

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 27TH DAY OF MARCH 2007, AT 7:00 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

John J. McGlennon, Chairman, Jamestown District
James O. Icenhour, Jr., Vice Chairman, Powhatan District
Jay T. Harrison, Sr., Berkeley District
Bruce C. Goodson, Roberts District
M. Anderson Bradshaw, Stonehouse District

Sanford B. Wanner, County Administrator
Leo P. Rogers, County Attorney

B. MOMENT OF SILENCE

Mr. McGlennon requested the Board and citizens observe a moment of silence.

C. PLEDGE OF ALLEGIANCE

Daxion R. Smith, a seventh-grade student at James Blair Middle School, led the Board and citizens in the Pledge of Allegiance.

D. HIGHWAY MATTERS

Mr. Jim Brewer, Residency Administrator, Virginia Department of Transportation, informed the Board that the Virginia Department of Transportation (VDOT) is currently working on pothole patching and the bike trail, which is on schedule. Mr. Brewer also mentioned that the Route 608 project would begin this month and the Route 615 project later this year.

Mr. Icenhour thanked Mr. Brewer for the shoulder reinforcement on News Road at the crossing near Powhatan Creek and asked for an update on News Road.

Mr. Brewer said the problem is the old roadbed and VDOT will take the pipes out and abandon the unneeded roadbed.

Mr. Icenhour stated that the construction on News Road will help if it can be completed before the next rain event and that the potholes should be fixed during this time as well.

E. PUBLIC COMMENT

1. Ms. Donna Dittman Hale, 99 Castle Lane, spoke about the flooding issues near Powhatan Creek. Ms. Hale asked that a storm drainage assessment be conducted and that funds be allocated for solutions.

2. Mr. Glenn Gross, 3909 Guildford Lane, addressed the irrigation fee proposal that will come to the Board on April 10. Mr. Gross stated that he does not feel the proposal is fair and equitable and questions the capability of policing the ordinance with concerns that every contractor will not abide. Mr. Gross asked that the James City Service Authority (JCSA) redraft the proposal.

3. Mr. Ed Oyer, 139 Indian Circle, asked for real estate taxes to be lowered to reflect the sale price of homes. Mr. Oyer also addressed the Emergency Medical Services (EMS) fee because he sees the fee as a tax increase on a service already provided by tax dollars.

4. Ms. Mary Jones, 2301 London Company Way, spoke about the flooding issues in Jamestown 1607. Ms. Jones stated that the stormwater issues were not solved and that public health and safety should be a priority in the budget.

F. CONSENT CALENDAR

Mr. Harrison made a motion to adopt the items on the Consent Calendar as amended.

On a roll call vote, the vote was: AYE: Harrison, Bradshaw, Goodson, Icenhour, McGlennon. (5).
NAY: (0).

1. Minutes – March 13, 2007, Regular Meeting
2. Dedication of Streets in Greensprings West, Phases 1, 2, and 3

RESOLUTION

DEDICATION OF STREETS IN GREENSPRINGS WEST, PHASES 1, 2, AND 3

WHEREAS, the streets described on the attached Additions Form AM-4.3, fully incorporated herein by reference, are shown on plats recorded in the Clerk's Office of the Circuit Court of James City County; and

WHEREAS, the Resident Engineer for the Virginia Department of Transportation advised the Board that the streets meet the requirements established by the Subdivision Street Requirements of the Virginia Department of Transportation; and

WHEREAS, the County and the Virginia Department of Transportation entered into an agreement on July 1, 1994, for comprehensive stormwater detention which applies to this request for addition.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby requests the Virginia Department of Transportation to add the streets described on the attached Additions Form AM-4.3 to the secondary system of State highways, pursuant to § 33.1-229 of the Code of Virginia, and the Department's Subdivision Street Requirements.

BE IT FURTHER RESOLVED, the Board guarantees a clear and unrestricted right-of-way, as described, and any necessary easements for cuts, fills, and drainage.

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

3. Petty Cash - James City County Satellite Services and DMV Select

RESOLUTION

PETTY CASH - JAMES CITY COUNTY SATELLITE SERVICES AND DMV SELECT

WHEREAS, the Board of Supervisors of James City County has been requested to authorize a petty cash fund of \$100 for the James City County DMV Select Account and increase the petty cash fund of Satellite Services from \$200 to \$400.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby authorize the Treasurer to create petty cash of \$100 for the James City County DMV Select and to increase petty cash at Satellite Services to the amount of \$400.

G. BOARD CONSIDERATION

1. Joint Resolution to Amend the Restated Contract for the Joint Operation of Schools, City of Williamsburg and County of James City

Mr. Wanner explained that the County and the City of Williamsburg renegotiated the five-year School contract that will end June 30, 2007, and that the new Joint Operation of Schools contract will begin July 1, 2007, and end June 30, 2012. Mr. Wanner stated that the changes include a move away from the stairstep multiplier to a straighter 1.15 multiplier for the first three years and 1.14 multiplier for the final two years, surplus funds, a two-phased design and construction implementation, peer review, and redistricting with an assessment of the need for more buses and facilities. Mr. Wanner also stated that the other provisions would remain the same with five elected School Board members from the County and two City Council appointed School Board members. Staff recommended approval of this resolution.

Mr. Bradshaw thanked the City of Williamsburg, specifically Jeanne Zeidler and Clyde Haulman, and stated that this was an opportunity for the County and City to strengthen their partnership through stewardship.

Mr. Goodson thanked Mr. McGlennon and Mr. Bradshaw for their efforts with the contract.

Mr. Harrison stated his appreciation for Mr. McGlennon's and Mr. Bradshaw's leadership to enhance the partnership and the value of the schools.

Mr. McGlennon expressed appreciation for the staff of the County and the City for the information they provided towards the drafting of the contract and to Mr. Bradshaw for exploring issues to build the school system with values.

Mr. Icenhour highlighted Mr. Bradshaw's point that the County and the City need to recognize themselves as a partnership, not adversaries and to remember that the contract states that funds should be spent wisely for a valued education.

Mr. Icenhour made a motion to adopt the resolution.

On a roll call vote, the vote was: AYE: Harrison, Bradshaw, Goodson, Icenhour, McGlennon. (5). NAY: (0).

RESOLUTION #~~6-96~~

**JOINT RESOLUTION TO AMEND THE RESTATED
CONTRACT FOR THE JOINT OPERATION OF SCHOOLS,
CITY OF WILLIAMSBURG AND COUNTY OF JAMES CITY**

DATE OF DOCUMENT: ~~October 12, 2001~~ *April*, 2007

PREAMBLE

By Agreement dated October 9, 1980, the County School Board of James City County, Virginia, and the County of James City, parties of the first part and the School Board of the City of Williamsburg, Virginia and the City of Williamsburg, Virginia, parties of the second part entered into a restated contract for the operation of a joint school system, hereinafter referred to as the "Restated Contract."

By Resolution dated October 9, 1980, the City of Williamsburg (hereinafter referred to as "City") and the County of James City (hereinafter referred to as "County") and their respective school boards amended the funding formula as set forth in the Restated Contract.

By Resolution dated February 27, 1989, the City of Williamsburg and County of James City and their respective school boards, further amended the Restated Contract to provide that James City County would

fully pay all costs of constructing three schools as described therein and that the County would have all ownership equity in such schools.

By Resolution dated December 12, 1991, by the City, December 16, 1991, by the County, and December 17, 1991, by the School Boards, (hereinafter referred to as "1991 Resolution") the parties further amended the Restated Contract by repealing in its entirety the October 9, 1980, Restated Contract and substituting therefore new provisions for all aspects of the contract.

By Resolution dated April 11, 1996, by the City and April 30, 1996, by the County (hereinafter referred to as the "1996 Resolution"), the parties amended the Restated Contract.

By Resolution dated October 9, 2001, by the County, and October 11, 2001, by the City (hereinafter referred to as the "2001 Resolution,") the parties amended the restated contract.

By Resolution dated November 14, 2006, by the County and November 9, 2006, by the City (hereinafter referred to as the "2006 Amendment"), the parties amended the restated contract.

By Resolution dated April ____, 2007, by the County, and April ____, 2007, by the City (hereinafter referred to as the "2007 Amendment,") the parties amended the restated contract.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED that ~~by Resolution dated October 12, 2001, effective commencing July 1, 2002, the parties hereto do hereby amend the funding formula of the 1991 Resolution-Restated Contract is amended to read~~ as follows:

1. Operational Costs. Beginning Fiscal Year 20027/20038, City=s contribution toward annual operational costs of the joint school system shall be ~~the greater of~~:

a. A portion of the total operational costs jointly approved by County and City for ~~such~~ *each* fiscal year which portion shall be equivalent to the percentage of City students enrolled in the joint system determined as hereinafter set forth times an add-on factor that varies by year as follows:

<u>Year</u>	<u>Factor</u>
FY 20038	1.3815
FY 20049	1.3315
FY 200510	1.2815
FY 200611	1.2314
FY 200712	1.1814

b. For the purposes of calculating the percentage of City students under subparagraph a above, the average school division daily membership shall be computed as of September 30 of the preceding fiscal year which date is here defined as the “determination date.” The percentage thus obtained shall be used in applying the formula to the next fiscal year; provided, certain City/County student populations will be excluded from the funding formula set forth in 1a above as follows:

- Nonresidents (children living in other localities)
- ~~Foreign students in exchange programs~~
- Residents of halfway houses, group homes, detention centers, mental hospitals, or other institutions with no home address in either the City or County.

- Children for whom the school division cannot assign a home address in City or County.

Both City and County shall be entitled to review all pertinent school enrollment records to verify such calculations. Should either City or County, after reviewing such records wish to contest the accuracy of the calculation for any year, it must elect to do so by December 31 immediately following the September 30 calculation cutoff date. The contesting party shall give written notice to the other on or before December 31 specifying the basis of its disagreement. Upon receipt of such notice, the parties shall meet together as soon as is reasonable practicable and shall in good faith attempt to resolve the dispute. Should such efforts fail, each party shall appoint a certified public accountant as its arbitration representative. Such representatives shall choose an attorney at law duly licensed to practice in Virginia as a third arbitrator. The decision of the arbitrators shall bind both parties. Each party shall compensate its own accountant and the fees of the attorney shall be equally shared by the parties.

“Operational Costs” are all costs of operating the joint school system other than Capital Project Costs and shall include, but not be limited to: Administration, operation of school plants, routine maintenance of school plants, instructional costs, F.I.C.A. taxes and other employer funded employment benefits, repair and replacement of furnishing and equipment.

c. The School board shall be permitted to retain and determine the use of any year-end surplus *operating* funds up to an amount equal to ~~one percent (1%) of the total school operating budget.~~ *\$500,000*. Any *operating* funds that exceed that amount shall be dedicated to, and identified in, the Capital Budget for the following year *for projects appearing in the adopted five-year capital improvement programs of both the City and the County.*

d. The City and County shall pass through any and all of their shares of the State Sales Tax for schools to the schools. The School Board shall determine how such funds shall be used.

e. The City and County shall have a responsibility to their respective citizens to assure that funding provided to the school system is spent wisely and efficiently in achieving quality of education for the students.

The funding formula calculated for operational costs in Section 1, above, shall be used to determine the funding by City and County for all Capital Project Costs approved by their respective governing bodies, except that the City's share of funding for the fourth middle school, ninth elementary school, and any school additions primarily of classroom space shall be three and one quarter percent (3 1/4%) of the Capital Project costs. The foregoing notwithstanding, if any new school other than the fourth middle school and the ninth elementary school are to be contracted for during the five-year term of this agreement, none of which are currently contemplated by the parties, the City and County shall negotiate their respective participation at that time.

“Capital Project Costs” shall include: (a) All costs of land acquisition; all costs of land lease having a term of at least ten (10) years, including but not limited to rents and lease negotiation fees and costs; (b) all construction costs of new buildings including all architectural, engineering, consultation and other design and development costs related thereto; (c) all costs of equipping new buildings, building additions and renovations and other structures or facilities; (d) all construction costs for major renovations of and/or additions to existing buildings, structures and facilities, including all architectural, engineering, consultation and other design and development costs related thereto (“major” being defined for purposes of subsections (d), (e), and (f) as an expenditure in excess of \$50,000); (e) all major studies such as engineering, feasibility, etc., related to

existing or proposed school facilities, sites, properties, equipment, etc., (f) all costs for acquisition of major equipment and mechanical systems whether new or replacement; (g) expansion of existing school bus fleet.

City and County agree, for any School capital project with an estimated cost of \$1 million or more, to appropriate funds to the project in two phases:

Phase 1 shall include site acquisition and sufficient engineering and design services to produce reliable cost estimates. Constructability, peer review and value engineering reports shall be reviewed and critically evaluated. The expected capital improvement impact of any required school attendance zone redistricting shall also be evaluated during Phase 1. This includes identification of additional buses or design changes to existing school facilities to meet new zone requirements.

Phase 2 shall come at the conclusion of Phase 1 and shall result in an appropriation of sums sufficient for construction.

Any capital project balance not to exceed \$500,000 may be retained by the School Board if these funds are invested in a capital project included in the adopted five-year capital improvement programs of both City and County. Project balances exceeding \$500,000 shall be returned to the City and County in the same proportion as they were contributed.

FURTHER RESOLVED that paragraphs 3 through 6 of the Restated Contract are hereby amended and restated as follows:

3. Termination. Either the Williamsburg City Council or the James City County Board of Supervisors may elect to terminate this contract at any time by giving written notice to the other. Unless City

and County shall agree otherwise, termination shall become effective at the close of the school year next following the school year during which notice was given.

In the event of termination, the City shall have one hundred percent (100%) equity in all school facilities located within the City's corporate limits and the County shall have one hundred percent (100%) equity in all school facilities located in the County; provided, however, that the non-situs locality shall have an equity interest in any real property located in the other locality which was used for school purposes, equal to all capital contributions made by the non-situs locality for the erection or improvement of buildings on such real property subsequent to July 1, 1997; *provided, however, that* ~~“Incorporated by special amendment, the City’s capital contributions made under the provisions of this contract attributed to the construction of Matoaka Elementary School and the unnamed fourth middle and ninth elementary schools shall be considered as an increase in the City’s equity position in Warhill High School or any other currently operating school buildings chosen by the City. The City relinquishes all equity interest in Matoaka Elementary School and the unnamed fourth middle and ninth elementary schools effective November 1, 2006.”~~

In event that any building previously used for educational purposes under this contract ceases to be used as such, and is declared surplus by a resolution of the School Board, then full ownership of such building, the land upon which it is located, together with all other related facilities, shall vest in the locality in which the building is located; provided, however, that the non-situs locality shall have an equity interest in such building and land, equal to all capital contributions made by the non-situs locality for the erection or improvement of such building subsequent to July 1, 1997.

“Facilities” shall include all real and personal property located at a school site. School-owned real property not identified with a specific school site and owned as of June 30, 2002, shall be distributed 26% to City and 74% to County. Real property acquired after June 30, 2002, shall be distributed based on the

proportional funding at the time the acquisition/construction is made. Personal property not identified with a specific school site shall be distributed between City and County on a formula that represents the average operating budget funding percentage as calculated using the five most recent annual budgets. Such non school site property includes, but is not limited to, central administration and operations real and personal property, school buses, vehicles and equipment not used primarily at a particular school.

In applying the above percentages to non school site property, the current values of such properties shall be determined as follows:

Real Property - Fair market value based on comparable sales and highest and best use.

School Buses - As shown in most recent issue of valuation booklet for school buses, "Yellow Book" published by Yellow School Buses, P.O. Box 261, Los Angeles, CA 90078 or if out of publication, as determined by other mutually agreeable method.

Other Personal - Acquisition cost depreciated over five (5) years with ten percent (10%) salvage value.

4. School Board Membership. Effective July 1, 1993, City's School Board shall consist of two (2) members and County's School Board shall consist of five (5) members. The two School Boards shall serve as one Board for all decisions regarding operation of the joint school system including the hiring and firing of the superintendent.

5. Review of Contract. The Restated Contract as here amended shall be reviewed by City and County prior to *the* fiscal year beginning July 1, ~~1997~~ 2012, and every fifth (5th) year thereafter. Each review shall commence not later than January of the previous fiscal year. The parties intend that any subsequent

amendments to the Restated Contract shall result from the regularly scheduled reviews, and each party represents to the other its intent to withhold requests for further amendments until the time of such scheduled reviews unless urgent necessity dictates otherwise.

6. Effective Date of Amendments. All future amendments to the Restated Contract as here amended shall become effective on the July 1 following the ~~calendar~~ *fiscal* year in which the parties reach written agreement as to such amendment.

IN WITNESS WHEREOF, Pursuant to resolution duly adopted, the City of Williamsburg, Virginia, on this ____ day of _____, ~~2004~~ *2007*; the County of James City on the ____ day of _____, ~~2004~~ *2007*.

H. PUBLIC COMMENT

1. Mr. Ed Oyer, 139 Indian Circle, told the Board that he has a report on EMS fees for 1996-2004 that lists what the public wants if they would like a copy.

2. Ms. Mary Delaney Smallwith, Jamestown 1607, discussed the flooding issues near Powhatan Creek and stated that money is not always the only way to resolve problems. Ms. Smallwith mentioned that JCSA had recently helped solve one of three problems with discussion leading to non-monetary solutions rather than funding.

I. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Wanner stated that when the Board completed its business, it should proceed to a JCSA meeting and then adjourn until 7 p.m. on April 10, 2007, for a regular meeting.

Mr. Wanner also stated that he will announce the proposed budget for Fiscal Year 2008 on Friday, March 30, 2007, with the ordinances coming up at the April 10 regular meeting and the budget work sessions to follow. He also stated that a budget was adopted by the Board last May for planning purposes but there are new initiatives to be considered.

J. BOARD REQUESTS AND DIRECTIVES

Mr. Icenhour stated that there is a recurring problem in Season's Trace of students parking on private property. This has caused cars to be towed, vandalism, and alleged verbal abuse has occurred in retaliation. Mr. Icenhour asked for police enforcement in cooperation with staff, the school, and the Homeowners Associations.

Mr. Emmett Harmon, Police Chief, stated that the police records since September 2006 show four vandalisms that could be linked to parking disputes. He mentioned the issues on solving the problem as the distinction between the private and public land uses, the students who do have permission to park there, and visitors, making it difficult to see who should and should not be parking there. Mr. Harmon also mentioned that in March there is record of three verbal disputes between students and residents but that it has not risen to a level where a police charge was issued. The police are currently working with Neighborhood Connections and the school to solve the problem.

Mr. Icenhour stated that he would appreciate further cooperation on this issue as it is not occurring in isolation and named Ms. Mia Pollard, Assistant Principal of Lafayette High School, as a point of contact from the schools for County staff.

Mr. Harrison recommended that the nearby Christian Life Center be considered as a possible overflow parking lot for the school to keep the students out of private neighborhoods.

Mr. McGlennon stated the new high school may alleviate the demand for parking as well.

Mr. Bradshaw then thanked Housing Partnerships & Jamestown 2007 for a successful Paint the Town with 700 volunteers and 55 houses. Mr. Bradshaw also asked for an update from staff on the removal of billboards from the County.

Mr. Adam Kinsman, Assistant County Attorney, highlighted the removal of billboards as a step towards beautification for 2007 and beyond. Mr. Kinsman mentioned four sets of billboards that have come down: one by a failure of the owner to follow State regulations on billboards knocked down by storms where the County appealed to stop reconstruction and won, two through an agreement with the owner, and one through a purchase of the billboards with property. He also stated that there are two additional billboards currently titled to the County and several additional ones the County is working on.

Mr. Bradshaw thanked the County Administrator for giving billboard removal in the County a high priority and encouraged citizens to contact the County Attorney's Office if they would like to help.

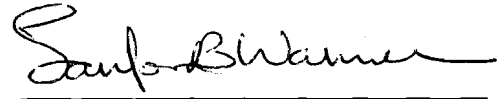
Mr. McGlennon stated that he and Mr. Goodson attended the groundbreaking for a new Habitat for Humanity home. Mr. McGlennon also stated that he and Mr. Icenhour, along with the Police and Fire chiefs, attended a meeting on Jamestown 2007 to discuss the logistics of a safe Commemoration. He encouraged citizens to get tickets to the events. He also stated that tomorrow at 1:30 p.m. a groundbreaking for the Thomas Nelson Community College campus in the County was planned and this campus will add great assets to our community.

K. ADJOURNMENT

Mr. McGlennon made a motion to adjourn.

On a roll call vote, the vote was: AYE: Harrison, Bradshaw, Goodson, Icenhour, McGlennon. (5).
NAY: (0).

At 7:50 p.m., Mr. McGlennon adjourned the Board until 7 p.m. on Tuesday, April 10, 2007.

A handwritten signature in cursive script, reading "Sanford B. Wanner". The signature is written in black ink and is positioned above a horizontal line.

Sanford B. Wanner
Clerk to the Board

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