

**BOARD OF SUPERVISORS  
COUNTY OF NEW KENT  
VIRGINIA**

**O-10-99**

At the regular meeting of the Board of Supervisors of the County of New Kent in the boardroom of the County Office Building in New Kent, Virginia, on the 13th day of March, 2000 :

---

Present:	Vote:
Julian T. Lipscomb	Aye
Rebecca M. Ringley	Aye
Dean E. Raynes	Aye
W. R. "Ray" Davis Jr.	Aye
James H. Burrell	Aye

---

Motion was made by Ms. Ringley, which carried 5:0, to adopt the following ordinance:

**AN ORDINANCE TO AMEND SECTION 9-396 (b) and (d) OF CHAPTER 9, SUBDIVISION REQUIREMENTS, AS FOLLOWS:**

Sec. 9-396. Performance guarantees.

(b) In lieu of construction, a performance agreement or performance agreements shall be executed between the County and all parties to the subdivision. The agreement or agreements shall be on forms supplied by the agent and shall provide that all improvements required and all improvements shown on the final plat of subdivision shall be completed within twenty-four (24) months from the date of approval. This provision includes the construction of roads and their acceptance into the State Highway System. All performance agreements shall require approval as to form by the County Attorney.

Any performance agreements shall contain release provisions governing the complete and partial release of any escrow or letter of credit or other performance guarantee. The release provisions shall provide for the complete or partial release of the performance guarantee within thirty (30) days after receipt of written notice by the subdivider of completion of part or all of any facility required to be constructed, unless the governing body notifies the subdivider in writing of any specified defects or deficiencies in construction and suggests corrective measures prior to the expiration of the said thirty (30) day period; however, the county shall not be required to release any performance guarantee was taken until such facilities have been completed and accepted by the County or appropriate state agency.

The performance agreement shall be accompanied by suety *to the County of New Kent* in an amount sufficient to provide for the improvements identified in the performance agreement. *Surety shall consist of either (i) a certified check or cash escrow in the amount of the estimated cost of construction of the improvement or (ii) a personal, corporate or cash escrow in the amount of the estimated cost of construction of the improvement, or (iii) a personal, corporate or property bond with surety satisfactory to the County Attorney in an amount sufficient for and*

*conditioned upon the construction of such improvement or a contract for construction of such improvement and a contractor's bond with like surety in like amount and so conditioned; (iv) a bank or savings institution's letter of credit on certain designated funds satisfactory to the County Attorney as to the bank or savings institution, the amount, which shall be sufficient for the construction of the improvement, and the form. ~~Surety shall consist of either (1) a certified check or cash escrow in the amount of the estimated costs of construction or (2) a bank or savings and loan association's letter of credit on certain designated funds in the amount of the estimated cost of construction, said letter of credit to be approved by the County Attorney.~~*

*(d) In the event the County has accepted the dedication of any street for public use the County may require the subdivider or developer to furnish the County with a maintenance and indemnifying bond, with surety satisfactory to the County Attorney, in an amount sufficient for and conditioned upon the maintenance of such road until such time as it is accepted into the secondary system of state highway. In lieu of such bond, the County may accept a bank or savings institution's letter of credit on certain designated funds satisfactory to the County Attorney to the bank or savings institution, the amount and the form, or accept payment of the negotiated sum of money sufficient for and conditioned upon the maintenance of such road until such time as it is accepted into the secondary system of state highways and assumes the subdivider's or developer's liability for maintenance of such road. ~~and such street due to factors other than its quality of construction, is not acceptable into the State Highway System, the subdivider shall furnish to the governing body a maintenance and indemnifying agreement with surety in the form of a bank or savings and loan association's letter of credit or a certified check or cash escrow in an amount sufficient for and conditioned upon the maintenance of such street until such time as it is accepted into the State Highway System.~~*

*All other provisions of Section 9-396 of Chapter 9, Subdivision Requirement, shall remain in effect.*

---

R. J. Emerson, Jr., AICP  
County Administrator

---

James H. Burrell  
Chairman