

A G E N D A

JAMES CITY COUNTY BOARD OF SUPERVISORS

READING FILE

January 9, 2007

FOR YOUR INFORMATION

1. Support Material for Agenda Item No. F-4 - Change of Employment Category for Colonial Community Corrections Positions
2. Support Material for Agenda Item No. F-6 - Law Enforcement Mutual Aid Agreement - National Park Service
3. Support Material for Agenda Item No. F-9 - Resolution of Inducement - Virginia United Methodist Homes

010907rf.age

James City County Personnel Policies that Apply to Employees Working in Colonial Community Corrections

Background

Colonial Community Corrections (CCC) is a multi-jurisdictional agency that provides judicial alternatives to adult incarceration; transitional services, and criminal justice planning to the participating localities of Charles City, James City, New Kent and York counties; and the cities of Poquoson and Williamsburg. CCC is guided by the Community Criminal Justice Board, an advisory board composed of equal representation from each of the participating localities. CCC receives state, federal and local funding and offender fees. James City County (County) serves as the fiscal agent for CCC.

CCC wishes the County to serve as its fiscal agent and wishes to be governed by the County's personnel system as outlined in the County's Personnel Policies and Procedures Manual (Manual) available on the County's Intranet site. However, CCC is primarily funded by the State and, on occasion, available funding may not be sufficient to provide the salary adjustments outlined in the Manual or approved by the County's Board of Supervisors.

Agreement

Colonial Community Corrections and employees who work in CCC follow all County personnel policies and procedures except where noted below. Because CCC follows most, but not all, County personnel policies, positions in CCC are designated the employment category "Other" as defined in Chapter 2 of the Manual.

When funding is not available to provide salary adjustments in the manner outlined in the Manual, the CCC Program Administrator, in conjunction with the County's Community Services (CS) Manager and in consultation with the County's Human Resource (HR) Manager, will develop and implement an alternative that will follow the spirit of the policies while staying within the CCC budget.

County Personnel Policy	CCC Application
<u>Amount of (Performance) Increase</u> <u>Section 4.11 D.</u> Amounts determined by the Board of Supervisors in the annual budget.	Will use the same performance increase amounts determined by the Board of Supervisors unless sufficient funding is not available. In such a case, the CCC Program Administrator, CS Manager and HR Manager will develop alternative performance increase amounts.
<u>Performance Increase Date</u> <u>Section 4.11 E.</u> Common performance increase date of October 1 or other date as approved by the Board of Supervisors.	Because CCC is funded from a variety of sources and the total funding for employee compensation is not known until after the first of the calendar year, a common April 1 effective date for performance increases is used for CCC employees. April 1, rather than October

	<p>1 as provided in the Manual, provides time for funding to be finalized and a performance increase amount determined. A date other than April 1 may be used if an alternate implementation strategy is used.</p>
<p><u>Salary Structure Adjustment</u> <u>Section 4.13 A.</u> If the structure adjustment causes the employee’s salary to fall below the new range minimum, the employee’s salary is moved to the new range minimum.</p> <p>October 1 implementation date, or as approved by the Board of Supervisors.</p>	<p>Will use the same salary structure as the County. Will follow County policy unless sufficient funding is not available. In such a case, the CCC Program Administrator, CS Manager and HR Manager, will develop an alternate implementation strategy based on available funding.</p> <p>April 1 implementation date, unless an alternate implementation strategy is used.</p>
<p><u>Market Adjustment</u> <u>Section 4.13 B.</u> Positions or job classes placed in higher or lower salary ranges based on market data. If the market adjustment causes the employee’s salary to fall below the new range minimum, the employee’s salary is moved to the new range minimum.</p> <p>Typically October 1 implementation date, or as approved by the County Administrator.</p>	<p>Will follow County policy unless sufficient funding is not available. In such a case, the CCC Program Administrator, CS Manager and HR Manager, will develop an alternate implementation strategy based on available funding.</p> <p>April 1 implementation date, unless an alternate implementation strategy is used.</p>
<p><u>Recalibration</u> <u>Section 4.13 D.</u> Major review of salary structure and job placement, occurring about every 5 years. May result in new or adjusted salary structure and placement of job classes in new salary ranges.</p> <p>Typically October 1 implementation date or as approved by the Board of Supervisors.</p>	<p>Will use the same implementation plan as the County unless sufficient funding is not available. In such a case, the CCC Program Administrator, CS Manager and HR Manager, will develop an alternate implementation strategy based on available funding.</p> <p>April 1 implementation date, unless an alternate implementation strategy is used.</p>

The term of this agreement begins on January 9, 2007 and remains in effect as long as James City County is the fiscal agent for CCC or unless terminated by either party with at least 60 days advance written notice. This Agreement may be amended with the consent of both parties.



Kathryn W. Green Date
CCC Program Administrator 12-29-06



Sanford B. Wanner Date
County Administrator 1/3/07

AGREEMENT
By and Between
THE UNITED STATES DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE
COLONIAL NATIONAL HISTORICAL PARK
And
JAMES CITY COUNTY, VIRGINIA

Article I. Background and Objectives

This Agreement for reciprocal police aid and assistance is made and entered into this _____ day of _____, 2007, by and between the Department of the Interior (hereinafter DOI), the National Park Service (hereinafter NPS), Colonial National Historical Park (hereinafter COLO) and James City County , Commonwealth of Virginia (hereinafter "County").

WHEREAS, the officials of the above governmental bodies have a genuine interest in safe communities and recognize the continued need to develop a better working relationship with neighboring law enforcement agencies through cooperative assistance agreements; and

WHEREAS, the above governmental bodies recognize the unique geographical relationship created by COLO's size and boundaries, and the potential for emergency or law enforcement incidents to escalate into or overlap jurisdictional lines; and

WHEREAS, the aforementioned governmental bodies have determined that the provision of specified law enforcement aid across jurisdictional lines will increase their mutual ability to preserve the safety and welfare of law enforcement personnel and all citizens; and

WHEREAS, these same public officials desire to document existing traditional cooperative assistance and/or verbal agreements; and

WHEREAS, COLO was established and is administered as a unit of the National Park Service, United States Department of the Interior, pursuant to 16 U.S.C. 81; and

WHEREAS, the Code of Virginia under Section 15.2-1728, allows that in cases where concurrent jurisdiction over any property or territory has been granted by the Commonwealth of Virginia to the United States government, or to a department or agency thereof, the governing body of any contiguous county, city, or town may enter into a mutual aid agreement with the appropriate federal authorities to authorize police cooperation and assistance within such property or territory. Subject to the conditions of any such agreement, all police officers and agents of the cooperating governing body shall have the same powers, rights, benefits, privileges

and immunities while acting in the performance of their duties on the property or territory under federal authority as are lawfully conferred upon them within their own jurisdiction; and

WHEREAS, the scope of this Agreement is defined by the authority of 16 U.S.C. 1b (1) which provides for cooperation between the above governmental bodies in the exercise and performance of their governmental powers, duties, and functions; and

WHEREAS, in order to facilitate the administration of the National Park System, the Secretary of the Interior is authorized to render emergency cooperative assistance to local law enforcement agencies for related purposes outside of the National Park System, pursuant to 16 U.S.C., Section 1b(1); and

WHEREAS, the administration of COLO will be facilitated by the rendering of emergency law enforcement assistance to the County; and

WHEREAS, the Virginia Crimes Code has been assimilated by the United States of America for areas within federal jurisdiction as specified in 18 U.S.C. 13; and

WHEREAS, by virtue of Section 19.2-12 of the Code of Virginia, National Park Rangers are designated "Special Agents" of the Department of the Interior and are therefore accorded Conservator of the Peace status within the Commonwealth of Virginia; and

WHEREAS, no new formal organizational structure, administrative or otherwise, is necessary to implement this agreement, and the functional purposes hereof are implemented through the operational procedures set forth herein; and

WHEREAS, no direct financing is required by this agreement,

NOW, THEREFORE, the parties hereto, in consideration of the cooperative provisions and conditions herein contained, promise and agree with each other as follows:

Article II. Statement of Work

A. Providing for Emergencies

1. The parties to this agreement will reciprocally attempt to provide emergency assistance and backup necessary to ensure an officer's safety as requested by the law enforcement agency of the other, subject to the availability of manpower and resources, with due consideration to circumstances in both the requesting and assisting jurisdictions. Emergency assistance will continue only until such time that the requesting jurisdiction has enough resources on the scene to adequately control the emergency or the exigency of the situation no longer exists.
2. Requests for emergency assistance must be initiated by authorized personnel of the requesting agency directly to authorized personnel of the responding agency via radio, telephone, or person-to-person contact and may also be rendered in those situations

where commissioned NPS law enforcement personnel (NPSLE) while in the course of official duties observes an emergency occurring in the County, as hereinafter defined. In which case the NPSLE will secure and manage the scene. Notification by the NPSLE identifying the emergency to the Police Department will be immediate. Upon arrival of the first James City County Police Department officer, the NPSLE will relinquish all control. NPSLE may continue to assist upon request.

AN EMERGENCY SHALL BE DEFINED AS THE FOLLOWING:

- a. The commission of a felony or serious misdemeanor which presents a direct threat to human life and/or safety;
- b. Officer “in trouble” (needing emergency assistance);
- c. Any incident resulting in a death;
- d. Assistance needed to preserve a crime scene;
- e. Serious injury and/or fatal motor vehicle accidents;
- f. Search and/or rescue incidents involving missing, lost, stranded, or injured persons;
- g. Emergency medical incidents where human life and/or safety is threatened due to injury or illness.

Emergency assistance shall continue until such time that the requesting party has enough resources on the scene to adequately control the emergency.

3. The on-scene senior officer of the party having jurisdiction at the incident location shall be in command of all officers while rendering emergency law enforcement assistance. Provided, however, that the on-scene commander shall exercise command and direction of the other party’s officers only through the highest ranking officer of the other party present at the scene who shall be identified. At all times while rendering emergency law enforcement assistance each party’s officers shall remain under the authority and control of their respective supervisors.
4. Each law enforcement agency will normally have sole responsibility for traffic direction and control within its own jurisdiction. However, when an emergency need arises in either agency's jurisdiction, the responding agency, within its capabilities, will assist the requesting agency in providing traffic direction and control.
5. When requested, each party's law enforcement agency, within its capabilities available at the time the request for such support is made and within the terms of this Agreement shall assist the other. Requests for assistance shall be made in the manner herein before provided.

6. For violations occurring within COLO over which both parties exercise concurrent jurisdiction, the following actions will take place:
 - a. The first law enforcement agency on the scene will secure the incident scene and if assistance is needed, will immediately notify the other party hereto.
 - b. Both law enforcement agencies will mutually agree on who will investigate and/or prosecute.
 - c. If COLO prosecutes under the provisions of the Assimilative Crimes Act, the case will be filed in a Federal Court and/or State Court as determined by the United States Attorney.
 - d. If the County prosecutes under a state statute, the case will be filed in a State Court.
7. Each law enforcement agency will normally have sole responsibility for the investigation of motor vehicle accidents occurring within its own jurisdiction.

B. Both Emergency and Routine Operations

1. Upon request from a COLO law enforcement officer, the County will, if a trained officer is available to do so, administer a breathalyzer test for the purpose of determining sobriety. If necessary, County personnel administering the test will appear as witnesses in Federal Court so long as the overtime and travel expenses (if any) of so doing are paid by COLO.
2. Upon request of the James City County Police, COLO will, if a trained officer is available to do so, administer a breathalyzer test for the purpose of determining sobriety. If necessary, COLO personnel administering the test will appear in State Court so long as the overtime and travel costs (if any) of doing so are paid by the County.
3. COLO law enforcement officers and communication center personnel will have access to James City County police radio frequencies for use during law enforcement and/or emergency situations. COLO law enforcement officers will identify themselves as "Park Ranger" followed by assigned radio call number, i.e. Park Ranger-300. James City County police officers and communications center personnel will have access to COLO law enforcement radio frequencies during law enforcement and/or emergency situations. County police officers will use their assigned call numbers.
4. COLO communications center law personnel will advise the James City County communication center of any situation that may affect areas under the County's jurisdiction.

5. The James City County communication center will advise COLO communication center of any situation that may affect areas under COLO jurisdiction.
6. Each party will be responsible for damages or losses resulting from the actions of its own personnel when rendering emergency or routine assistance.
7. Each party will be responsible for all legal actions arising from the improper or alleged improper conduct of its own personnel.
8. Because all the emergency law enforcement actions taken by NPS Rangers by virtue of the vested authority expressly approved by the National Park Service, such actions will be considered to the extent allowed by law as being within the scope of employment and under the administrative control of the National Park Service. NPS law enforcement assistance will only be rendered by on-duty NPS law enforcement rangers. While in the jurisdiction of James City County, NPS Rangers will enforce only the laws of the Commonwealth of Virginia.

Article III. Key Officials

The key official for the NPS shall be:

Chief Park Ranger
Colonial National Historical Park
P.O. Box 210
Yorktown, VA. 23690

Telephone: (757) - 898-2425
Fax: (757) - 898-6025

The key official for the County shall be:

Chief of Police
James City County Police Department
5087 John Tyler Highway
Williamsburg, Virginia 23187

Telephone: (757) 259-5141
Fax:

Article IV. Terms of Agreement

This Agreement will remain in effect for five (5) years from the date of approval by the County, and may be reaffirmed at the end of the five (5) year period by a reaffirmation memorandum.

This Agreement may be amended only by mutual agreement of the parties. The effective date of this Agreement shall be the date of the execution by both parties.

Article V. Agreement Review

The parties agree to confer on each anniversary date of this Agreement, or more often as necessary, to review the terms of this Agreement or other items of interest which will enhance their mutual cooperation.

Article VI. Property Management and Disposition

Each party will maintain its own personnel and equipment, and except as provided herein, each will be responsible for all costs for emergency or routine assistance it incurs as a result of this Agreement.

Article VII. Prior Approval

Not Applicable

Article VIII. Reports

Not Applicable

Article IX. Termination

This Agreement may be terminated by either party by providing sixty (60) days written notice to the other party

Article X. Required Compliance

1. During the performance of this agreement, the participants agree to abide by the terms of Executive Order 11246 on non-discrimination and will not discriminate against any person because of race, color, religion, sex, or national origin. The participants will take affirmative action to ensure that applicants are employed without regard to their race, color, religion, sex, or national origin.
2. No member or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

3. The cost of furnishing services described herein shall be borne by the party furnishing such services and no claims for reimbursement shall be made upon the other party.
4. As a result of the activities authorized hereunder, COLO employees shall not under any circumstances be considered employees, agents or “borrowed servants” of the County. Under no circumstances shall the County’s employees be considered Federal employees, agents, or “borrowed servants” of the Service, nor shall employees of either party receive or be entitled to any compensation or benefits from the other party for any service performed under the terms of this agreement. NPS Rangers will be subject to the policy, regulations, and law of the federal government while rendering emergency law enforcement assistance and will conform to state and local procedures where there is no contradiction of federal policy, regulation, or law.
5. This agreement and the obligations of COLO and the County hereunder are subject to the availability of funds and resources, and nothing contained shall be construed as binding the Service to expend in any fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purposes of this Agreement for that fiscal year or as involving the Service an any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations, or as obliging the County to expend funds, other than as may be lawfully appropriated. Participation in this agreement in no way obligates COLO to obligate, and/or provide any funding to successfully implement the terms or conditions herein contained.
6. Nothing contained herein shall be construed to be a waiver of any immunity against suit or as a limitation on the rights of the parties to assert any otherwise available defense nor shall anything contained herein be construed as creating any third party beneficiary rights.
7. Each of the parties shall waive any and all claims against the other party hereto that may arise out of activities undertaken pursuant to this Agreement. Each party shall be responsible for administration of any claims or legal actions arising from the conduct of its own personnel pursuant to this Agreement, including the expense of investigation and/or defense of any such claims or legal actions, including but not limited to judgments, settlements, attorney and expert witness fees.

IN WITNESS WHEREOF, the parties have caused this Agreement # GA-4290-07-0001 to be executed by their duly authorized representatives this _____ day of _____, 2007.

National Park Service:

BY: _____

P. Daniel Smith
Superintendent
Colonial National Historical Park

James City County , Virginia:

BY: _____

Sanford Wanner
James City County Administrator
101C Mounts Bay Road
P.O. Box 8784
Williamsburg, Va. 23187

December 19, 2006

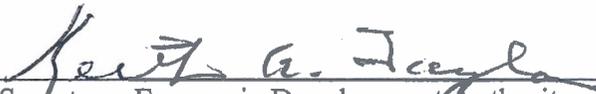
Board of Supervisors
James City County, Virginia
101 Mounts Bay Road
Williamsburg, Virginia 23185

**Economic Development Authority of James City County, Virginia
Proposed Financing for Virginia United Methodist Homes of Williamsburg, Inc.**

Virginia United Methodist Homes of Williamsburg, Inc. (the "Borrower") has requested that the Economic Development Authority of James City County, Virginia (the "Authority"), assist the Borrower in financing or refinancing: (1) the costs of the acquisition, construction and equipping of an approximately 460,276 square foot continuing care retirement community, expected to contain approximately 207 units, consisting of approximately 181 independent living units, 14 assisted living units and 12 healthcare units, all of which are located on an approximately 106 acre tract of land at 3975 WindsorMeade Way, James City County, Virginia, which is at the intersection of Monticello and WindsorMeade Way in James City County, Virginia, and (2) costs related to a debt service reserve fund, costs of issuance, capitalized interest, working capital and other expenses in connection with the issuance of the bonds and the proposed project (the "Project"), by the issuance of its revenue bonds, in one or more series from time to time, in an amount not to exceed \$130,000,000 (the "Bonds").

As set forth in the resolution of the Authority attached hereto (the "Resolution"), the Authority has agreed to issue its Bonds as requested. The Authority has conducted a public hearing on the proposed financing of the Project and has recommended that you approve the issuance of the Bonds as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, and Section 15.2-4906 of the Code of Virginia of 1950, as amended.

Attached hereto is (1) a certificate evidencing the conduct of the public hearing and the action taken by the Authority, (2) the Fiscal Impact Statement required pursuant to Virginia Code Section 15.2-4907, and (3) the form of resolution suggested by counsel to evidence your approval.


Secretary, Economic Development Authority
of James City County, Virginia

CERTIFICATE

The undersigned Secretary of the Economic Development Authority of James City County, Virginia (the "Authority") certifies as follows:

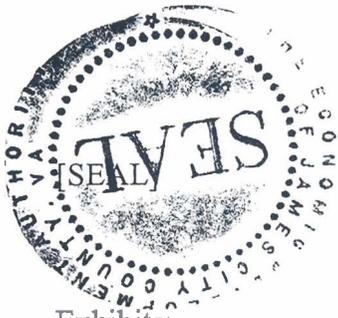
1. A meeting of the Authority was duly called and held on December 19, 2006, at 3:00 o'clock p.m. in the Main Conference Room of Building C, James City County Government Center, 101-C Mounts Bay Road, James City County, Virginia 23187, pursuant to proper notice given to each Director of the Authority before such meeting. The meeting was open to the public. The time of the meeting and the place at which the meeting was held provided a reasonable opportunity for persons of differing views to appear and be heard.

2. The Chairman announced the commencement of a public hearing on the application of Virginia United Methodist Homes of Williamsburg, Inc. and that a notice of the hearing was published once a week for two successive weeks in a newspaper having general circulation in James City County, Virginia (the "Notice"), with the second publication appearing not less than seven days and no more than twenty-one days prior to the hearing date. A copy of the Notice has been filed with the minutes of the Authority and is attached as Exhibit A.

3. A summary of the statements made at the public hearing is attached as Exhibit B.

4. Attached as Exhibit C is a true, correct and complete copy of a resolution (the "Resolution") adopted at such meeting of the Authority by a majority of the Directors present at such meeting. The Resolution constitutes all formal action taken by the Authority at such meeting relating to matters referred to in the Resolution. The Resolution has not been repealed, revoked, rescinded or amended and is in full force and effect on this date.

WITNESS my hand and the seal of the Authority, this 19th day of December, 2006.




Secretary, Economic Development Authority
of James City County, Virginia

Exhibits:

- A - Copy of Certified Notice from Newspaper
- B - Summary of Statements
- C - Public Hearing Resolution

THE VIRGINIA GAZETTE

Containing the freest Advice, Foreign and Domestic.

216 Ironbound Road, Williamsburg, VA 23188

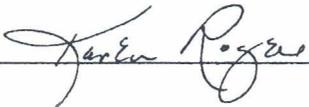
Williamsburg, VA December 11, 2006

This is to certify that the attached advertisement was published once a week for TWO successive weeks in THE VIRGINIA

GAZETTE, the first publication being

DECEMBER 02, 2006.

THE VIRGINIA GAZETTE

BY 

Legal Advertisement:
Notice of Public Hearing

12/02 1 x 11 inches @ \$14 per inch =	\$154.00
12/09 1 x 11 inches @ \$14 per inch =	\$154.00
Total	\$308.00

McGuireWoods, LLP
Jessica C. Kleinhans
One James Center
901 East Cary Street
Richmond, VA 23219

**NOTICE OF PUBLIC HEARING ON
PROPOSED
REVENUE BOND FINANCING BY
ECONOMIC DEVELOPMENT
AUTHORITY OF
COUNTY, VIRGINIA**

Notice is hereby given that the Economic Development Authority of James City County, Virginia (the "Authority"), will hold a public hearing on the application of Virginia United Methodist Homes of Williamsburg, Inc. (the "Borrower"), whose address is 3975 WindsorMeade Way, James City County, Virginia 23185, requesting the Authority to issue up to \$130,000,000 of its revenue bonds, in one or more series from time to time, to assist the Borrower in financing or refinancing: (a) the costs of the acquisition, construction and equipping of an approximately 460,276 square foot continuing care retirement community, expected to contain approximately 207 units, consisting of approximately 181 independent living units, 14 assisted living units and 12 healthcare units, all of which are expected to be located on an approximately 108-acre tract of land at 3975 WindsorMeade Way, James City County, Virginia, which is at the intersection of Monticello and WindsorMeade Way in James City County, Virginia, and (b) costs related to a debt service reserve fund, costs of issuance, capitalized interest, working capital and other expenses in connection with the issuance of the bonds and the proposed project (the "Project").

The issuance of revenue bonds as requested by the Borrower will not constitute a debt or pledge of the faith and credit of the Commonwealth of Virginia or James City County, Virginia, and neither the faith and credit nor the taxing power of the Commonwealth of Virginia or any political subdivision thereof will be pledged to the payment of such bonds.

The public hearing, which may be continued or adjourned, will be held at 3:00 o'clock p.m. on December 19, 2006, before the Authority, in the Main Conference Room of Building C, James City County Government Center, 101 Mounts Bay Road, James City County, Virginia 23187. Any person interested in the issuance of the bonds or the location or nature of the proposed project may appear at the hearing and present his or her views. Information regarding the Borrower's application is on file and is

open for inspection at the Authority's office during business hours.

Economic Development Authority of James City County, Virginia

12-02; 12-09

EXHIBIT B

Summary of Statements

Representatives of Virginia United Methodist Homes of Williamsburg, Inc. appeared before the Authority to explain the project and the financing. No one appeared in opposition to the proposed bond issue.

**RESOLUTION OF THE ECONOMIC DEVELOPMENT AUTHORITY
OF JAMES CITY COUNTY, VIRGINIA
AUTHORIZING THE ISSUANCE OF UP TO \$130,000,000
REVENUE BONDS FOR THE BENEFIT OF
VIRGINIA UNITED METHODIST HOMES OF WILLIAMSBURG, INC.**

WHEREAS, the Economic Development Authority of James City County, Virginia, a political subdivision of the Commonwealth of Virginia (the "Authority"), is empowered by the Industrial Development and Revenue Bond Act, Chapter 49, Title 15.2, Code of Virginia of 1950, as amended (the "Act"), to issue its revenue bonds to protect and promote the health and welfare of the inhabitants of the Commonwealth of Virginia by assisting in the financing of medical facilities and facilities for the residence or care of the aged owned and operated by organizations which are exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, as amended;

WHEREAS, the Authority has received a request from Virginia United Methodist Homes of Williamsburg, Inc., a Virginia non-stock, not-for-profit corporation (the "Borrower"), requesting that the Authority issue its revenue bonds to assist in financing or refinancing (1) the costs of acquisition, construction and equipping of an approximately 460,276 square foot continuing care retirement community, expected to contain approximately 207 units, consisting of approximately 181 independent living units, 14 assisted living units and 12 healthcare units, all of which are located on an approximately 106 acre tract of land at 3975 WindsorMeade Way, James City County, Virginia, which is at the intersection of Monticello and WindsorMeade Way in James City County, Virginia, and (2) costs related to a debt service reserve fund, costs of issuance, capitalized interest, working capital and other expenses in connection with the issuance of the bonds and the proposed project (collectively, the "Project");

WHEREAS, such assistance will benefit the inhabitants of James City County, Virginia and the Commonwealth of Virginia, either through the increase of their commerce or through the promotion of their safety, health, welfare, convenience or prosperity;

WHEREAS, preliminary plans for the Project have been described to the Authority and a public hearing has been held as required by Section 147(f) of the Internal Revenue Code of 1986, as amended, (the "Code") and Section 15.2-4906 of the Act;

WHEREAS, the Borrower has represented that the estimated cost of the financing of the Project and all expenses of the issue will require an issue of revenue bonds in the aggregate principal amount not to exceed \$130,000,000;

WHEREAS, (a) no member of the Board of Directors of the Authority is an officer or employee of James City County, Virginia, (b) each member has, before entering upon his duties during his or her present term of office, taken and subscribed to the oath prescribed by Section 49-1 of the Code of Virginia of 1950, as amended and (c) at the time of their appointments and at all times thereafter, including the date hereof, all of the members of the Board of Directors of the Authority have satisfied the residency requirements of the Act; and

WHEREAS, no member of the Board of Directors of the Authority has any personal interest or business interest in the Borrower or the bonds or has otherwise engaged in conduct prohibited under the Conflict of Interests Act, Chapter 31, Title 2.2 of the Code of Virginia of 1950, as amended in connection with this resolution or any other official action of the Authority in connection therewith.

NOW, THEREFORE, BE IT RESOLVED BY THE ECONOMIC DEVELOPMENT AUTHORITY OF JAMES CITY COUNTY, VIRGINIA:

1. It is hereby found and determined that the acquisition, construction and equipping of the Project will be in the public interest and will promote the commerce, safety, health, welfare, convenience or prosperity of the Commonwealth of Virginia, James City County, Virginia and their citizens and will assist in providing for the residence and care of the aged in accordance with their special needs.

2. The Authority hereby agrees to assist the Borrower in financing the Project by undertaking the issuance of its revenue bonds in an amount not to exceed \$130,000,000 upon terms and conditions mutually agreeable to the Authority and the Borrower. The bonds will be issued pursuant to documents satisfactory to the Authority. The bonds may be issued in one or more series at one time or from time to time.

3. It having been represented to the Authority that it is necessary to proceed immediately with the Project, and the planning therefor, the Authority agrees that the Borrower may proceed with plans for the Project, enter into contracts for land, construction, materials and equipment for the Project, and take such other steps as it may deem appropriate in connection with the Project, provided, however, that nothing in this resolution shall be deemed to authorize the Borrower to obligate the Authority without its consent in each instance to the payment of any moneys or the performance of any acts in connection with the Project. The Authority agrees that the Borrower may be reimbursed from the proceeds of the bonds for all expenditures and costs so incurred by it, provided such expenditures and costs are properly reimbursable under the Act and applicable federal laws.

4. At the request of the Borrower, the Authority approves McGuireWoods LLP, Richmond, Virginia, as Bond Counsel in connection with the issuance of the bonds.

5. All costs and expenses in connection with the financing of the Project and the construction and equipping of the Project, including the fees of the Authority, the fees and expenses of Bond Counsel and Authority Counsel, shall be paid by the Borrower or, to the extent permitted by applicable law, from the proceeds of the bonds. If for any reason such bonds are not issued, it is understood that all such fees and expenses shall be paid by the Borrower and that the Authority shall have no responsibility therefor. Neither the Authority, including its officers, directors, employees and agents, nor James City County shall be liable and wholly disclaims all liability to the Borrower and its affiliated entities for any damages, direct or consequential, resulting from the failure of the Authority to issue the bonds for any reason.

6. By submitting this resolution to the Authority, the Borrower has agreed to indemnify and save harmless the Authority and its officers, directors, employees and agents from

and against all liabilities, obligations, claims, damages, penalties, losses, costs and expenses in any way connected with the Project or the bonds.

7. In adopting this resolution the Authority intends to take "official action" toward the issuance of the bonds and to evidence its "official intent" to reimburse from the proceeds of the bonds any expenditures paid by the Borrower to finance the acquisition, construction and equipping of the Project and the planning therefor before the issuance of the bonds, all within the meaning of regulations issued by the Internal Revenue Service pursuant to Sections 103 and 141 through 150 and related sections of the Code.

8. The Authority recommends that the Board of Supervisors of James City County, Virginia, approve the issuance of the bonds.

9. No bonds may be issued pursuant to this resolution until such time as the issuance of the bonds has been approved by the Board of Supervisors of James City County, Virginia.

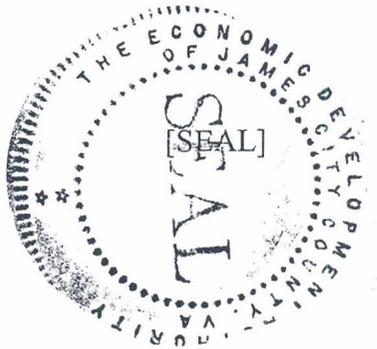
10. All other acts of the Authority that are in conformity with the purposes and intent of this resolution and in furtherance of the issuance and sale of the bonds and the acquisition, construction, and equipping of the Project are hereby ratified, approved and confirmed.

11. This resolution shall take effect immediately upon its adoption.

CERTIFICATE

The undersigned Secretary of the Economic Development Authority of James City County, Virginia (the "Authority") certifies that the foregoing is a true, correct and complete copy of a resolution adopted by a majority of the Directors of the Authority present and voting at a meeting duly called and held on December 19, 2006, in accordance with law, and that such resolution has not been repealed, revoked, rescinded or amended but is in full force and effect on this date.

WITNESS the following signature and seal of the Authority, this 19th day of December, 2006.




Secretary of the Economic Development Authority
of James City County, Virginia

**FISCAL IMPACT STATEMENT
FOR PROPOSED BOND FINANCING**

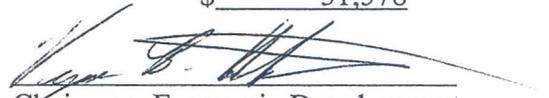
Date: December 19, 2006

To the Board of Supervisors of James City County, Virginia

Name of Applicant: Virginia United Methodist Homes of Williamsburg, Inc.

Facility: Financing of the acquisition, construction and equipping of the new continuing care retirement community

- | | |
|--|-----------------------|
| 1. Maximum amount of financing sought | \$ <u>130,000,000</u> |
| 2. Estimated taxable value of the facility's real property to be constructed in the municipality | \$ _____ 0* |
| 3. Estimated real property tax per year using present tax rates | \$ _____ 0* |
| 4. Estimated personal property tax per year using present tax rates | \$ _____ 0* |
| 5. Estimated merchants' capital tax per year using present tax rates | \$ _____ 0* |
| 6. (a) Estimated dollar value per year of goods that will be purchased from Virginia companies within the locality | \$ <u>999,134</u> |
| (b) Estimated dollar value per year of goods that will be purchased from non-Virginia companies within the locality | \$ <u>249,783</u> |
| (c) Estimated dollar value per year of services that will be purchased from Virginia companies within the locality | \$ <u>1,318,266</u> |
| (d) Estimated dollar value per year of services that will be purchased from non-Virginia companies within the locality | \$ <u>329,566</u> |
| 7. Estimated number of regular employees on year round basis | _____ 102 |
| 8. Average annual salary per employee | \$ <u>31,578</u> |


Chairman, Economic Development
Authority of James City County, Virginia

If one or more of the above questions do not apply to the facility indicate by writing N/A (not applicable) on the appropriate line.

* The applicant intends to apply for a real estate and personal property tax exemption.