaining Member Jurisdictions.

Section 5.9. Preferential Hiring. Qualified employees of any of the correctional departments of the sheriff's of any Member Jurisdiction shall be given preferred consideration for employment at the Jail by the Authority, subject to the employment policies and procedures adopted by the Authority.

ARTICLE VI
Representations, Warranties and Covenants of Authority

In addition to the covenants in other Articles of this Agreement, the Authority represents, warrants and covenants as follows:

Section 6.1. Organization, Authorization and Validity. The Authority is a political subdivision of the Commonwealth duly organized and validly existing under the laws of the Commonwealth and has duly authorized, executed and delivered this Agreement enforceable against the Authority in accordance with its terms.

Section 6.1. Authority. The Authority has all requisite authority to execute and deliver and perform its obligations under this Agreement and is not a party to any indenture, contract or other agreement or arrangement, the performance of which by the Authority would prevent or materially and adversely affect the Authority's ability to perform the terms of this Agreement.

Section 6.3. Non-Contravention. The execution and delivery of this Agreement by the Authority and the consummation of the transactions contemplated in it will not conflict with or result in a breach of or constitute a default under or violate any of the terms, conditions or provisions of the resolutions creating the Authority, the bylaws of the Authority or any material indenture, contract or other agreement or arrangement to which the Authority is a party or by which any of its properties are bound, or any Applicable Law by which the Authority or the Jail is bound.

Section 6.4. Litigation. The Authority is not a party to

any legal, administrative, arbitration or other proceeding or controversy pending, or, to the best of the Authority's knowledge, threatened, which would materially adversely affect the Authority's ability to perform under this Agreement.

Section 6.5. Approvals. Except for approvals that may be required by the Virginia Board of Corrections and any approvals that may be required for reimbursements from the Commonwealth of Virginia, the Authority does not require the consent or approval of any governmental body to carry out the terms of this Agreement.

ARTICLES VII

Representations, Warranties and Covenants of Member Jurisdictions

Each Member Jurisdiction represents, warrants and covenants for itself as follows:

Section 7.1. Organization, Authorization and Validity. Each Member Jurisdiction is a political subdivision of the Commonwealth duly organized and validly existing under the laws of the Commonwealth, and each has duly authorized, executed and delivered this Agreement. The Agreement is a valid, legal and binding agreement enforceable against each Member Jurisdiction in accordance with its terms.

Section 7.2. Authority. Each Member Jurisdiction has all requisite authority to execute and deliver and perform its obligations under this Agreement and is not a party to any

incapable of performing any of its material obligations under this Agreement;

(iii) the Authority makes an assignment of all or a portion of its obligations under this Agreement without the prior consent of the Member Jurisdictions;

(iv) The Authority defaults on any of its material obligations under any agreement pursuant to which any Note, Bonds or other temporary or permanent financing for the Jail is issued or obtained by the Authority pursuant to this Agreement and such default is not cured within the applicable cure period;

(v) any proceeding is instituted, with the consent or acquiescence of the Authority, for the purpose of effecting a composition between the Authority and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of the Authority; or

(vi) the Authority defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to the Authority by any Member Jurisdiction.

Section 8.2. Default by Member Jurisdictions. The occurrence of any one or more of the following events will constitute an "Event of Default" by any Member Jurisdiction ("Member Jurisdiction Default"):

- (i) failure of any Member Jurisdiction to make payments of Per Diem Charges when due;
- (ii) any Member Jurisdiction shall for any reason be rendered incapable of fulfilling its obligations under this Agreement; or
- (iii) any proceeding is instituted, with the consent or acquiescence of any Member Jurisdiction, for the purpose of effecting a composition between such Member Jurisdiction and its creditors or for the purpose of adjusting the claims of such creditors pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are under any circumstances payable from the funds of such Member Jurisdiction; or
- (iv) any Member Jurisdiction defaults in the due and punctual performance of any of the other covenants, conditions, agreements and provisions contained in this Agreement, and the default continues for thirty days after written notice specifying the default and requiring it to be remedied has been given to such Member Jurisdiction by the Authority.

Section 8.3. Remedies of Member Jurisdictions. Upon the

occurrence of an Authority Default, any Member Jurisdiction, after giving notice of such Authority Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Authority to perform its duties under this Agreement or to enjoin any acts in violation of this Agreement.

Section 8.4. Remedies of Authority. Upon the occurrence of a Member Jurisdiction Default, the Authority, after giving notice of such Member Jurisdiction Default to all parties, may bring suit by mandamus or other appropriate proceeding to require the Member Jurisdiction to perform its duties under this Agreement or to enjoin any acts in violation of this Agreement.

Section 8.5. Remedies Not Exclusive. No remedy in this Agreement conferred upon or reserved to the parties is intended to be exclusive of any other remedy; and each remedy is cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law, in equity or by statute.

ARTICLE IX **Miscellaneous**

Section 9.1. Severability of Invalid Provisions. If any clause, provision or section of this Agreement is held to be illegal or invalid by any court, the invalidity of the clause, provision or section will not affect any of the remaining clauses, provisions or sections, and this Agreement will be construed and enforced as if the illegal or invalid clause, provision or section has not been contained in it.

Section 9.2. Notices. Any notice or other communication

under or in connection with this Agreement shall be in writing and shall be effective when delivered in person or sent in the United States mail, postage prepaid, to the following persons and addresses or to such other persons and addresses as any of such persons may from time to time specify in writing.

If to the Authority:

Chairman
Virginia Peninsula Regional Jail Authority
101 Mounts Bay Road
Williamsburg, Virginia 23185

If to James City:

County Administrator
Post Office Box 8784
Williamsburg, Virginia 23187

If to York:

County Administrator
Post Office Box 532
Yorktown, Virginia 23690

If to Poquoson:

City Manager
830 Poquoson Avenue
Poquoson, Virginia 23662

If to Williamsburg:

City Manager
401 Lafayette Street
Williamsburg, Virginia 23185

Section 9.3. Execution of Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original having identical legal effect.

Section 9.4. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Virginia.

Section 9.5. Amendments. This Agreement may be changed or amended only with the consent of the Authority and each Member Jurisdiction. After the issuance of Notes or Bonds, no such change or amendment shall be effective which would cause a violation of any provision of any resolution, indenture or agreement pursuant to which any Notes, Bonds or other temporary or permanent financing for the Jail is issued or obtained by the Authority.

Section 9.6. Effective Date of Agreement. This Agreement will be effective from the date of its execution and delivery by all of the Member Jurisdictions and the Authority.

Section 9.7. Waiver. Any waiver by any party of its rights under this Agreement must be in writing and will not be deemed a waiver with respect to any matter not specifically covered. Nothing in this Agreement authorizes the waiver of any Member Jurisdiction's obligation to make payments when due of all monies required to be paid by the Member Jurisdictions under the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date above written.

**VIRGINIA PENINSULA REGIONAL JAIL
AUTHORITY**

BY: 

CHAIRMAN

COUNTY OF JAMES CITY

BY: 

COUNTY ADMINISTRATOR

COUNTY OF YORK

COUNTY OF YORK

BY:


COUNTY ADMINISTRATOR

CITY OF POQUOSON

BY:


CITY MANAGER

CITY OF WILLIAMSBURG

BY:


CITY MANAGER