

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 22ND DAY OF JUNE, 1999, AT 7:04 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

Jack D. Edwards, Chairman, Berkeley District
David L. Sisk, Vice Chairman, Roberts District (Absent)

John J. McGlennon, Jamestown District
Ronald A. Nervitt, Powhatan District
M. Anderson Bradshaw, Stonehouse District
Sanford B. Wanner, County Administrator
Frank M. Morton, III, County Attorney

B. PUBLIC COMMENT

1. Mr. Ed Oyer, 139 Indian Circle, spoke in support of an increase in Board of Supervisors' salaries.
2. Ms. Carolyn Baker, 6290 Mooretown Road, stated the Mooretown Road community was pleased with the selection of road names for Mooretown Road by the York County Board of Supervisors and asked the Board to support that decision.

C. PRESENTATIONS

1. Jim Robertson Environmental Award, Clean County Commission

Members of the James City Ruritan Club, members of James City Clean County Commission, Blake Robertson, and Mr. Edwards presented a resolution and gift certificates to Ms. Melody Mathews, a Williamsburg-James City County school student, who had contributed to the County's beautification and environment, as winner of the Jim Robertson Environmental Award.

2. Jamestown High School Girls Soccer Team

Mr. Edwards read the resolution and the audience applauded the efforts and successful season of the Jamestown High School Girls Soccer Team.

D. HIGHWAY MATTERS

Mr. Quintin Elliott, Williamsburg Area Resident Engineer, Virginia Department of Transportation (VDOT), stated a few large projects in the Six-Year Plan had been delayed by a year or more.

Mr. Bradshaw asked that VDOT look at changing the slope of the ditch or extending the culvert on Old Stage Road (Route 30) east of the interchange with Interstate 64 to prevent trailer trucks from falling in the ditch.

Mr. McGlennon asked that VDOT cut the brush in the median on Brookwood Drive between Route 199 and Lake Powell Road (Route 617/618).

Mr. McGlennon asked that the 45 miles per hour speed limit sign on Jamestown Road (Route 31) at the Colony Square Shopping Center be corrected by posting a 35 miles per hour speed limit sign.

Mr. Edwards asked who to call at VDOT with report of trash along a roadway.

E. CONSENT CALENDAR

Mr. Edwards asked if a Board member wished to remove any item from the Consent Calendar.

Mr. Edwards asked that Item No. 2 be removed and made a motion to approve Items Nos. 1, 3, 4, and 5 on the Consent Calendar.

On a roll call, the vote was: AYE: Nervitt, McGlennon, Bradshaw, Edwards (4). NAY: (0).

1. Minutes of June 8, 1999, Regular Meeting
3. Installation of Watch for Children Signs, Hamlet Subdivision

RESOLUTION

HAMLET SUBDIVISION "WATCH FOR CHILDREN" SIGNS

WHEREAS, Section 33.1-210.2 of the Code of Virginia provides for the installation and maintenance of signs by the Virginia Department of Transportation, alerting motorists that children may be at play nearby, upon request by a local governing body; and

WHEREAS, Section 33.1-210.2 further requires that the funding for such signs be from the secondary road system maintenance allocation for the County; and

WHEREAS, a resident of the Hamlet subdivision has requested that "Watch for Children" signs be installed at the intersection of King Henry Way and Olde Towne Road, and at the intersection of Canterbury Place and Olde Towne Road, as illustrated on the attached drawing titled The Hamlet Subdivision "Watch for Children" signs.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby request that the Virginia Department of Transportation install and maintain "Watch for Children" signs as requested with funds from the County's secondary road system maintenance allocation.

4. FY 1999 Budget Transfer - Juvenile Detention Costs

RESOLUTION

FY 1999 BUDGET TRANSFER - JUVENILE DETENTION COSTS

WHEREAS, the Board of Supervisors of James City County has budgeted for payments for both juvenile and adult incarceration in anticipation of meeting the costs of those activities; and

WHEREAS, the costs of juvenile detention service were under estimated, while adult spending was overestimated.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby amend the budget for FY 1999 and approves the following transfer of funds:

Expenditures:

Peninsula Regional Jail	<u>\$ (60,000)</u>
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Juvenile Detention	<u>\$ 60,000</u>
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5. Jamestown High School Girls Soccer Team

RESOLUTION

JAMESTOWN HIGH SCHOOL GIRLS SOCCER TEAM

WHEREAS, the Jamestown High School Girls Soccer Team won the 1999 Bay Rivers District regular season, Bay Rivers District tournament, and Region 1 championships; and

WHEREAS, the 23 member Girls Soccer Team compiled a win-loss record of 18 and 3, while maintaining a team grade point average of 3.55; and

WHEREAS, the Jamestown High School Girls Soccer Team demonstrated the highest moral character and team effort in winning the first-ever Virginia High School League AA Girls Soccer Championship.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby honor and congratulate the Jamestown High School Girls Soccer Team for its excellence in academics, sportsmanship, and athletics demonstrated during the 1999 Soccer season and culminating in its winning the Virginia High School League AA Girls Soccer Championship.

2. July - Recreation and Parks Month

Mr. Edwards emphasized the activities, events, and contests for all ages throughout July offered by Parks and Recreation with a number of free programs open to the public.

Mr. Edwards made a motion to approve the resolution.

On a roll call, the vote was: AYE: Nervitt, McGlennon, Bradshaw, Edwards (4). NAY: (0).

RESOLUTION

JULY IS RECREATION AND PARKS MONTH

WHEREAS, parks and recreation activities enhance the physical health and mental well-being of individuals, work forces, and communities; and

WHEREAS, parks and open space are vital to the appearance and livability of communities, protect our air and water, and balance our ecosystem.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors of James City County, Virginia, proclaims July as Recreation and Parks Month and encourages all citizens of James City County, City of Williamsburg, and York County to recognize that recreation and park services are essential to the quality of life.

F. PUBLIC HEARINGS

1. Granting Virginia Power Easement at Mid-County Park

Mr. John T.P. Horne, Manager, Development Management, stated that construction of Monticello Avenue required relocation of existing Virginia Power underground wires. He further stated that the Deed of Easement allowed Virginia Power to install those underground wires along the norther boundary of Mid-County Park.

Staff recommended approval of the resolution.

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

Mr. McGlennon made a motion to approve the resolution.

On a roll call, the vote was: AYE: Nervitt, McGlennon, Bradshaw, Edwards (4). NAY: (0).

RESOLUTION

GRANTING VIRGINIA POWER UNDERGROUND ELECTRIC EASEMENT ALONG NORTHERN BOUNDARY OF MID-COUNTY PARK

WHEREAS, construction of Monticello Avenue requires relocation of Virginia Power underground wires; and

WHEREAS, an acceptable site for new wires exists along the northern boundary of Mid-County park.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby authorizes and directs the County Administrator to execute a Deed of Easement to allow installation of underground wires by the Virginia Power Company along the northern boundary of Mid-County park.

2. Olde Towne Medical Center Lease

Mr. Leo Rogers, Deputy County Attorney, stated that the terms of the lease would provide space in the Human Services Building for the Williamsburg Area Medical Assistance Corporation, for the operation of the Olde Towne Medical Center for one year.

Staff recommended approval of the resolution.

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

Mr. McGlennon made a motion to approve the resolution.

On a roll call, the vote was: AYE: Nervitt, McGlennon, Bradshaw, Edwards (4). NAY: (0).

RESOLUTION

OLDE TOWNE MEDICAL CENTER LEASE

WHEREAS, the Olde Towne Medical Center is providing primary and preventative health care to residents of James City County; and

WHEREAS, the lease of a portion of the Human Services Building will assist the Olde Towne Medical Center in providing medical care to James City County residents.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that Sanford B. Wanner, County Administrator, is authorized and directed to execute the lease between James City County and the Williamsburg Area Medical Assistance Corporation for the operation of the Olde Towne Medical Center.

3. Interest on Refund for Erroneous Assessments

Ms. M. Ann Davis, Treasurer, stated that a recent State Code change required the County to pay a taxpayer interest on payments made due to an erroneous assessment. She further stated that the ordinance defined erroneous assessment as clear factual evidence that the taxpayer was not subject to the tax for the year in question.

Staff recommended approval of the ordinance.

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

Mr. Bradshaw made a motion to approve the ordinance.

On a roll call, the vote was: AYE: Nervitt, McGlennon, Bradshaw, Edwards (4). NAY: (0).

4. Ordinance Amendment, Chapter 13, Motor Vehicles and Traffic, Driving While Intoxicated (D.W.I.) and Traffic Enforcement

Mr. Rogers stated that the ordinance incorporated by reference in to the County Code the 1999 amendments made by the General Assembly to the Driving While Intoxicated and Traffic Enforcement. Staff recommended approval of the ordinance.

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

Mr. McGlennon made a motion to approve the ordinance.

On a roll call, the vote was: AYE: Nervitt, McGlennon, Bradshaw, Edwards (4). NAY: (0).

G. BOARD CONSIDERATION

1. Street Name Change: International Parkway, Mooretown Road and Kingsgate Parkway

Mr. O. Marvin Sowers, Jr., Director of Planning, stated that the renaming and establishment of the official street name for the Mooretown Road area required approval of both James City County and York County Boards of Supervisors. He further stated that York County had proposed that International Parkway, Mooretown Road, and Kingsgate Parkway be unified with the street name, Mooretown Road, and proposed that the Lightfoot Road to Clark Lane segment of Mooretown Road be renamed Old Mooretown Road, as suggested by citizens input.

Staff recommended approval of the resolution.

Mr. Nervitt made a motion to approve resolution.

Mr. Nervitt emphasized that he did not want endorsement of the road name to be construed as endorsement of the road configuration that he considered a safety risk for citizens.

Without Board objection, Mr. Nervitt asked staff to correspond with York County and Virginia Department of Transportation to consider realignment of the International Parkway/Mooretown Road intersection.

On a roll call, the vote was: AYE: Nervitt, McGlennon, Bradshaw, Edwards (4). NAY: (0).

RESOLUTION

STREET NAME CHANGE: INTERNATIONAL PARKWAY,

MOORETOWN ROAD, AND KINGSGATE PARKWAY

WHEREAS, Section 19-54 (B) of the James City County Subdivision Ordinance provides for street names to be changed upon approval by the Board of Supervisors; and

WHEREAS, the streets involved are located in both York and James City counties requiring approval of the street name changes by both counties' Board of Supervisors; and

WHEREAS, a resolution was passed by the York County Board of Supervisors on June 2, 1999, unifying International Parkway, Mooretown Road, and Kingsgate Parkway by naming the entire corridor "Mooretown Road;" and

WHEREAS, the resolution also renamed the northern portion of the existing Mooretown Road, from Lightfoot Road to the "T" turnaround now under construction, "Old Mooretown Road."

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby support York County's proposal and approve renaming those portions of International Parkway, Mooretown Road, and Kingsgate Parkway that lie within James City County to "Mooretown Road."

BE IT FURTHER RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve the renaming of the northern portion of Mooretown Road as described above to "Old Mooretown Road."

H. PUBLIC COMMENT

1. Mr. Louis Hunt, Jr., 325 Ewell Road, spoke in favor of the design of Mooretown Road and reminded the Board that York County has the authority for decisions regarding that road.

2. Mr. Craig Meadows, 108 Oslo Court, spoke in opposition to the design of Mooretown Road and asked VDOT to review the design closely and make the road safe.

3. Ms. Carolyn Baker, 6290 Mooretown Road, stated that the Mooretown Road neighborhood organization in 1996 asked VDOT to create a different design because the neighborhood did not want a cul-de-sac. She further stated that residents did not attend the public hearing held in 1996 because the road was designed by VDOT after that meeting.

4. Mr. Kevin Doyle, Jamestown High School Soccer Coach, appeared and accepted the resolution for the Jamestown High School Girls Soccer Team. Mr. Edwards thanked Mr. Doyle and congratulated him and the team on their academic and athletic success.

5. Mr. James Hudson, 6117 Mooretown Road, stated that Mooretown Road was poorly designed and he did not appreciate having to make a right turn and a U-turn to go toward Route 199 from his driveway on Mooretown Road.

I. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Sanford B. Wanner, County Administrator, referred to a memorandum from Mr. Douglas Murrow, Code Compliance Director, requesting appropriation of funds for a full-time temporary plans review position and an extension from 20 to 30 hours for the temporary part-time office assistant.

Mr. Bradshaw made a motion to approve the resolution.

On a roll call, the vote was: AYE: Nervitt, McGlennon, Bradshaw, Edwards (4). NAY: (0).

RESOLUTION**CREATION OF FULL-TIME TEMPORARY PLANS REVIEW POSITION**

WHEREAS, the Board of Supervisors of James City County has been asked to create a full-time plans review position within Code Compliance and increase the allowed hours for a part-time office assistant not to exceed 30 hours per week for the 2000 fiscal year; and

WHEREAS, unappropriated funds exist for FY 2000 because two sheriff's deputies, previously funded locally, were approved for funding by the State Compensation Board.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby amend the budget for FY 2000 and appropriates the following additional funds:

Revenue:

State Compensation Board - Sheriff	<u>\$44,300</u>
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Expenditures:

Salaries/Fringes - Code Compliance	\$24,800
Operating Contingency	<u>19,500</u>

\$44,300

Mr. Wanner announced a James City Service Authority Board of Directors' meeting, and recommended an executive session pursuant to Section 2.1-344(A)(1), appointment of individuals to boards and/or commissions, and Section 2.1-344(1)(3), consider acquisition of parcels of property for public use. He recommended adjournment until Wednesday, June 23, 1999, 2:00 p.m., for work sessions on Purchase of Development Rights and Financial Inducements for Economic Development.

J. BOARD REQUESTS AND DIRECTIVES

Mr. McGlennon complimented the Williamsburg-James City County school students for their accomplishments and achievements on the Standards of Learning (SOLs).

Mr. Bradshaw mentioned water conservation efforts and encouraged future landscaping and subdivision covenants that maintain a design to preserve demand of water.

Mr. Nervitt stated that he had had the opportunity to visit the Stafford County Board of Supervisors' facility and suggested that staff make a visit to Stafford County to see the Board room prior to construction of the new building at the Government Center.

Mr. Nervitt also asked the Board to reconsider the increase of Board of Supervisors and Planning Commission salaries and suggested discussion of the matter at the June 23, 1999, work session.

BOARD CONSIDERATION1. Acquisition of Sydnor Hydrodynamics, Inc., Waterworks Systems

Mr. Edwards referred to a memorandum from Mr. Frank Morton, III, County Attorney, regarding acquisition of Sydnor Hydrodynamics, Inc., Waterworks Systems and made a motion to approve the resolution.

On a roll call, the vote was: AYE: Nervitt, McGlennon, Bradshaw, Edwards (4). NAY: (0).

RESOLUTION**AUTHORIZING ACQUISITION OF****SYDNOR HYDRODYNAMICS, INC., ("SYDNOR") WATERWORKS SYSTEMS****LOCATED IN JAMES CITY COUNTY**

WHEREAS, by Resolution adopted March 24, 1999, the Board of Supervisors of James City County, Virginia, ("County"), authorized the acquisition of three Sydnor-owned water systems by condemnation; and

WHEREAS, Sydnor and the County have now reached agreement on the terms and conditions of a sale of the systems to the County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes staff to proceed with the acquisition of the Sydnor waterworks systems located in First Colony, Old Stage Manor, and White Oaks/Indigo Park/Jamestown Farms subdivisions for the sum of \$412,500.

BE IT FURTHER RESOLVED, that the County Administrator is authorized and directed to enter into an Agreement of Purchase and Sale and any other documents necessary to close the transaction.

Mr. Edwards announced that the County had been awarded the National Association of Counties Achievement Awards for the "Public Access Defibrillation in Gated Communities" program and "Partnerships - Building A Community Together" program.

Mr. Edwards asked staff to review noise ordinance and make recommendation regarding construction work beginning very early before 6:00 a.m.

Mr. Edwards recessed the Board for a James City Service Authority meeting, at 8:15 p.m.

Mr. Edwards reconvened the Board at 8:25 p.m., and made a motion to convene into executive session as recommended by the County Administrator for the purpose of appointment to County Board and Commissions and acquisition of property for public use.

On a roll call, the vote was: AYE: Nervitt, McGlennon, Bradshaw, Edwards (4). NAY: (0).

Mr. Edwards reconvened the Board into open session and made a motion to approve the executive session resolution.

On a roll call, the vote was: AYE: Nervitt, McGlennon, Bradshaw, Edwards (4). NAY: (0).

RESOLUTION

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 were heard, discussed or considered by the Board as were identified in the motion, Section 2.1-344(A)(1), appointment of individuals to County boards and/or commissions, and Section 21-344(A)(3) acquisition of parcels of property for public use.


Mr. Edwards made a motion to reappoint Alan Bennett to the Clean County Commission for a 3-year term, term expiring January 5, 2002; to reappoint Dwight Dansby to the Peninsula Alcohol Safety Action Program for a 3-year term, term expiring July 1, 2002; and to reappoint Frank Kowaleski to the Social Services Advisory Board for a 3-year term, term expiring July 1, 2002.

On a roll call, the vote was: AYE: Nervitt, McGlennon, Bradshaw, Edwards (4). NAY: (0).

Mr. Nervitt made a motion to adjourn.

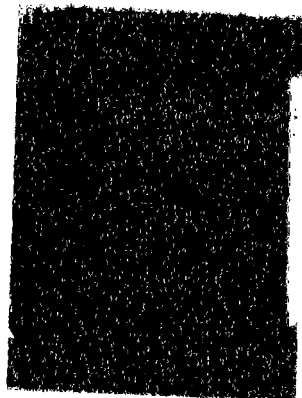
On a roll call, the vote was: AYE: Nervitt, McGlennon, Bradshaw, Edwards (4). NAY: (0).

The Board adjourned at 8:53 p.m.


Sanford B. Wanner
Clerk to the Board



VIRGINIA POWER



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into this _____ day of _____, 19 _____, by and between

JAMES CITY COUNTY

("GRANTOR") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Virginia Power, with its principal office in Richmond, Virginia ("GRANTEE").

WITNESSETH:

1. That for and in consideration of the sum of One Dollar (\$1.00) cash in hand paid and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **GRANTOR** grants and conveys unto **GRANTEE**, its successors and assigns, the perpetual right, privilege and easement over, under, through, upon and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own telephone, television and other communication purposes; for lighting purposes; and for the attachment of the wires and facilities of any other public service company, including but not limited to the right:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection

Initials: _____

This Document Prepared by: Virginia Electric and Power Company.

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VPID No. 28-99-0022

VDOT Project No. 5000-047-116, C-501

Tax Map No. 38-3 1-10

Form No. 720025A1 (Mar 98)
© Virginia Power/North Carolina Power

Right of Way Agreement

therewith; the width of said easement shall extend 4.6 METERS / FIFTEEN FEET (15) feet in width across the lands of GRANTOR; and,

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections one or more lighting supports and lighting fixtures as GRANTEE may from time to time deem advisable, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said easement shall extend N/A (N/A) feet in width across the lands of GRANTOR.

2. The easement granted herein shall extend across the lands of GRANTOR situated in JAMES CITY COUNTY, Virginia, as more fully described on Plat No. 28-99-0022, which is attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat, reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of GRANTEE. GRANTEE shall have the right to inspect, reconstruct, remove, repair, improve, relocate on the easement, and make such changes, alterations, substitutions, additions to or extensions of its facilities as GRANTEE may from time to time deem advisable.

4. GRANTEE shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by GRANTEE shall remain the property of GRANTOR.

5. For the purpose of exercising the right granted herein, GRANTEE shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of GRANTOR. The right, however, is reserved to GRANTOR to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, GRANTEE shall have such right of ingress and egress over the lands of GRANTOR adjacent to the easement. GRANTEE shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to GRANTOR.

Initials:

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VPIDNo. 28-99-0022

Right of Way Agreement

6. **GRANTEE** shall repair damage to roads, fences or other improvements outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE**'s exercise of any of its rights granted hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences and below ground obstructions as long as said fences and below ground obstructions do not interfere with **GRANTEE**'s exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE**'s exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such of its facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the costs thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE** shall have the right to assign or transfer, without limitation, to any public service company all or any part of the perpetual right, privilege and easement granted herein.

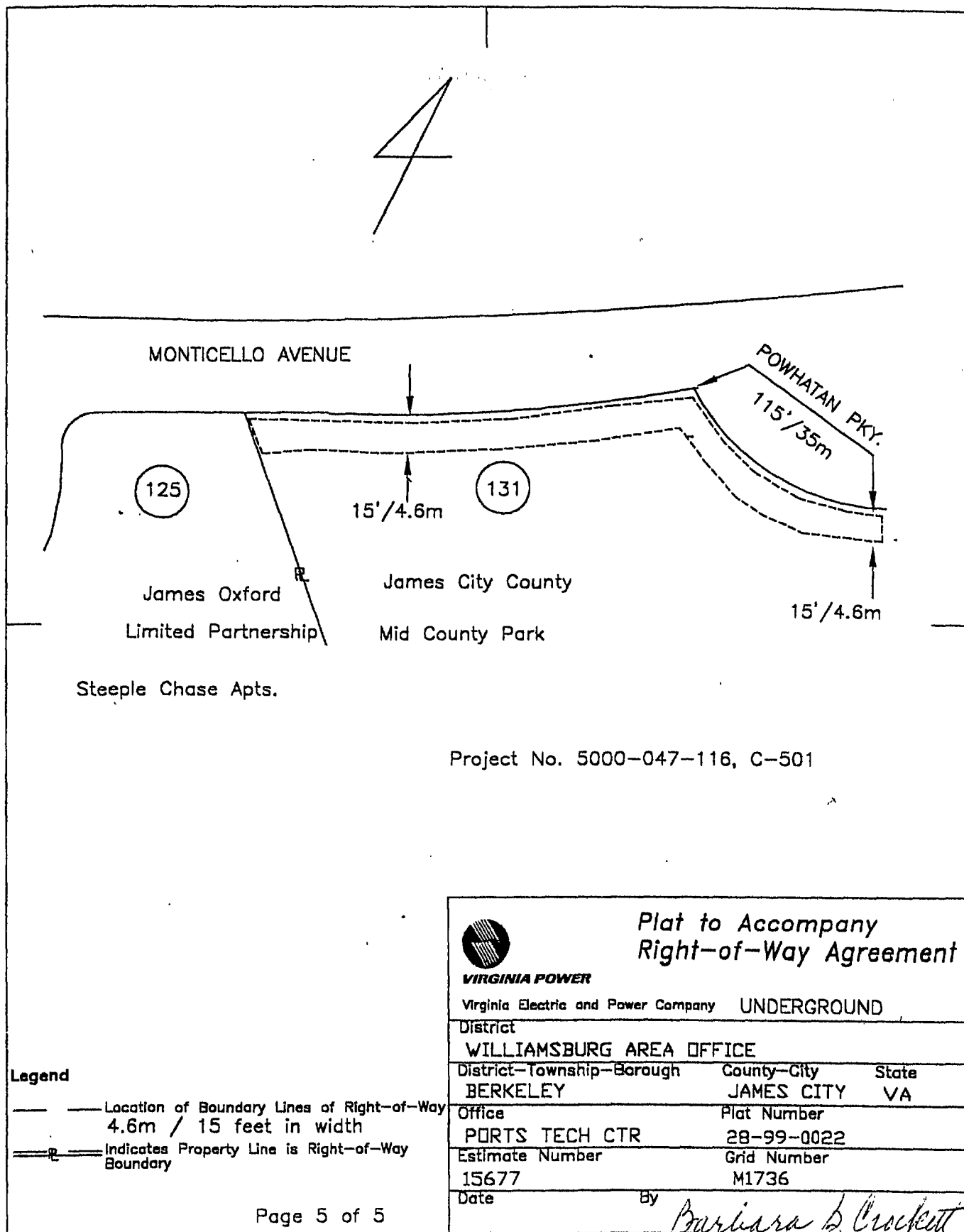
9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials:

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VIRGINIA POWER

Right of Way Agreement

11. GRANTOR covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that GRANTEE shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that GRANTOR shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of GRANTOR warrants that GRANTOR is a corporation duly organized and existing under the laws of the state hereinabove mentioned and that he or she has been duly authorized to execute this easement on behalf of said corporation.

IN WITNESS WHEREOF, GRANTOR has caused its corporate name to be signed hereto by its authorized officer or agent, described below, on the date first above written.

Corporate Name: JAMES CITY COUNTY

By: Sanford B. Wanner

Its: COUNTY ADMINISTRATOR

State of Virginia

City/County of JAMES CITY

The foregoing instrument was acknowledged before me this 23 day of June, 19 99

by SANFORD B. WANNER
(Name of officer or agent)

COUNT ADMINISTRATOR
(Title of officer or agent)

of JAMES CITY COUNTY
(Name of corporation)

, a VIRGINIA
(State of Incorporation)

corporation, on behalf of the corporation.

Carole C. Guiliano
Notary Public

My commission expires: May 31, 2002

LEASE

THIS LEASE, is made as of the 1st day of July, 1999, by and between the County of James City, Virginia, ("Landlord") and the Williamsburg Area Medical Assistance Corporation, a Virginia nonprofit corporation ("Tenant").

WITNESSETH:

Landlord, for and in consideration of the payment of the rent and performance of the covenants and agreements hereinafter mentioned, demises and leases unto Tenant, and the Tenant lets from the Landlord, a portion of the following real property, with improvements thereon, ("Premises") commonly known as the James City County Human Services Building located at 5249 Olde Towne Road, James City County, Virginia. The entire Human Services Building consists of approximately 29,000 square feet. Tenant shall occupy only 6,245 square feet as more particularly shown on the diagram attached as Exhibit A.

1. Lease Term. This Lease shall commence on the 1st day of July, 1999, ("commencement date") and continue for a term of one (1) year. During the term of this Lease, the Premises are to be continuously used by the Tenant to operate the Olde Towne Medical Center. Tenant shall pay an annual base rent of Fifty Thousand Dollars (\$50,000) in equal quarterly installments of Twelve Thousand Five Hundred Dollars (\$12,500) on or before the end of each quarter beginning after the commencement date.

2. Rent.

(a) Tenant covenants, without any previous demand therefor, to pay the specified rent at the times and in the manner herein provided. The Landlord shall receive the rents and all sum or sums which shall or may become payable hereunder by the Tenant free from all taxes, charges, expenses, damages and deductions of every kind or sort whatsoever.

(b) The parties hereto agree that no brokerage fee or other commission is due to any other person, firm, or corporation in connection with the performance and execution of this Lease.

3. Utilities. Landlord shall provide reasonable utilities such as water, sewer, heat, and electricity. Tenant shall be responsible for telephone costs and other such services.

4. Maintenance. Landlord shall be responsible for keeping the premises and all plumbing, heating, air conditioning, electrical, and mechanical devices and appliances in good repair and working order. Landlord shall provide reasonable janitorial services for the Premises.

5. Compliance with Insurance. Tenant agrees to use the Premises in a clean, orderly and sanitary manner. The Tenant covenants not to do, permit to be done or omit to do any action which will contravene the policy or policies of insurance on the Premises, increase the rate of such insurance or create a hazard which makes the procurement of insurance acceptable to the Landlord impossible. Upon notice from Landlord, Tenant agrees to immediately remove any item from the Premises and/or to desist from any practice deemed by the insurance companies or the Association of Fire Underwriters as materially affecting the insurance risk.

6. Alterations. Tenant further covenants that it will not make any alterations or changes of any kind to the Premises without first securing the written consent of the Landlord, after submission of the plans therefor, and any such alterations or changes as shall be permitted in writing shall be made at Tenant's expense, and will, at the expiration of the term of this Lease, or the sooner termination, become the property of the Landlord. The Tenant will, in making any such alterations or changes, fully comply with all federal and state laws, county ordinances, and any regulations thereto, as well as the requirements of the Association of Fire Underwriters, or similar governing insurance body, all at Tenant's expense. Tenant covenants, at its own expense, to promptly comply with and do all such things required by notice served upon it in relation to the Premises or any part thereof, from any of the departments of James City County, the Commonwealth of Virginia or the United States, if the same shall be caused by the Tenant's use or occupancy of the Premises, or any alteration, addition or change thereof made by Tenant. Tenant covenants that no liens shall attach

to the Premises by virtue of any repairs, alterations or changes made by Tenant and that if any such lien is filed Tenant will cause the same to be removed within thirty (30) days.

7. Signs, etc. The Tenant shall have the right, from time to time, during the term hereby granted, to erect, display, paint, maintain, alter, change or remove signs on the interior of the building. All such signs shall be approved by the Landlord. Said signs shall remain the property of Tenant and shall be removed by it upon the termination of the term hereby granted. Any damage caused by the installation, presence, or removal of such signs shall be repaired by Tenant. Tenant shall not erect, alter, change or remove any exterior sign without the expressed written consent of Landlord.

8. Assignment and Subletting. Tenant shall not sell, assign, transfer, pledge or encumber any of its rights under this Lease, nor shall Tenant sublet the Premises or any part thereof without the expressed written consent of the Landlord.

9. Equipment. Tenant may, at any time during the continuance of the term of this Lease remove from the Premises all equipment not permanently affixed to the building which Tenant may have installed at its own expense on the Premises, and if not removed during such period, such items shall become the property of the Landlord. Tenant agrees to repair any damage which may be done to the Premises resulting from the removal of said equipment. Except as herein provided, all alterations and improvements become the property of the Landlord upon termination of the Lease.

10. Default.

(a) If any rent or any part thereof shall be unpaid on the date of payment by the terms hereof and remain so for a period of ten (10) days after Landlord shall have given to Tenant notice in writing of such default, then and in such case it shall and may be lawful for Landlord, at Landlord's option, by summary proceedings or by any other appropriate legal action or proceedings to terminate the term of this Lease and to enter into the Premises, or any part thereof and expel Tenant or any person or persons occupying the Premises, and so to repossess and enjoy the Premises as in Landlord's former estate. Should the term of this Lease at any time be terminated under the terms and conditions hereof, or in any other way, Tenant hereby covenants and agrees to surrender and deliver the Premises peaceably to Landlord immediately upon the termination of the term hereof. In the event payment is not made when due, Tenant shall pay a late payment fee in the amount of ten percent (10%) of the rent due.

(b) It is mutually agreed that if Tenant shall be in default in performing any of the terms or provisions of this Lease, other than the provisions requiring the payment of rent, Landlord shall give to Tenant notice in writing of such default, and if Tenant fails to cure such default within fifteen (15) days after receipt of such notice, or if the default is of such character as to require more than fifteen (15) days to cure and Tenant shall fail to use reasonable diligence in curing such default after service of such notice, then and in any such event Landlord may cure such default for the account of and at the cost and expense of Tenant, and the full amount so expended by Landlord shall immediately be owing by Tenant to Landlord.

(c) In the event of any default by Tenant under this Lease or the abandonment of the Premises by Tenant, the Landlord shall have the following remedies:

(1) The rent shall become due and be paid up to the time of such reentry, dispossession and/or expiration, together with such expenses as Landlord may incur for legal expenses, attorney's fees, brokerage, and/or putting the Premises in good order, or for preparing the same for re-rental;

(2) Landlord shall make reasonable efforts to relet the Premises or any part or parts thereof, either in the name of Landlord or otherwise, for a term or terms which may at Landlord's option be less than or exceed the period which would otherwise have constituted the balance of the term of this Lease and may grant reasonable concessions in order to mitigate any damages caused in the event of an early termination of the Lease; and/or

(3) The failure of Landlord to relet the Premises or any part or parts thereof shall not release or affect Tenant's liability for damages. In computing such liquidated damages there shall be added to the deficiency such expenses as Landlord may incur in connection with reletting,

such as legal expenses, attorney's fees, brokerage and for keeping the Premises in good order or for preparing the same for reletting. Landlord shall in no event be liable in any way whatsoever for failure to relet the Premises.

(d) The mention in this Lease of any particular remedy, shall not preclude Landlord from any other remedy, in law or in equity. Tenant hereby expressly waives any and all rights of redemption granted by or under any present or future laws in the event of Tenant being evicted or dispossessed for any cause, or in the event of Landlord obtaining possession of Premises, by reason of the violation by Tenant of any of the covenants and conditions of this Lease, or otherwise excepting in the event of a condemnation.

11. Waiver.

(a) Any waiver of any covenant or condition of this Lease shall extend to the particular case only, and only in the manner specified and shall not be construed as applying to or in any way waiving any further or other rights hereunder. The exercise of any of the options aforesaid shall not be construed as a waiver of any right to recover actual damages for any breach in an action at law, or to restrain any breach or threatened breach in equity or otherwise.

(b) The receipt by Landlord of rent with knowledge of the breach shall not be deemed a waiver of such breach. No provision of this Lease shall be deemed to have been waived by Landlord or Tenant, unless such waiver be in writing signed by Landlord or Tenant respectively. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly rent shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed in accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this Lease provided.

12. Notices. All notices provided under this Lease shall be in writing, sent postage prepaid, certified mail return receipt requested, and addressed to the parties as follows, unless otherwise directed in writing:

Landlord: James City County, Attention: Human Services Manager, 5249 Olde Towne Road, James City County, Virginia 23188.

Tenant: Williamsburg Area Medical Assistance Corporation, Attention: Executive Director, 5249 Olde Towne Road, James City County, Virginia 23188.

Any notice so given shall be held conclusively to have been given when hand delivered or two business days after the date of such mailing, as evidenced by the postal receipt obtained by the sender.

13. Grounds Maintenance. Landlord shall provide for the removal of ice, snow and debris from the sidewalks, driveways and parking area servicing the Premises.

14. Mechanic's Liens. The Tenant agrees to and shall indemnify and save the Landlord free and harmless against liability, loss, damage, costs and expenses, including attorney's fees, on account of claims and claims of liens of laborers or material men or others for work performed or materials or supplies furnished for the Tenant or persons claiming under the Tenant. If the Tenant shall be in default in paying any charge for which a mechanic's lien claim and suit to foreclose the lien have been filed, and shall not have given the Landlord security to protect the Premises and the Landlord against attorney's fees incurred in connection therewith, shall be immediately due and owing from the Tenant to the Landlord.

15. Entry by Landlord. The Landlord may (but shall not be required to) enter the Premises, at all reasonable times during business hours or at any other time in case of emergency, to inspect the premises or to make any repairs deemed necessary by the Landlord to comply with any laws, ordinances, orders, regulations or requirements of any governmental authority or the recommendation of any insurer.

16. Waste. The Tenant shall use the Premises with due care and shall not permit or suffer any waste with respect to the Premises.

17. Nuisance. Tenant covenants that it will not do, or omit to do, or permit to be done or omitted, anything the doing or omission of which (as the case may be) shall be or result in a nuisance.

18. Agency. The Landlord appoints the County's Manager of Human Services, as its agent to administer and enforce this Lease.

19. Miscellaneous.

(a) The covenants herein shall be binding upon, and the rights hereunder shall extend to and bind and inure to the benefit of the parties, their personal representatives, successors and assigns.

(b) The captions and headings herein are for convenience and reference only and shall not be used to construe or interpret this Lease.

(c) The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provisions or the validity and enforceability of the remainder of this Lease.

(d) Tenant agrees to join Landlord in the grant of any easements, right-of-ways, or the like which do not affect the Premises, or, if reasonable, and the granting of same does not adversely affect Tenant's business.

(e) This Lease shall be construed according to the laws of the Commonwealth of Virginia.

IN WITNESS WHEREOF, being duly authorize, the parties have caused this Lease to be executed.

Landlord:

County of James City, Virginia

BY: Sanford B. Wanner
Sanford B. Wanner, County Administrator

Tenant:

Williamsburg Area Medical Assistance Corporation

BY: James M. Dulaney
Its: Executive Director

ADOPTED

JUN 22 1999

ORDINANCE NO. 107A-29

BOARD OF SUPERVISORS
JAMES CITY COUNTY
VIRGINIA

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 20, TAXATION, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, BY AMENDING ARTICLE I, IN GENERAL, SECTION 20-7.2, REFUND OF LEVIES ERRONEOUSLY PAID.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 20, Taxation is hereby amended and reordained by amending Section 20-7.2, Refund of levies erroneously paid.

Chapter 20. Taxation

Article I. In General

Sec. 20-7.2. Refund of levies erroneously paid.

Pursuant to section 58.1-3990 of the Code of Virginia, 1950, as amended, the board of supervisors hereby provides for the refund of any local levies erroneously assessed on tangible personal property, machinery and tools, or merchant's capital, or a local license tax or real estate.

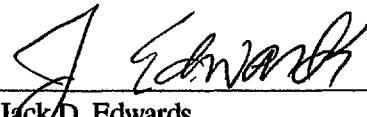
If upon application, the commissioner of the revenue is satisfied that he or his predecessor in office has erroneously assessed such applicant with any local levies as provided herein, he shall certify to the tax-collecting officer the amount erroneously assessed. If the levies have not been paid, the applicant shall be exonerated from so much thereof as is erroneous, and if such levies have been paid, the tax collecting officer or his successor in office shall refund to the applicant the amount erroneously paid, together with any penalties and interest paid thereon.

Ordinance to Amend and Reordain
Chapter 20. Taxation
Page 2

A refund of any payment made on or after July 1, 1999, due to an erroneous assessment, shall bear interest in the amount of ten percent per annum commencing the first day of the month following the month in which such taxes are due or in which such taxes are paid, whichever is later. For the purposes of this paragraph, an erroneous assessment shall mean an assessment that a taxpayer can demonstrate, by clear factual evidence, that he or she was not subject to such assessment for the year in question. Correction of an assessment due to the sale, transfer or other disposition of property shall not be deemed to be an erroneous assessment. In addition, an assessment which is incorrect due to the action or inaction of a taxpayer shall not be deemed to be an erroneous assessment.

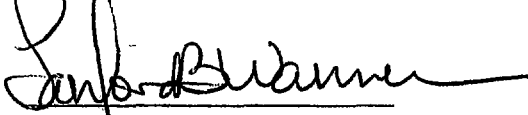
No refund shall be made in any case when application therefor was made more than three years after the last day of the tax year for which such taxes were assessed; provided, that if any tax is declared to be unconstitutional by a court of competent jurisdiction, the board of supervisors shall grant a refund of such tax hereunder to all taxpayers for those years to which the court proceeding was applicable.

State law reference-Code of Va., §58.1-3916.



Jack D. Edwards
Chairman, Board of Supervisors

ATTEST:



Sanford B. Wanner
Clerk to the Board

SUPERVISOR	VOTE
NERVITT	AYE
SISK	ABSENT
MCGLENNON	AYE
BRADSHAW	AYE
EDWARDS	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 22nd day of June, 1999.

ADOPTED

JUN 22 1999

ORDINANCE NO. 66A-43

BOARD OF SUPERVISORS
JAMES CITY COUNTY
VIRGINIA

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 13, MOTOR VEHICLES AND TRAFFIC, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, BY AMENDING ARTICLE I, IN GENERAL, SECTION 13-7, ADOPTION OF STATE LAW; ARTICLE II, DRIVING AUTOMOBILES, ETC., WHILE INTOXICATED OR UNDER THE INFLUENCE OF ANY DRUG, SECTION 13-28, ADOPTION OF STATE LAW, GENERALLY.

BE IT ORDAINED by the Board of Supervisors of the County of James City, Virginia, that Chapter 13, Motor Vehicles and Traffic, is hereby amended and reordained by amending Section 13-7, Adoption of state law; Section 13-28, Adoption of state law, generally.

Chapter 13. Motor Vehicles and Traffic

Article I. In General

Sec. 13-7. Adoption of state law.

Pursuant to the authority of Section 46.2-1313 of the Code of Virginia, as amended, all of the provisions and requirements of the laws of the state contained in Title 46.2 of the Code of Virginia, as amended, and in force on July 1, 1998 ~~1999~~, except those provisions and requirements the violation of which constitutes a felony and those provisions and requirements which by their very nature can have no application to or within the county, are hereby adopted and incorporated in this chapter by reference and made applicable within the county. Such provisions and requirements are hereby adopted, mutatis mutandis, and made a part of this chapter as fully as though set forth at length herein, and it shall be unlawful for any person, within the

Ordinance to Amend and Reordain
Chapter 13. Motor Vehicles and Traffic
Page 2

county, to violate or fail, neglect or refuse to comply with any provision of Title 46.2 of the Code of Virginia which is adopted by this section; provided, that in no event shall the penalty imposed for the violation of any provision or requirement hereby adopted exceed the penalty imposed for a similar offense under Title 46.2 of the Code of Virginia.

State law reference - Authority to adopt state law on the subject, Code of Va., § 46.2-1313.

Article II. Driving Automobiles, Etc., While Intoxicated
or Under the Influence of any Drug

Sec. 13-28. Adoption of state law, generally.

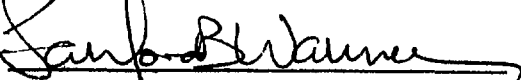
Article 9 (Section 16.1-278 et seq.) of Chapter 11 of Title 16.1 and Article 2 (section 18.2-266 et seq.) of chapter 7 of Title 18.2, Code of Virginia, as amended and in force July 1, 1998 ~~1999~~, is hereby adopted and made a part of this chapter as fully as though set out at length herein. It shall be unlawful for any person within the county to violate or fail, neglect or refuse to comply with any section of the Code of Virginia as adopted by this section.

State law reference - Authority to adopt state law on the subject, Code of Va. § 46.2-1313.


This Ordinance shall become effective on July 1, 1999.

Ordinance to Amend and Reordain
Chapter 13. Motor Vehicles and Traffic
Page 3

ATTEST



Sanford B. Wanner
Clerk to the Board



Jack D. Edwards
Chairman, Board of Supervisors

<u>SUPERVISOR</u>	<u>VOTE</u>
EDWARDS	AYE
NERVITT	AYE
SISK	ABSENT
MCGLENNON	AYE
BRADSHAW	AYE

Adopted by the Board of Supervisors of James City County, Virginia, this 22nd day of June, 1999.

99mtrveh.ord