

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 2ND DAY OF AUGUST, NINETEEN HUNDRED NINETY-THREE, AT 7:00 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

Judith N. Knudson, Chairman, Jamestown District
Stewart U. Taylor, Vice Chairman, Stonehouse District

Perry M. DePue, Powhatan District
Jack D. Edwards, Berkeley District
David L. Sisk, Roberts District
David B. Norman, County Administrator
Frank M. Morton, III, County Attorney

B. MINUTES - July 19, 1993

Ms. Knudson asked if there were corrections or additions to the minutes.

Ms. Knudson made a motion to approve the minutes as presented.

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

Crop Disaster Area

Mr. Taylor read and made a motion to approve the resolution declaring a state of emergency existed for the agricultural industry in James City County.

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

R E S O L U T I O N

CROP DISASTER AREA

WHEREAS, agriculture is a vital element of the economic base of James City County; and

WHEREAS, weather conditions have created a drought seriously affecting the yields of crops and the available resources of the County are insufficient to cope with the effects of the drought; and

WHEREAS, the cost of production of these crops is greater than the value of the commodity in the marketplace.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that a state of emergency is declared to exist in the County and hereby

requests The Honorable L. Douglas Wilder, Governor of the Commonwealth of Virginia, to declare James City County a disaster area for the agricultural industry and to make available all possible assistance to farmers.

Site Selection for James City County Library

Mr. O. Marvin Sowers, Jr., Director of Planning, stated that the Site Selection Committee, with concurrence of the Library Board and Planning Commission, has identified a general area, on or near Richmond Road between Croaker and Lightfoot Roads, within which a site would be selected for a County library building. He further stated that area was selected because of expected growth in 10-15 years, good access and geographic balance between the service areas of current and future libraries.

Mr. Sowers explained that a secondary planning area was recommended, but not endorsed by the Library Board, that included the Olde Towne Road/Richmond Road area. He noted that area was located further away from target growth areas and not as easily accessed.

The Board discussed using caution to focus on a larger area to insure the best site, price and use of County funds and asked where exits were planned on Route 199.

C. CONSENT CALENDAR

Ms. Knudson asked if a Board member wished to remove any item from the Consent Calendar.

Mr. Taylor asked that Item No. 5 be removed.

Mr. DePue asked that Item No. 2 be removed.

Ms. Knudson made a motion to approve Item Nos. 1, 3, and 4 on the Consent Calendar.

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

1. Colonial Capital Kiwanis Club

R E S O L U T I O N

COLONIAL CAPITAL KIWANIS CLUB

WHEREAS, the Colonial Capital Kiwanis Club has (47) dedicated members who contribute monies and volunteer countless hours of work to its community service projects; and

WHEREAS, the Colonial Capital Kiwanis Club has been recognized as top winner for all Kiwanis clubs in the Ruby category in its support of 5 community service projects by the 1991-92 Kiwanis International competition for Multiple Community Service Projects.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, expresses thanks to the Colonial Capital Kiwanis Club and its members for its valuable service to the Greater Williamsburg community and commends the club for this international recognition.

3. Prenatal Care Agreement

R E S O L U T I O N

AUTHORIZATION TO NEGOTIATE AND EXECUTE APPROPRIATE AGREEMENT

WITH THE WILLIAMSBURG AREA MEDICAL ASSISTANCE CORPORATION

AND PARTICIPATING PHYSICIANS TO PROVIDE PRENATAL CARE AT THE

JAMES CITY COUNTY HUMAN SERVICES BUILDING

WHEREAS, James City County wishes to address the need for obstetrical care for indigent and low-income citizens of the County; and

WHEREAS, the Williamsburg Area Medical Assistance Corporation ("WAMAC") has the facilities, equipment, and support staff available to assist in providing prenatal care at the James City County Human Services Building; and

WHEREAS, local physicians are willing to provide obstetrical services to indigent and low-income patients; and

WHEREAS, the County is willing to provide funding to promote a successful public-private venture to provide obstetrical services at the James City County Human Services Building; and

WHEREAS, providing proper prenatal medical service to low-income and indigent citizens requires cooperation between the public and private sectors.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes and directs the County Administrator to negotiate and execute the necessary legal documents between participating physicians, WAMAC, and James City County for the provision of prenatal care services at the James City County Human Services Building, including the payment by James City County to a participating physician of a global fee of \$500.00 per each James City County resident eligible for services under the agreement, but not Medicaid eligible.

- 4. Trash and Grass Liens: Perpetual Savings Bank of Alexandria, Virginia Anne Murray Drummond's Field, Ltd.

R E S O L U T I O N

CODE VIOLATION LIEN

WHEREAS, the Director of Code Compliance has certified to the Board of Supervisors of James City County, Virginia, that the property owner as described below has failed to pay a bill in the amount listed, for cutting of grass and weeds or removal of trash and debris, although the County has duly requested payment; and

WHEREAS, the unpaid and delinquent charges are chargeable to the owner and collectible by the County as taxes and levies and constitute a lien against the Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that in accordance with Section 7-4 and 7-5 of the Code of the County of James City, Virginia, the Board of Supervisors directs that the following delinquent charges for services rendered, plus interest at the legal rate from the date of recordation until paid, shall constitute a lien against the Property to wit:

Cleaning of Trash/Debris and/or Cutting of Grass, Weeds, etc.:

ACCOUNT:	Perpetual Savings Bank of Alexandria, Virginia P.O. Box 1433 Alexandria, VA 22313
DESCRIPTION:	7661 Turlington Road
TAX MAP NO.:	(22-1)(04-0-0005-) James City County, Virginia
AMOUNT DUE:	\$75.00

R E S O L U T I O N

CODE VIOLATION LIEN

WHEREAS, the Director of Code Compliance has certified to the Board of Supervisors of James City County, Virginia, that the property owner as described below has failed to pay a bill in the amount listed, for cutting of grass and weeds or removal of trash and debris, although the County has duly requested payment; and

WHEREAS, the unpaid and delinquent charges are chargeable to the owner and collectible by the County as taxes and levies and constitute a lien against the Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that in accordance with Section 7-4 and 7-5 of the Code of the County of

James City, Virginia, the Board of Supervisors directs that the following delinquent charges for services rendered, plus interest at the legal rate from the date of recordation until paid, shall constitute a lien against the Property to wit:

Cleaning of Trash/Debris and/or Cutting of Grass, Weeds, etc.:

ACCOUNT: Anne Murray
P.O. Box 788
Richmond, VA 23206

DESCRIPTION: 2502 Manion Drive

TAX MAP NO.: (46-3)(02-0-0015-)
James City County, Virginia

AMOUNT DUE: \$75.00

R E S O L U T I O N

CODE VIOLATION LIEN

WHEREAS, the Director of Code Compliance has certified to the Board of Supervisors of James City County, Virginia, that the property owners as described below have failed to pay a bill in the amount listed, for cutting of grass and weeds or removal of trash and debris, although the County has duly requested payment; and

WHEREAS, the unpaid and delinquent charges are chargeable to the owner and collectible by the County as taxes and levies and constitute a lien against the Property.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that in accordance with Section 7-4 and 7-5 of the Code of the County of James City, Virginia, the Board of Supervisors directs that the following delinquent charges for services rendered, plus interest at the legal rate from the date of recordation until paid, shall constitute a lien against the Property to wit:

Cleaning of Trash/Debris and/or Cutting of Grass, Weeds, etc.:

ACCOUNT: Drummond's Field, Ltd.
P.O. Box 1-P
Richmond, VA 23201-0363

DESCRIPTION: 3336 Derby Lane

TAX MAP NO.: (46-3)(04-0-0002-)
James City County, Virginia

AMOUNT DUE: \$75.00

ACCOUNT: Drummond's Field, Ltd.
P.O. Box 1-P

Richmond, VA 23201-0363

DESCRIPTION: 3521 Mott Lane
 TAX MAP NO.: (46-3)(04-0-0001-)
 James City County, Virginia
 AMOUNT DUE: \$75.00
 ACCOUNT: Drummond's Field, Ltd.
 P.O. Box 1-P
 Richmond, VA 23201-0363

DESCRIPTION: 3515 Mott Lane
 TAX MAP NO.: (46-3)(04-0-0021-)
 James City County, Virginia
 AMOUNT DUE: \$75.00
 ACCOUNT: Drummond's Field, Ltd.
 P.O. Box 1-P
 Richmond, VA 23201-0363

DESCRIPTION: 3513 Mott Lane
 TAX MAP NO.: (46-3)(04-0-0022-)
 James City County, Virginia
 AMOUNT DUE: \$75.00

5. Animal Shelter Association of Williamsburg, Inc. Contract

Mr. Taylor asked the reason for the monthly installment payment listed in the addendum.

Mr. Frank M. Morton, III, County Attorney, stated that the addendum provided the Animal Shelter with a truck, in addition to the monthly payments agreed to in the previously endorsed contract.

Ms. Knudson made a motion to approve the resolution.

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

RESOLUTION**ANIMAL SHELTER ASSOCIATION OF WILLIAMSBURG, INC.**

WHEREAS, James City County has possession of a surplus truck (Vehicle Identification No. 1GCBS14R5J2151049) that is particularly suited for the collection of stray animals; and

WHEREAS, James City County has entered into a contract for animal confinement and care with the Animal Shelter Association of Williamsburg, Inc., that requires the County to provide the Animal Shelter Association of Williamsburg, Inc., with a truck.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes and directs the County Administrator to execute the addendum to the contract, entered into on June 16, 1993, between the County and the Animal Shelter Association of Williamsburg, Inc., establishing that the County will compensate the Animal Shelter for its services by paying monthly installments of \$1,619.41 and providing the Animal Shelter a truck (Vehicle Identification No. 1GCBS14R5J2151049).

2. **Request for Elimination of C&P Toll Calls on Peninsula**

Mr. DePue expressed concern about raising telephone charges without public input.

Mr. Morton stated that if the County were included in the request, an amount would be charged depending on the jurisdiction's proximity to Southside Hampton Roads.

Mr. DePue suggested deferral of the item and requested that a public information session be advertised on the government cable channel for the next Board of Supervisors' meeting on August 16, 1993.

Mr. Edwards specified the importance of being included in the request with other Peninsula jurisdictions as a benefit to economic development.

With Board agreement, Ms. Knudson deferred the item until the August 16, 1993 Board of Supervisors' meeting.

D. PUBLIC HEARINGS

1. **Case Nos. SUP-2-93 and SUP-3-93. Williamsburg Crossing Master Plan Amendment - Outdoor Center of Amusement**

Mr. R. Patrick Friel, Senior Planner, stated that Mr. Calvin Davis had applied on behalf of University Square Associates to amend a previously approved special use permit (SUP-32-92) and to obtain an additional special use permit to allow the development of an outdoor center of amusement at Williamsburg Crossing Shopping Center, situated on 46.7 acres, zoned B-1, General Business, located immediately southwest of the intersection of Route 5 and Route 199, further identified as Parcel (1-1) on James City County Real Estate Tax Map No. (48-1).

Mr. Friel stated that the applicant had requested deferral of the cases until the September 7, 1993, Board of Supervisors' meeting because of a scheduling conflict with his legal representative. Staff recommended deferral.

In agreement, the Board directed staff to advise the applicant that no additional deferral requests would be accepted.

Ms. Knudson opened the public hearing, and as no one wished to speak, she continued the public hearing until September 7, 1993.

2. Case No. Z-4-93. News Road Rezoning - Fannie New

Mr. Friel stated that Mr. Vernon Geddy, III, had applied to rezone approximately 89 acres from R-8, Rural Residential, to R-2, General Residential, located along News Road approximately 1,000 feet north of its intersection with Firestone Drive, further identified as Parcel (1-2) on James City County Real Estate Tax Map No. (37-2).

Mr. Friel further stated the proffers addressed density, roadway improvements and funding, access, provisions for greenbelt and buffers, archaeological studies, trails, homeowners association, and maintenance of open space.

In concurrence with staff, the Planning Commission unanimously recommended approval for the reasons that with proffers, the project was consistent with the Comprehensive Plan designation for the property and with surrounding development and zoning.

The Board discussed responsibility of maintenance of easement, the width of buffers, how developer's fair share contribution for road improvement was determined, 5 lots by right in R-8 zoning, and no traffic impact study available.

Ms. Knudson opened the public hearing.

1. Mr. Vernon Geddy, representative for applicant, stated he and Mr. Myrl Hairfield were available for questions.

The Board questioned whether the development would be affordable housing and whether dedication of easement would be from current right-of-way.

Mr. Geddy responded that the development would be entry level housing; and, Mr. Friel responded in the affirmative, that there are no current plans to widen News Road.

Ms. Knudson closed the public hearing.

Mr. Taylor made a motion to approve the resolution.

Board comments followed regarding approval without knowledge of type of development; development appropriate for area of County; and, impact of development on County services.

Mr. DePue requested deferral for more information regarding additional traffic on News Road.

Mr. John T. P. Horne, Manager, Development Management, stated staff was available to discuss developers' contribution for upgrading and realignment of News Road.

Ms. Knudson deferred Case No. Z-4-93 until the August 16, 1993, Board of Supervisors' meeting.

3. Case No. SUP-25-93. Cranston's Mill Pond Road Water Main Extension

Mr. Friel stated that Mr. Robert H. Smith, had applied on behalf of James City Service Authority for a special use permit to allow construction of a 12-inch water transmission main along Cranston's Mill Pond Road between Jolly Pond Road and Chickahominy Road, length approximately 7,800 feet, zoned A-1.

In concurrence with staff, the Planning Commission, by a vote of 7-1, recommended approval of the water main extension with conditions listed in the resolution.

Ms. Knudson opened the public hearing, and as no one wished to speak, she closed the public hearing.

Mr. Sisk made a motion to approve the resolution.

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

R E S O L U T I O N

CASE NO. SUP-25-93. CRANSTON'S MILL POND ROAD WATER MAIN EXTENSION

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

WHEREAS, the Planning Commission of James City County, following its public hearing on July, 13, 1993, voted 7-1 and recommended approval of Case No. SUP-25-93 to allow the construction of a water main along Cranston's Mill Pond Road, between Jolly Pond Road and Chickahominy Road. The total length of the waterline is approximately 7,800 feet.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve the issuance of Special Use Permit No. SUP-25-93 as described herein with the following conditions:

1. Construction, operation, and maintenance of the water transmission main shall comply with all local, State, and Federal requirements.
2. The project shall comply with all State erosion and sediment control regulations as specified in the 1992 Virginia Erosion and Sediment Control Handbook.
3. All required permits and easements shall be acquired prior to the commencement of construction.

4. This special use permit shall remain in effect for a period of 24 months from the date of issuance. If within this time, site plan approval and/or building plan approvals are issued, the special use permit shall remain in effect for the term of those approvals and/or permits. Issuance of a Certificate of Occupancy would preserve the rights of the special use permit.
5. For pipeline construction adjacent to existing development, adequate dust and siltation control measures shall be taken to prevent adverse effects on the adjacent property. It is intended that the present and future results of the proposed water transmission main do not create effects adverse to the public health, safety, comfort, convenience, or value of the surrounding property and uses thereon.
6. No connections shall be made to the water main which would serve any property located outside the Primary Service Area except for connections to the Williamsburg/James City County Schools Operations and Maintenance Center and existing structures located outside the PSA, on property adjacent to the proposed main.
7. The design and construction of this main shall be coordinated by the JCSA with the Cranston's Mill Pond Road portion of the Ware Creek Reservoir Mitigation Plan.

4. Ordinance Amendment, Chapter 8, Health and Sanitation, Article II, Section 8-14, Landfill, County Refuse Containers

Mr. David W. Clark, Solid Waste Engineer, stated that the proposed ordinance amendment would implement a fee system for Convenience Center users with coupons as the method of site access. He explained that, effective October 1, 1993, a charge of \$2.00 would be for each 60 gallons of household refuse, the minimum charge for up to 60 gallons, and in \$2.00 increments for quantities greater than 60 gallons.

Staff recommended approval of the ordinance amendment.

Ms. Knudson opened the public hearing, and as no one wished to speak, she closed the public hearing.

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

A brief discussion regarding where the coupons could be purchased ensued.

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

5. Ordinance Amendment, Chapter 5, Sections 5-2 and 5-5 through 5-8, Bingo and Raffles

Mr. Morton introduced Mr. Wesley G. Russell, Jr., Law Clerk, who presented the proposed ordinance amendment.

Mr. Russell stated that the proposed ordinance amendment would incorporate the definition of a duck race as a form of raffle; specify where raffles may be conducted; increased the

percentage of bingo revenue an organization may obtain through playing instant bingo; clarified when the Commissioner of the Revenue was required to audit financial reports of organizations engaged in bingo activities; and, decreased the minimum amount of gross bingo receipts necessary to force an organization to submit to the Commission the opinion of a certified independent public accountant.

Staff recommended approval of the ordinance amendment.

Ms. Knudson opened the public hearing, and as no one wished to speak, she closed the public hearing.

Ms. Knudson made a motion to approve the ordinance amendment.

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

E. BOARD CONSIDERATION

1. Route 5 Transportation Improvement District Agreement

Mr. Horne stated that the Route 5 Transportation Improvement District Agreement between the Commonwealth Transportation Board (CTB), Route 5 Transportation Improvement District, and James City County Board of Supervisors Agreement identified obligation and responsibilities of the parties for constructing and financing the improvements to the Route 5 Alternative. He further stated that the Agreement was consistent with the Route 5 Funding Plan approved by the Board of Supervisors and the November 19, 1992, Resolution of the CTB.

Staff recommended approval of the Agreement.

Mr. DePue made a motion to approve the resolution.

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

R E S O L U T I O N

**TRI-PARTY AGREEMENT BETWEEN THE COMMONWEALTH
TRANSPORTATION BOARD, THE ROUTE 5 TRANSPORTATION
IMPROVEMENT DISTRICT AND JAMES CITY COUNTY**

WHEREAS, the Board of Supervisors of James City County has approved the creation of the Route 5 Transportation Improvement District in order to provide funding to pay for a roadway in the County on a new alignment beginning at a point approximately one-quarter mile east of the entrance to the Governor's Land project on existing Route 5, a distance of approximately five miles to the vicinity of News Road, where it will connect with planned improvements to State Route 199; and

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WHEREAS, a Tri-party Agreement between the Virginia Commonwealth Transportation Board, the Route 5 Transportation Improvement District and James City County, Virginia, is necessary to provide for the advancement of funds to pay for the initial construction of the roadway described herein.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes and directs its Chairman, Judith N. Knudson, to execute the Agreement by and between the Virginia Commonwealth Transportation Board, the Route 5 Transportation Improvement District and James City County, Virginia.

F. PUBLIC COMMENT

1. Mr. Grant Olson, 105 Holman Road, complimented staff and the Industrial Development Authority for efforts to bring industry to County and lower the tax burden on residents to support services required by additional residential development. Mr. Olson mentioned the Christopher Wren Association, an organization for individuals of retirement age, at The College of William and Mary, 221-1079, for anyone who might be interested.

G. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. David B. Norman, County Administrator, stated that he would be presenting testimony on Thursday, August 5, 1993, in Washington, D. C., to the Committee on National Parks, Forests and Public Land in support of Congressman Herbert H. Bateman's bill, H.R. 2478. He also recommended that the Board go into executive session pursuant to Section 2.1-344(a)(3) of the Code of Virginia to consider the acquisition of publicly held property.

H. BOARD REQUESTS AND DIRECTIVES

Mr. DePue expressed appreciation to Mr. R. Patrick Friel for professionalism, patience and thoroughness during his five years of employment with the County.

The Board extended well wishes to Mr. Friel in his future endeavors.

Ms. Knudson asked staff to invite Mr. Paul Spacek, General Manager of Continental Cablevision, to a future meeting to give a 15-minute presentation on the upcoming change in rate structure.

Ms. Knudson made a motion to go into executive session as recommended by the County Administrator, at 8:32 p.m.

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

Ms. Knudson reconvened the Board into open session at 8:40 p.m.

Ms. Knudson made a motion to approve the executive session resolution.

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

R E S O L U T I O N

MEETING DATE: August 2, 1993

CERTIFICATION OF EXECUTIVE MEETING

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

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

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

Ms. Knudson made a motion to adjourn.

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

The Board adjourned at 8:40 p.m.



David B. Norman
Clerk to the Board

TwoAug.min

MEMORANDUM OF AGREEMENT

THIS AGREEMENT made this 1st day of July, 1993, by and between the Williamsburg Area Medical Assistance Corporation ("WAMAC"), a Virginia nonprofit corporation, the County of James City, Virginia ("the County"), a political subdivision of the Commonwealth of Virginia, and JOHN H. BAKER M.D. a licensed medical doctor in Virginia ("Physician").

WHEREAS, WAMAC, the County and Physician wish to address the need for obstetrical services for indigent and low-income citizens;

WHEREAS, WAMAC has the facilities and support staff to assist in providing of prenatal medical services at the Olde Towne Medical Center located within the James City County Human Services Building, 5249 Olde Towne Road, James City County, Virginia;

WHEREAS, the County is willing to provide funding as specified in this Agreement to promote a successful public-private venture to provide obstetrical care at the Olde Towne Medical Center;

WHEREAS, the Physician is willing to provide obstetrical services to indigent or low-income patients; and

WHEREAS, providing proper obstetrical services to low-income and indigent citizens requires cooperation between the public and private sectors.

NOW, THEREFORE, in consideration of the premises, mutual covenants and other good and valuable consideration, the parties agree as follows:

1. Eligible Patients

For the purpose of this Agreement, the term patient or patients shall mean a person, eligible for Medicaid and/or a resident of James City County, seeking maternity care who meets the criteria established by the State Board of Health pursuant to Virginia Code Section 32.1-11, as amended.

2. Primary Services

Physician shall accept into his or her practice patients referred by the WAMAC for obstetrical services under this Agreement. Physician and Physician's staff shall be responsible for providing all obstetrical care to such patients. Primary obstetrical care shall include all elements of antepartum, intrapartum and postpartum care as identified and promulgated by the American College of Obstetricians and Gynecologist ("ACOG"). In addition to the physical and laboratory monitoring of pregnancy, Physician should provide information and positive reinforcement to the patients in matter relating to health and childbirth.

3. Support Services

A. WAMAC agrees to provide the following support services to Physician and Physician's staff:

1. Clerical, logistical and administrative services including arranging and assuring that appointments are kept, obtaining personal information from patients, maintaining the patient files and serving as a liaison between the patients and Physician;
2. Nursing and support staff to insure proper operation of the maternity clinic; and
3. Adequate personnel, mechanism or procedures to deal with patients' questions, problems, concerns, etc., during the regular operating hours of the Olde Towne Medical Center as well as the hours of the maternity clinic.

B. The County agrees to provide an employee who will determine the Medicaid eligibility of patients.

4. Place of Performance

WAMAC shall provide sufficient space, equipment, and ancillary products necessary to provide obstetrical services to patients at the Olde Towne Medical Center. Physician may, in his or her discretion, provide services at an alternate location in order to better address the needs of any patient.

5. Compensation to Physician

- A. Physician agrees to accept the compensation provided by medicaid, other insurance plans or the patient as full payment for services. Physician agrees to hold WAMAC and the County harmless for any outstanding sum owed to the Physician due to services provided under this Agreement.
- B. The County agrees to pay Physician a \$500.00 global fee for obstetrical care for each patient who:
1. is a resident of James City County;
 2. is not eligible for Medicaid or does not have other medical insurance; and
 3. has an income equivalent to level A, B, C, or D, as defined by the State Board of Health pursuant to Virginia Code Section 32.1-11, as amended.

Physician shall submit any such bill and appropriate documentation to the James City County Director of Human Services for his approval. The County shall pay the Physician within 30 days of such approval.

C. WAMAC shall bill non-medicaid eligible patients. WAMAC shall pay to the County up to \$500 per patient for all funds collected under this paragraph if the County is required to pay the Physician under paragraph B.

6. Compensation to WAMAC

In consideration for the use of WAMAC facilities and other services provided by WAMAC under this Agreement, Physician agrees to pay WAMAC \$150.00 for each patient seen by the Physician under this Agreement if the Physician performs the delivery for such person. The Physician shall make such payments to WAMAC quarterly, once every three months, and shall provide such accounting as requested by WAMAC.

7. Protocol

The policies and procedures being followed by Physician and Physician's staff in the provision of obstetrical services to patients under this Agreement shall be consistent with those standards, guidelines, etc.,

promulgated in Standards for Obstetric-Gynecologic Services (ACOG, 7th Edition, 1989), Guidelines for Perinatal Care (ACOG/AAP, 2nd Edition, 1988), the various pertinent ACOG Technical Bulletins, relevant ACOG "Committee Opinions," and by the Nurses' Association of the American College of Obstetricians and Gynecologist (NAACOG). The care will be equivalent to that provided in Physician's private practice.

8. Effective Date

This Agreement shall be effective July 1, 1993, and shall continue in full force thereafter unless otherwise terminated or amended pursuant to this Agreement.

9. Scheduling

Physician agrees to cooperate with other participating physicians to set a fixed schedule to handle low-income or indigent patients seeking obstetrical services. Physician shall coordinate scheduling with the Chief of Obstetrics and Gynecology at Williamsburg Community Hospital ("Chief"). The Chief and the Executive Director of WAMAC shall set in writing the schedule for participating physicians. Any permanent change to the schedule shall be agreed to in writing by the Chief and the Executive Director of WAMAC. Any emergency or temporary schedule

change shall be communicated to the Chief and the Executive Director or the nursing supervisor of WAMAC.

10. Continuity of Care

Physician agrees to accept patients referred under this Agreement and to provide a continuity of care for such patients through their postpartum course. Physician may refer a patient to a member of his or her staff or other physician participating with WAMAC to provide obstetrical services.

11. Termination and Amendments

This Agreement may be terminated by any party by providing 90 days written notice to the other parties. Any amendment to this Agreement shall be in writing signed by all the parties.

12. Notification

Any notices required under this Agreement shall be in writing and personally delivered or sent by United States certified or registered mail, return-receipt-requested, postage prepaid, addressed to the party to whom it is intended at the address hereinafter set forth:

WAMAC: Williamsburg Area Medical Assistance Corporation
 Olde Towne Medical Center
 Attn: Executive Director
 5248 Olde Towne Road
 James City County, Virginia 23188

County: Anthony Conyers, Jr.
 5248 Olde Towne Road
 James City County, Virginia 23188

Physician: JOHN N. BAKER, M.D.
1115 PROFESSIONAL DR.
WILLIAMSBURG, VA. 23185

13. Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

14. Purpose and Intent

The parties to this Agreement wish to promote public and private cooperation in the area of obstetrical care. WAMAC shall refer patients, make facilities available and provide support services to assist Physician in providing private obstetrical services. This Agreement does not in any way make Physician an agent or employee of either WAMAC, the Commonwealth of Virginia, or any of its political subdivisions.

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

Williamsburg Area Medical Assistance Corporation

By: Thomas A. Tylman, MD

Title: Chairman

County of James City, Virginia

By: [Signature]

Title: County Administrator

Physician

J. H. Baker, M.D.

7/12/93

wamac.agr

WAMAC: Williamsburg Area Medical Assistance Corporation
 Olde Towne Medical Center
 Attn: Executive Director
 5248 Olde Towne Road
 James City County, Virginia 23188

County: Anthony Conyers, Jr.
 5248 Olde Towne Road
 James City County, Virginia 23188

Physician: Daniel G. Jenkins, MD
1115 PROFESSIONAL DR.
WILLIAMSBURG, VA. 23185

13. Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

14. Purpose and Intent

The parties to this Agreement wish to promote public and private cooperation in the area of obstetrical care. WAMAC shall refer patients, make facilities available and provide support services to assist Physician in providing private obstetrical services. This Agreement does not in any way make Physician an agent or employee of either WAMAC, the Commonwealth of Virginia, or any of its political subdivisions.

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

Williamsburg Area Medical Assistance Corporation

By: Thomas A. Tylman, DO

Title: Chairman

County of James City, Virginia

By: [Signature]

Title: County Administrator

Physician

[Signature]

wamac.agr

WAMAC: Williamsburg Area Medical Assistance Corporation
 Olde Towne Medical Center
 Attn: Executive Director
 5248 Olde Towne Road
 James City County, Virginia 23188

County: Anthony Conyers, Jr.
 5248 Olde Towne Road
 James City County, Virginia 23188

Physician: David Pearce

13. Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

14. Purpose and Intent

The parties to this Agreement wish to promote public and private cooperation in the area of obstetrical care. WAMAC shall refer patients, make facilities available and provide support services to assist Physician in providing private obstetrical services. This Agreement does not in any way make Physician an agent or employee of either WAMAC, the Commonwealth of Virginia, or any of its political subdivisions.

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

Williamsburg Area Medical Assistance Corporation

By: Thomas A. Tyler, MD

Title: Chairman

County of James City, Virginia

By: [Signature]

Title: County Administrator

Physician

[Signature]

wamac.agr

WAMAC: Williamsburg Area Medical Assistance Corporation
 Olde Towne Medical Center
 Attn: Executive Director
 5248 Olde Towne Road
 James City County, Virginia 23188

County: Anthony Conyers, Jr.
 5248 Olde Towne Road
 James City County, Virginia 23188

Physician: Roger W. Jones, M.D.
~~49 Walnut~~
1115 Professional Drive
Williamsburg, Va. 23185

13. Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

14. Purpose and Intent

The parties to this Agreement wish to promote public and private cooperation in the area of obstetrical care. WAMAC shall refer patients, make facilities available and provide support services to assist Physician in providing private obstetrical services. This Agreement does not in any way make Physician an agent or employee of either WAMAC, the Commonwealth of Virginia, or any of its political subdivisions.

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

Williamsburg Area Medical Assistance Corporation

By: Thomas A Tyler

Title: Chairman

County of James City, Virginia

By: David P. [Signature]

Title: County Administrator

Physician

Royce Jones, MD 7/15/93

wamac.agr

WAMAC: Williamsburg Area Medical Assistance Corporation
Olde Towne Medical Center
Attn: Executive Director
5248 Olde Towne Road
James City County, Virginia 23188

County: Anthony Conyers, Jr.
5248 Olde Towne Road
James City County, Virginia 23188

Physician: Gloria Campbell, MD
1215 A Mt Vernon Ave
Wmshg, VA 23185

13. Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

14. Purpose and Intent

The parties to this Agreement wish to promote public and private cooperation in the area of obstetrical care. WAMAC shall refer patients, make facilities available and provide support services to assist Physician in providing private obstetrical services. This Agreement does not in any way make Physician an agent or employee of either WAMAC, the Commonwealth of Virginia, or any of its political subdivisions.

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

Williamsburg Area Medical Assistance Corporation

By: Thomas A. Tylor

Title: Chairman

County of James City, Virginia

By: Donald [Signature]

Title: County Administrator

Physician

[Signature]

wamac.agr

WAMAC: Williamsburg Area Medical Assistance Corporation
 Olde Towne Medical Center
 Attn: Executive Director
 5248 Olde Towne Road
 James City County, Virginia 23188

County: Anthony Conyers, Jr.
 5248 Olde Towne Road
 James City County, Virginia 23188

Physician: Camilla Buchanan, MD
1215A Mt. Vernon Ave
Williamsburg, VA 23185

13. Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

14. Purpose and Intent

The parties to this Agreement wish to promote public and private cooperation in the area of obstetrical care. WAMAC shall refer patients, make facilities available and provide support services to assist Physician in providing private obstetrical services. This Agreement does not in any way make Physician an agent or employee of either WAMAC, the Commonwealth of Virginia, or any of its political subdivisions.

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

Williamsburg Area Medical Assistance Corporation

By: Thomas A. Tyler, D.O.

Title: Chairman

County of James City, Virginia

By: [Signature]

Title: County Administrator

Physician

x [Signature]

wamac.agr

WAMAC: Williamsburg Area Medical Assistance Corporation
Olde Towne Medical Center
Attn: Executive Director
5248 Olde Towne Road
James City County, Virginia 23188

County: Anthony Conyers, Jr.
5248 Olde Towne Road
James City County, Virginia 23188

Physician: Susan Lontkowski, MD
1215 A Mt. Vernon Ave
Wmbsg, VA 23185

13. Jurisdiction

This Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Virginia.

14. Purpose and Intent

The parties to this Agreement wish to promote public and private cooperation in the area of obstetrical care. WAMAC shall refer patients, make facilities available and provide support services to assist Physician in providing private obstetrical services. This Agreement does not in any way make Physician an agent or employee of either WAMAC, the Commonwealth of Virginia, or any of its political subdivisions.

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

Williamsburg Area Medical Assistance Corporation

By: Thomas A. Tjhen, DC

Title: Chairman

County of James City, Virginia

By: David [Signature]

Title: County Administrator

Physician

X Suzanne [Signature] (1)

wamac.agr

ADDENDUM

THIS AGREEMENT made this 2nd day of August, 1993, by and between the COUNTY OF JAMES CITY, Virginia, a political subdivision of the Commonwealth of Virginia, ("County"), and the ANIMAL SHELTER ASSOCIATION OF WILLIAMSBURG, INC. ("Animal Shelter").

WHEREAS, on the 16th day of June, 1993, the parties entered into a written contract ("Contract"), a copy of which is attached and incorporated by reference.

And whereas the parties have agreed to modify certain terms of the Contract;

Now, it is agreed, that Paragraph three (3) of the Contract is to be stricken. In lieu of said paragraph, the following paragraph shall be inserted: "3. The County, for services rendered pursuant to this AGREEMENT, shall pay to the Animal Shelter monthly installments of \$1,619.41 for a total annual sum \$19,433.00 and shall provide the Animal Shelter a 1988 Chevrolet S-10 pick-up truck, Vehicle Identification No. 1GCBS14R5J2151049."

All other provisions of the Contract are to remain in full force and effect.

THE ANIMAL SHELTER ASSOCIATION
OF WILLIAMSBURG, INC.

By: Robert Hampel
ROBERT HAMPEL, PRESIDENT

ATTEST:

COUNTY OF JAMES CITY, VIRGINIA

Mesi Lou Smith

By: David B. Norman
DAVID B. NORMAN
COUNTY ADMINISTRATOR

Approved as to form:

Frank M. Morton, III
Frank M. Morton, III
County Attorney

AUG 2 1993

ORDINANCE NO. 116A-26BOARD OF SUPERVISORS
JAMES CITY COUNTY
VIRGINIA

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 8, HEALTH AND SANITATION, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, BY AMENDING ARTICLE II, LANDFILL ORDINANCE, SECTION 8-14, COUNTY REFUSE CONTAINERS.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 8, Health and Sanitation, is hereby amended and reordained by amending Section 8-14, County refuse containers.

Chapter 8. Health and Sanitation

Article II. Landfill Ordinance

Section 8-14. County refuse containers.

Refuse containers shall be provided by the County at various locations to supplement existing private collection services as needed. The usage of said containers shall be governed by the following provisions and any other regulations as the board of supervisors or the manager may establish:

(a) Permitted and Prohibited Use:

- (1) Permitted uses. County refuse containers or dumpsters are to be used for the deposit and storage of household trash, ~~and~~ garbage *and recyclable materials* only.

Ordinance to Amend and Reordain
Chapter 8. Health and Sanitation
Page 2

- (2) Prohibited materials. It shall be unlawful to deposit any of the following materials into county refuse containers or dumpsters:
- ~~(a) Bulky waste.~~
 - ~~(b) Building and demolition debris.~~
 - (e a) Hazardous waste.
 - (d b) Commercial and industrial refuse.
 - (e c) Dead animals.
 - (f d) Waste brought in from outside James City County, *unless permitted by a specific intergovernmental agreement.*
- (3) Abuse of containers and container sites. It shall be unlawful to tamper with, overturn or otherwise damage refuse containers. Additionally it shall be unlawful to litter container sites, create any health problems thereon or to place any refuse outside of, on top of or adjacent to any refuse container. If a container is filled, the trash must be placed in another refuse container which is not filled or taken to the county landfill site.
- (4) Scavengers and loiterers prohibited. It shall be unlawful for any person to engage in salvage work or to loiter on any container site owned, leased or used by the county.

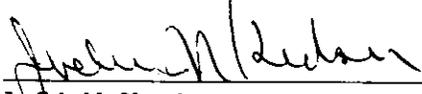
- (5) Refuse collectors. No person engaged in the business of collecting, transporting or disposing of garbage or trash, nor any employee, agent, or servant thereof, shall dispose such refuse in any county containers. ~~Private refuse collectors shall transport collected refuse to the county landfill site or to another approved location.~~
 - (6) Recycling required. All persons using a refuse container site to dispose of their household refuse shall separate aluminum cans, glass containers, ~~and~~ newsprint, *and corrugated cardboard.*
- (b) *Convenience Center User Fees:*
- (1) *Fees will be charged for the disposal of household refuse and garbage at the County Convenience Centers. A fee of \$2.00 shall be imposed for up to 60 gallons of bagged household refuse, or the equivalent thereof. Each additional 60 gallons or portion thereof, shall be charged an additional \$2.00 fee.*
 - (2) *The County Administrator or designee shall determine the charges for bulky items, such as appliances, furniture, and mattresses and box springs. A schedule of these charges shall be posted at each Center and a copy provided to each site user.*

Ordinance to Amend and Reordain
Chapter 8. Health and Sanitation
Page 4

(3) *The County Administrator or designee shall implement a system to collect fees from Convenience Center users.*

(b c) Administration and Enforcement. The manager shall have the authority to implement and enforce the provisions herein contained and to promulgate any procedures, rules and regulations as may be deemed necessary.

This ordinance shall be effective on and after October 1, 1993.


Judith N. Knudson
Chairman, Board of Supervisors

ATTEST:


David B. Norman
Clerk to the Board

SUPERVISOR	VOTE
TAYLOR	AYE
EDWARDS	AYE
DEPUE	AYE
SISK	AYE
KNUDSON	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 2nd day of August, 1993.

sect8-14.ord

AUG 2 1993

ORDINANCE NO. 133A-6BOARD OF SUPERVISORS
JAMES CITY COUNTY
VIRGINIA

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 5, BINGO AND RAFFLES, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, BY AMENDING SECTION 5-1, DEFINITIONS; SECTION 5-5, CONDUCT OF BINGO GAMES; SECTION 5-6, "INSTANT BINGO;" SECTION 5-7, REPORTS OF GROSS RECEIPTS AND DISBURSEMENTS REQUIRED; AND SECTION 5-8, AUDIT FEE.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 5, Bingo and Raffles, is hereby amended and reordained by amending Section 5-1, Definitions; Section 5-5, Conduct of bingo games and raffles; Section 5-6, "Instant Bingo;" Section 5-7, Reports of gross receipts and disbursements required; and Section 5-8, Audit Fee.

Chapter 5. Bingo and Raffles

Section 5-1. Definitions.

The following words shall have the following meanings:

- (3) Raffle means a lottery in which the prize is won by a random drawing of the name or prearranged number of one or more persons purchasing chances *including the purchasing of chances on a nonprofit duck race*. However, nothing in this chapter shall prohibit an organization from using the State Lottery Department's Pick-3 number as the basis for determining the winner of a lottery. For purposes of this definition, "raffle" shall include determining the winner of

Ordinance to Amend and Reordain
Chapter 5. Bingo and Raffles
Page 2

a lottery by use of prepackaged pull-tab devices which are devices made completely of paper or paper products with concealed numbers or symbols that must be exposed by the player to determine wins or losses and may include the use of a seal which conceals a number or symbol that has been designated in advance as a prize winner including but not limited to pull-tab devices commonly known as tip boards or seal cards.

(6) *"Duck race" means a game of chance played by releasing numbered inanimate toys (ducks) into a body of moving water. A person who has been assigned the same number as the first duck to cross a predetermined point in the water (the finish line) is the winner. Other prizes may be awarded on the basis of the order in which the ducks cross the finish line.*

~~(6)~~(7) Commissioner means the James City County Commission of the Revenue.

~~(7)~~(8) Gross Receipts means the gross amount received from all bingo and raffle operations before the deduction of any expenses including but not limited to operating costs, donations and prizes. Gross receipts shall also include interest income from all bingo games and raffles, however, such amount shall be accounted for separately.

State law references - Virginia Code Section, 18.2-340.1, et. seq.

Ordinance to Amend and Reordain
Chapter 5. Bingo and Raffles
Page 3

Section 5-5. Conduct of bingo games *and raffles*.

(a) No organization may hold bingo games more frequently than two calendar days in any one calendar week, except that a special permit may be granted an organization which entitles an organization to conduct more frequent operations during carnivals, fairs, and other similar events at its principal meeting place or any other site selected by such organization which is located in the County and which is not in violation of Chapter 20. The sponsoring organization shall accept only cash, or at its option checks, in payment of any charges or assessments for players to participate in bingo games.

(b) *An organization which has obtained a permit under this Chapter to conduct a raffle may sell raffle tickets both in and out of the jurisdiction issuing the permit and may conduct its drawing either in the jurisdiction in which a majority of the tickets were sold or in the jurisdiction issuing the permit, except that pull-tab devices as defined in Section 5-1(3) used as part of a raffle may be sold only upon the premises owned or exclusively leased by such organization and at such times as it is not opened to the public, except to members and their guests.*

Section 5-6. Instant bingo.

(b) The gross receipts in the course of a reporting year from the playing of instant bingo shall not exceed ~~thirty-three and one-third~~ *fifty* per centum of the gross receipts of an organization's bingo operation.

Ordinance to Amend and Reordain
Chapter 5. Bingo and Raffles
Page 4

Section 5-7. Reports of gross receipts and disbursements required.

(a) Complete records of all receipts and disbursements shall be kept and shall be filed annually under oath with the office of the Commissioner. *All such reports shall be audited by the Commissioner or his designee; however, any report filed by an organization with gross receipts of less than \$2,000 for the designated reporting period shall be exempt from the audit requirement.* All annual or quarterly financial reports and other items required to be filed under this section shall be a matter of public record. All accountings shall be made on or before the first day of November of each calendar year for which a permit has been issued. The accounting shall include a record for the gross receipts and disbursements of an organization for the year period which commenced on the first day of October of the previous year and a record of all money in the possession of the organization that was derived from bingo or instant bingo, regardless of when the money was received. Provided, however, any organization whose gross receipts exceed fifty thousand dollars during any calendar quarter shall be required to file an additional accounting of its receipts and disbursements during such quarter no later than sixty days following the last day of such quarter.

(d) Any organization having annual gross receipts from bingo games or raffles in excess of ~~\$500,000~~ \$250,000, as shown on its annual financial report, shall attach to such report an opinion executed by a licensed certified independent public accountant that:

- (1) The annual financial report presents fairly, in all material respects, beginning cash, gross receipts, operating costs, use of proceeds and ending cash;

Ordinance to Amend and Reordain
Chapter 5. Bingo and Raffles
Page 5

- (2) The proceeds of any bingo games or raffles have been used for those lawful, religious, charitable, community or educational purposes for which the organization is specifically chartered or organized; and
- (3) The gross receipts have been used in all material respects in accordance with the provisions of this chapter. The failure to file the opinion of a licensed certified independent public accountant, when required, shall cause the automatic revocation of the permit and no organization shall conduct any bingo game or raffle thereafter until the opinion is properly filed with the report and a new permit is obtained.

Section 5-8. Audit fee.

(a) The permittee under this chapter shall pay an audit fee at the time it files its annual report of:

- ~~(1)~~(a) the actual cost incurred by the County if the audit is performed by an independent auditor or accountant; or
- ~~(2)~~(b) one percent of the gross receipts reported by the organization if the audit is performed by the Commissioner or his designee. The audit fee for the Commissioner, however, shall not exceed \$500.00.

Ordinance to Amend and Reordain
Chapter 5. Bingo and Raffles
Page 6

(b) ~~If the gross receipts of an organization are less than \$2,000.00 for the designated reporting period the audit fee shall be waived.~~



Judith N. Knudson
Chairman, Board of Supervisors

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

ATTEST:



David B. Norman
Clerk to the Board

Adopted by the Board of Supervisors of James City County, Virginia, this 2nd day of August 1993.