

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 23RD DAY OF SEPTEMBER, NINETEEN HUNDRED NINETY-ONE, AT 1:07 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

Thomas K. Norment, Jr., Chairman, Roberts District
Judith N. Knudson, Vice Chairman, Jamestown District

Perry M. DePue, Powhatan District
Jack D. Edwards, Berkeley District
Stewart U. Taylor, Stonehouse District
Sanford B. Wanner, Assistant County Administrator
Frank M. Morton, III, County Attorney

B. MINUTES - September 9, 1991

Mr. Norment asked if there were corrections or additions to the minutes.

Mr. Norment made a motion to approve the minutes.

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

C. HIGHWAY MATTERS

Mr. Frank N. Hall, Resident Engineer for the Virginia Department of Transportation, stated this meeting was his last meeting before his retirement, and introduced Mr. Quentin Elliott, Assistant Resident Engineer, who would attend future meetings until a successor was named. Mr. Hall stated that he was available for questions.

Ms. Knudson once again asked about the hidden entrance at Lakewood subdivision and street signs in Lakewood subdivision.

Mr. Hall replied that no response was available at this time.

Ms. Knudson asked that the ditches be checked along Sandy Bay Road for erosion, allowing silt to flow into Powhatan Creek.

Mr. DePue expressed his pleasure of working with Mr. Hall and asked about status of Williamsburg West citizen's request and lighting in the area of The Mews.

Staff responded that a reply had been sent to the Williamsburg West citizen, and the County had contracted with Virginia Power to install lighting at The Mews area.

Mr. Norment read the resolution recognizing Mr. Frank N. Hall upon his retirement from the Virginia Department of Transportation, effective October 1, 1991.

Board members individually congratulated Mr. Hall on his retirement and expressed appreciation for his cooperation and years of service to the County.

Mr. Hall thanked the Board and stated the Department of Transportation appreciated the Board's support and understanding over the years.

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

R E S O L U T I O N

CERTIFICATE OF APPRECIATION

WHEREAS, Frank N. Hall has served as Resident Engineer for the Virginia Department of Transportation, Williamsburg Residency, for approximately fourteen years; and

WHEREAS, Frank N. Hall has worked with James City County to provide transportation services for our citizens; and

WHEREAS, during his tenure, a portion of Route 199 was completed, the Longhill Connector Road constructed, and highway safety improvements initiated; and

WHEREAS, Frank N. Hall will retire effective October 1, 1991, after thirty-five years of service to the Commonwealth of Virginia.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, expresses thanks to Frank N. Hall for services rendered to James City County and extends its best wishes for a happy retirement.

D. CONSENT CALENDAR

Mr. Norment asked if any Board member wished to remove an item from the Consent Calendar.

Mr. DePue made a motion to approve the Consent Calendar.

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

1. School Board Appropriation AmendmentR E S O L U T I O NAMENDMENT OF SCHOOL APPROPRIATION - FY 1992

WHEREAS, the Board of Supervisors of James City County appropriates funds for the operations of the Williamsburg James City County School Board; and

WHEREAS, the School Board has approved several budget adjustments, subject to appropriation, and has requested that the County amend the current appropriation for FY 1992.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby amends its previous appropriation of funds for the Williamsburg-James City County School Board for the 1992 fiscal year, as follows:

Previously appropriated	\$32,736,816
Amendments	<u>620,196</u>
Appropriations, as amended	\$33,357,012

2. Dedication of Streets in Greyhound EstatesR E S O L U T I O NDEDICATION OF STREETS IN GREYHOUND ESTATES

WHEREAS, the developer of Greyhound Estates has requested the Board of Supervisors to include certain streets in the State Secondary Highway System; and

WHEREAS, the Board of Supervisors desires certain streets in Greyhound Estates to be included in the State Secondary Highway System, provided these streets meet with the requirements of the Virginia Department of Transportation, and providing that any alterations, corrections, or other matters that might be found desirable by the Virginia Department of Transportation are made within a ninety (90) day period from the date that the Virginia Department of Transportation makes its final inspection.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the Virginia Department of Transportation be, and is hereby respectfully requested, contingent on the above, to include the following streets in Greyhound Estates, Berkeley Election District, James City County, in the State Secondary Highway System:

1. Logan Place, 50-foot right-of-way
From: Route 658 (Olde Towne Road)
To: End of cul-de-sac
Distance: 290 feet (0.05 mile)

The rights-of-way of 50 feet, along with drainage easements, are guaranteed as evidenced by the following plats of record:

Greyhound Estates, recorded in Plat Book 35, page 113, dated December 20, 1979.

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

3. Virginia Housing Partnership Funds

R E S O L U T I O N

SUPPORT VIRGINIA HOUSING PARTNERSHIP FUNDS

FOR THE 1993-94 BIENNIUM

WHEREAS, safe, decent and affordable housing is a major need for low- and moderate-income persons in James City County and throughout the Commonwealth; and

WHEREAS, housing was identified as the most serious unmet need in the Needs Assessment for the Greater Williamsburg Area published by United Way; and

WHEREAS, affordable housing was identified as a critical issue in James City County Comprehensive Plan public hearings; and

WHEREAS, the Virginia Housing Partnership Fund is designed to address the need for safe, decent and affordable rental housing; home ownership assistance; congregate and assisted housing; homeless prevention, intervention, emergency shelter and transitional and permanent housing for the homeless; and housing preservation and development; and

WHEREAS, the Virginia Housing Partnership Fund Indoor Plumbing and Local Housing Rehabilitation Programs have to date provided more than 35 James City County low- and moderate-income households with indoor plumbing improvements and rehabilitation assistance; and

WHEREAS, the Virginia Housing Partnership Fund Emergency Home Repair Program has assisted over 100 low-income households with emergency home repairs; and

WHEREAS, the Virginia Housing Partnership Fund Home Ownership Assistance Program has enabled more than 17 low- and moderate-income to purchase homes with down payment assistance or permanent financing assistance; and

WHEREAS, the Virginia Housing Partnership Fund SHARE Homeless Intervention Program has provided temporary rental, mortgage and security deposit assistance to more than 124 households; and

WHEREAS, the Virginia Housing Partnership Fund has been an effective tool in creating partnerships between County government, nonprofit organizations and the private sector to address critical housing issues.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that the undersigned endorse and support the restoration of the Virginia Housing Partnership Fund to the General Fund Budget of the Commonwealth of Virginia at the level of \$50 million for the 1993-94 biennium.

BE IT FURTHER RESOLVED that we hereby petition the Governor of Virginia to include such funding in this 1993-94 Biennial General Fund Budget to be presented to the 1992 General Assembly; and

BE IT FURTHER RESOLVED that we petition all members of the General Assembly of Virginia to allocate \$50 million for the Virginia Housing Partnership Fund in the 1993-94 Biennial General Fund Budget adopted for the Commonwealth of Virginia.

4. VHPF Indoor Plumbing Program Grant

R E S O L U T I O N

APPROPRIATION OF FUNDS FOR THE VHPF - INDOOR PLUMBING PROGRAM

WHEREAS, the Virginia Department of Housing and Community Development has awarded James City County a grant of \$176,883 under the VHPF - Indoor Plumbing Program; and

WHEREAS, this grant was awarded subsequent to adoption of the FY 1992 Budget and is to be administered by the Office of Housing and Community Development.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes the County Administrator to execute the grant agreement.

BE IT FURTHER RESOLVED that the appropriated funds for the Office of Housing and Community Development be amended as follows:

Revenue

VHPF - Indoor Plumbing Program	<u>\$176,883</u>
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Expenditures

Plumbing and Rehabilitation	\$145,000
Energy-related Rehabilitation	17,383
Administration	<u>14,500</u>
	<u>\$176,883</u>

E. PUBLIC HEARINGS1. Case No. SUP-24-91. Gordon A. Jones

Mr. Allen J. Murphy, Jr., Principal Planner, stated that Mr. Gordon A. Jones had applied for a special use permit to allow placement of a manufactured home on .413 acres, zoned A-1, located at 7607 Beechwood Drive, further identified as Parcel No. (11-4) on James City County Real Estate Tax Map No. (19-1).

Staff recommended approval of the case with conditions listed in the resolution.

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

Mr. Taylor made a motion to approve the resolution.

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

R E S O L U T I O NCASE NO. SUP-24-91. GORDON A. JONES, MANUFACTURED HOME

WHEREAS, it is understood that all conditions for the consideration of an application for a Special Use Permit have been met.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that a Special Use Permit be granted for the placement of a manufactured home on property owned and developed by the applicant as described below and on the attached site location map.

Applicant: Mr. Gordon A. Jones

Real Estate Tax Map ID: (19-1)

Parcel No.: (11-4)

Address: 7607 Beechwood Drive

District: Stonehouse

Zoning: A-1

Conditions:

1. The manufactured home shall have no more than 2 bedrooms.
2. A detailed description of the manufactured home shall be furnished to the Director of Planning prior to its placement. Any replacement of this manufactured home shall require a new permit from the Board of Supervisors. If the permit is not exercised, it shall become void one year from the date of approval.
3. The manufactured home shall be skirted and meet the requirements of the Department of Housing and Urban Development Manufactured Home Construction Safety Standards.
4. Landscaping shall be provided in the amount of five evergreen shrubs, 18 to 24 inches in height at planting. A landscaping plan shall be submitted to the Director of Planning for approval prior to the placement of the manufactured home.

2. Case No. SUP-25-91. Levi Hawkins

Mr. Murphy stated that Mr. Levi Hawkins had applied for a special use permit to allow placement of a manufactured home on 2.737 acres, zoned R-8, located at 2598 Little Creek Dam Road, further identified as Parcel No. (1-7) on James City County Real Estate Tax Map No. (21-4).

Staff recommended approval of the case with conditions listed in the resolution.

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

Mr. Taylor made a motion to approve the resolution.

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

R E S O L U T I O N

CASE NO. SUP-25-91. LEVI HAWKINS

WHEREAS, it is understood that all conditions for the consideration of an application for a Special Use Permit have been met.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that a Special Use Permit be granted for the placement of a manufactured home on property owned and developed by the applicant as described below and on the attached site location map.

Applicant: Mr. Levi Hawkins

Real Estate Tax Map ID: (21-4)

Parcel No.: (1-7)

Address: 2598 Little Creek Dam Road

District: Stonehouse

Zoning: R-8

- Conditions:
1. This permit shall be valid only for the manufactured home applied for. If the manufactured home is removed, this permit shall become void. Any replacement shall require a new permit from the Board of Supervisors. If the permit is not exercised, it shall become void one year from the date of approval.
 2. The manufactured home shall be skirted and meet the requirements of the Department of Housing and Urban Development Manufactured Home Construction Safety Standards.
 3. The existing dwelling shall be removed within thirty days of the placement of the manufactured home.

4. The existing trees and shrubs on site shall be protected during the removal of the existing dwelling and the placement of the manufactured home in order to insure that adequate screening will remain between the unit and Little Creek Dam Road.

3. Case No SUP-28-91. Child Development Resources, Inc. (RPOD)

Mr. Sanford B. Wanner, Assistant County Administrator, stated the case was inadvertently advertised, that staff was reviewing, and asked that the Board defer the matter until the October 14, 1991, meeting.

Mr. Norment opened the public hearing, and with no objections, continued the public hearing until October 14, 1991, Board of Supervisors' meeting.

4. Outdoor Gathering, Williamsburg Scottish Festival

Mr. Wanner stated that Williamsburg Scottish Festival, Inc., had applied to hold an outdoor gathering on September 28, 1991, from 9:00 a.m. to 5:00 p.m. at the Williamsburg Winery, 2638 Lake Powell Road.

County and Health Department reviewed the application and staff recommended approval of the permit with conditions listed in the distributed resolution highlighted to show changes.

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

The Board asked if a plan for traffic control was in place.

Staff responded in the affirmative.

Mr. Norment made a motion to approve the substituted resolution.

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

R E S O L U T I O N

OUTDOOR GATHERING PERMIT

WHEREAS, James City County received an application from the Williamsburg Scottish Festival, Inc., to hold an outdoor gathering on September 28, 1991, from 9:00 a.m. to 5:00 p.m., at the Williamsburg Winery, 2638 Lake Powell Road; and

WHEREAS, the application was reviewed and approved with comments by the James City County Fire Chief, Police Chief, Emergency Medical Coordinator, the Health Department, the Building Official and the Zoning Administrator.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, authorizes the County Administrator, or his designee, to issue a permit to the Williamsburg Scottish Festival, Inc., to hold the proposed outdoor gathering with the following conditions:

1. The Williamsburg Scottish Festival, Inc., shall adhere to the provisions of the Outdoor Gathering Permit Application, the comments to the Application and the Fire Protection Plan; and
2. The private well or wells at the Winery shall not be used for any purpose related to human consumption; and
3. The Williamsburg Scottish Festival, Inc., shall not use or advertise the use of the Winery Building for any event or activity or for any administrative purpose of the Festival. The Williamsburg Winery shall not be listed as an official Festival vendor.
4. Every tent, shelter, or other temporary facility regulated by the Virginia Uniform Statewide Building Code (VUSBC) shall be inspected by the Building Official and meet the requirements of the VUSBC prior to noon on Friday, September 27, 1991.
5. The Winery Building may be used for tours and retail sales; however, such guided tours shall be limited to two per hour with no more than 50 persons per tour during the hours of the Festival. In addition, use of the rest room facilities in the Winery Building shall be limited to employees of the Winery. Appropriate signs specifying such limitation shall be posted near the rest room facilities.

5. VPSA Bond Issue - Grove School

Mr. John E. McDonald, Manager of Financial and Management Services, stated that the Virginia Public School Authority had requested the Board to authorize issuance of bonds in the amount of \$4,000,000 in November and \$3,610,000 next Spring.

Staff recommended approval of the two resolutions.

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

Mr. Norment made a motion to approve the resolutions.

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

The undersigned Clerk of the Board of Supervisors of James City County, Virginia, hereby certifies as follows:

1. A regular meeting of the Board was held on September 23, 1991, at the time and place established by such Board for its regular meetings in accordance with Section 15.1-536 of the Code of Virginia of 1950, as amended, at which the following members were present and absent:

PRESENT: Perry M. DePue
Stewart U. Taylor
Jack D. Edwards
Judith N. Knudson
Thomas K. Norment, Jr.

ABSENT: None

2. A resolution entitled "Resolution Providing for the Issuance of \$4,000,000 School Bonds, 1991 Series B, of James City County, Virginia, Heretofore Authorized, to Be Sold to the Virginia Public School Authority, and Setting Forth the Form and Details Thereof" was adopted by a majority of all members of the Board by a roll call vote, the ayes and nays being recorded in the minutes of the meeting as shown below:

<u>MEMBER</u>	<u>VOTE</u>
DePue	Aye
Taylor	Aye
Edwards	Aye
Knudson	Aye
Norment	Aye

3. Attached hereto is a true, correct and complete copy of such resolution as adopted at such meeting.

WITNESS my signature and the seal of the Board of Supervisors of James City County, Virginia, this 23rd day of September, 1991.

RESOLUTION PROVIDING FOR THE ISSUANCE OF \$4,000,000 SCHOOL BONDS, 1991 SERIES B, OF JAMES CITY COUNTY, VIRGINIA, HERETOFORE AUTHORIZED, TO BE SOLD TO THE VIRGINIA PUBLIC SCHOOL AUTHORITY, AND SETTING FORTH THE FORM AND DETAILS THEREOF

WHEREAS, by resolution adopted September 23, 1991, the Board of Supervisors (the "Board") of James City County, Virginia (the "County"), authorized the issuance of its general obligation bonds in the maximum amount of \$4,000,000 to finance capital projects for school purposes, none of which bonds have been issued and sold; and

WHEREAS, the Virginia Public School Authority, a state agency prescribed by the General Assembly of Virginia pursuant to Article VII, Section 10(b) of the Constitution of Virginia (the "VPSA"), has offered to purchase the County's \$4,000,000 school bonds pursuant to a Bond Sale Agreement with the VPSA (the "Bond Sale Agreement");

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JAMES CITY COUNTY, VIRGINIA:

1. Issuance of Bonds and Use of Proceeds. The Board hereby provides for the issuance and sale of all of the County's \$4,000,000 school bonds described above (the "Bonds") in the form and upon the terms established pursuant to this Resolution.

2. Sale of Bonds. It is determined to be in the best interest of the County to accept the offer of the VPSA to purchase the Bonds, and to sell the Bonds to the VPSA at par upon the terms established pursuant to this Resolution. The Chairman of the Board and the County Administrator, or either of them, are hereby authorized and directed to execute the Bond Sale Agreement in substantially the form submitted to the Board at this meeting, which is hereby approved, and deliver it to the VPSA.

3. Details of Bonds. The Bonds shall be issuable in registered form in denominations of \$5,000 and whole multiples thereof; shall be dated the date of their issuance and delivery; shall be designated "School Bonds, 1991 Series B;" shall bear interest payable semiannually on June 15 and December 15 (each an Interest Payment Date), beginning June 15, 1992, at the rate or rates, and shall mature on December 15 in the years (each a "Principal Payment Date") and in the amounts, established in accordance with Section 4.

Interest on each Bond shall be payable (a) from its date, if it is authenticated prior to June 15, 1992, or (b) otherwise from the June 15 or December 15 that is, or immediately precedes, the date on which it is authenticated (unless payment of interest thereon is in default, in which case such Bond shall bear interest from the date to which interest has been paid) Principal and premium, if any, shall be payable, subject to the provisions of Section 6, to the registered owners upon surrender of the Bonds as they become due at the principal corporate trust office of Crestar Bank, Richmond, Virginia, the Registrar. Subject to the provisions of Section 6, interest shall be payable by check or draft mailed to the registered owners at their addresses as they appear on registration books kept by the Registrar on the

first day of the month of the interest payment date. Principal, premium, if any, and interest shall be payable in lawful money of the United States of America.

4. Award of Bonds; Interest Rates. The County Administrator is hereby authorized and directed to award the Bonds to the VPSA at a price of par and at an interest rate or rates established by the VPSA, provided that no such interest rate shall be more than ten one-hundredths of one percent (0.10%) over the annual rate to be paid by the VPSA for the corresponding maturity of the bonds to be issued by the VPSA (the "VPSA Bonds"), a portion of the proceeds of which will be used to purchase the Bonds, and provided further, that no interest rate on the Bonds shall exceed nine percent (9%) per year. Principal of the Bonds shall be payable in installments in years and amounts as set forth on Schedule I attached hereto; provided, however, that the County Administrator is hereby authorized to award the Bonds to the VPSA in accordance with a principal payment schedule different from that set forth on Schedule I attached hereto as the VPSA may propose, provided that such schedule shall include annual payments in the years 1992 through 2011, inclusive. The execution and delivery of the Bonds as described in Section 8 hereof shall conclusively evidence the same as having been approved and authorized by this Resolution.

5. Form of Bonds When Owned by VPSA. For as long as the VPSA is the registered owner of the Bonds, the Bonds shall be in the form of a single, temporary typewritten bond substantially in the form of Exhibit A attached hereto. Upon 20 days written notice from the VPSA, the County shall deliver, at its expense, Bonds in marketable form in denominations of \$5,000 and whole multiples thereof, as requested by the VPSA, in exchange for the temporary typewritten Bond. Such Bonds in marketable form shall be in substantially the form of Exhibit A attached hereto, with such changes as shall be necessary or appropriate for the Bonds to be in marketable form, as are not inconsistent with the terms of this Resolution and as may be approved by the County officials executing such Bonds.

6. Payment to VPSA; Paying Agent and Registrar.

a. For as long as the VPSA is the registered owner of the Bonds, all payments of principal of, premium, if any, and interest on the Bonds shall be made in immediately available funds to the VPSA at or before 11:00 a.m. (Richmond, Virginia, time) on the applicable Interest Payment Date and Principal Payment Date or date fixed for prepayment or redemption, or, if such date is not a business day for Virginia banks or for the Commonwealth of Virginia, then at or before 11:00 a.m. (Richmond, Virginia, time) on the business day next preceding such Interest Payment Date and Principal Payment Date or date fixed for prepayment or redemption; and

b. All overdue payments of principal, and interest to the extent permitted by law, shall bear interest at the applicable interest rate or rates on the Bonds.

c. Crestar Bank, Richmond, Virginia, is designated as Bond Registrar and Paying Agent for the Bond (the "Registrar")

7. Prepayment or Redemption. The principal installments of the Bonds held by the VPSA coming due on or before December 15, 2001, and the definitive Bonds for which the Bonds held by the VPSA may be exchanged that mature on or before December 15, 2001, are not subject to prepayment or redemption prior to their stated maturities. The principal installments of the Bonds held by the VPSA coming due after December 15, 2001, and the definitive Bonds that mature after December 15, 2001, are subject to prepayment or redemption at the County's option prior to their stated maturities in whole or in part, on any date on or after December 15, 2001, upon payment of the prepayment or redemption prices (expressed as percentages of principal installments to be prepaid or the principal amount of the Bonds to be redeemed) set forth below plus accrued interest to the date set for prepayment or redemption:

December 15, 2001 to December 14, 2002, inclusive	103%
December 15, 2002 to December 14, 2003, inclusive	102
December 15, 2003 to December 14, 2004, inclusive	101
December 15, 2004 and thereafter	100

Provided, however, that while the VPSA is the registered owner of the Bonds, the Bonds shall not be subject to prepayment or redemption prior to their stated maturities as described above without first obtaining the prior written consent of the VPSA. Notice of any such prepayment or redemption shall be given by the Registrar to the registered owner by registered mail not more than 90 nor less than 30 days before the date fixed for prepayment or redemption.

8. Execution of Bonds. The Bonds shall be signed by the manual or facsimile signature of the Chairman or Vice Chairman of the Board, shall be countersigned by the manual or facsimile signature of the Clerk of the Board and the Board's seal shall be affixed thereto or a facsimile thereof printed thereon; provided, however, that if both of such signatures are facsimiles, no bond shall be valid until it has been authenticated by the manual signature of an authorized officer or employee of the Registrar and the date of authentication noted thereon.

9. Pledge of Full Faith and Credit. For the prompt payment of the principal of and the premium, if any, and interest on the Bonds provided for by this Resolution as the same shall become due, the full faith and credit of the County are hereby irrevocably pledged. In each year while any of the Bonds shall be outstanding, the Board shall levy and collect in accordance with law an annual ad valorem tax upon all taxable property in the County subject to local taxation sufficient in amount to provide for the payment of the principal of and the premium, if any, and interest on the Bonds as such principal, premium and interest shall become due, which tax shall be without limitation as to rate or amount and in addition to all other taxes authorized to be levied in the County, to the extent other funds of the County are not lawfully available and appropriated for such purpose.

10. State Non-Arbitrage Program; Proceeds Agreement. In accordance with the requirements of the VPSA, the Board hereby determines that it is in the County's best interests to participate in the State Non-Arbitrage Program in connection with the Bonds, and hereby authorizes and directs the County Treasurer to take such action as shall be necessary or desirable therefor.

The Chairman of the Board of Supervisors or the County Administrator is hereby authorized and directed to execute and deliver a Proceeds Agreement with respect to the deposit and investment of proceeds of the Bonds by and among the County, the other participants in the sale of the VPSA Bonds, the VPSA, Public Financial Management, Inc., as investment manager, and Central Fidelity Bank, as depository; provided, however, that such proceeds shall be invested in such manner that none of the Bonds will be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended, including regulations applicable to the Bonds (the "Code"). The Proceeds Agreement shall be in such form as shall be approved by the County's bond counsel.

11. Maintenance of Tax Exemption. The County hereby covenants that it shall not take or omit to take any action the taking or omission of which will cause the Bonds to be arbitrage bonds" within the meaning of Code Section 148, or otherwise cause interest on the Bonds to be includable in the gross income for federal income tax purposes of the registered owners thereof under existing law. Without limiting the generality of the foregoing, the County shall comply with any provision of law that may require the County at any time to rebate to the United States any part of the earnings derived from the investment of the gross Proceeds of the Bonds. The County shall pay any such required rebate from its general funds.

12. Use of Proceeds Certificate. The County Administrator and the County Treasurer are hereby authorized and directed to execute a Use of Proceeds Certificate or Certificates setting forth the expected use and investment of the Proceeds of the Bonds and containing such covenants as may be necessary in order to show compliance with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"), and applicable regulations relating to the exclusion from gross income of interest on the Bonds and on the VPSA Bonds. The Board, on behalf of the County, covenants that the proceeds from the issuance and sale of the Bonds will be invested and expended as set forth in such Use of Proceeds Certificate and other Certificates and that the County shall comply with the other covenants and representations contained therein. Furthermore, the Board, on behalf of the County, covenants that the County shall comply with the provisions of the Code so that interest on the Bonds and on the VPSA Bonds will remain excludable from gross income for Federal income tax purposes. Such Certificates may also provide for any elections such officers deem desirable regarding rebate of earnings to the United States for purposes of complying with the provisions of Code Section 148.

13. Restrictions on Private Use. The County covenants that it will not permit the gross proceeds of the Bonds to be used in any manner that would result in (a) 5% or more of such proceeds being used in a trade or business carried on by any person other than a governmental unit, as provided in Code Section 141(b), (b) 5% or more of such proceeds being used with respect to any "output facility" (other than a facility for the furnishing of water), within the meaning of Code Section 141(b) (4), or (c) 5% or more of such proceeds being used directly or indirectly to make or finance loans to any persons other than a governmental unit, as provided in Code Section 141(c); provided, however, that if the County receives an opinion of bond counsel to the County with respect to the Bonds, and bond counsel to the VPSA with respect to the VPSA Bonds, that compliance with any such restriction is not required to

prevent interest on the bonds of both issues from being includable in the gross income for federal income tax purposes of the registered owners thereof under existing law, the County need not comply with such restriction.

14. No Sale of Bonds of Same Issue. The County covenants that it will not, without the VPSA's consent, sell or deliver any general obligation bonds which are part of the same common plan of financing (and paid for from the same source of funds) as the Bonds between the dates that are 31 days prior to the date of sale of the VPSA Bonds and 31 days after the delivery of the Bonds to the VPSA.

15. Further Actions. The members of the Board and all officers, employees and agents of the County are hereby authorized to take such action as they or any one of them may consider necessary or desirable in connection with the issuance and sale of the Bonds, and any such action Previously taken is hereby ratified and confirmed.

16. Repeal of Resolutions in Conflict. All resolutions or parts thereof in conflict herewith are hereby repealed.

17. Effective Date. This Resolution shall take effect immediately.

EXHIBIT A

(FORM OF TEMPORARY BOND)

NO. TR-1

\$4,000,000

UNITED STATES OF AMERICA
COMMONWEALTH OF VIRGINIA
JAMES CITY COUNTY
School Bond, 1991 Series B

JAMES CITY COUNTY, VIRGINIA (the "County"), for value received, hereby acknowledges itself indebted and promises to pay to the VIRGINIA PUBLIC SCHOOL AUTHORITY the Principal amount of FOUR MILLION DOLLARS (\$4,000,000), in annual installments in the amounts set forth on Schedule I attached hereto, Payable on December 15, 1992, and annually thereafter to and including December 15, 2011 (each a "Principal Payment Date"), together with interest on the unpaid installments from the date of this Bond, Payable commencing on June 15, 1992, and semiannually thereafter on June 15 and December 15 of each year (each an "Interest Payment Date"; together with any Principal Payment Date, a "Payment Date") at the rates per year set forth on Schedule I attached hereto, subject to prepayment as hereinafter Provided. Both Principal of and interest on this Bond are payable in lawful money of the United States of America.

For as long as the Virginia Public School Authority is the registered owner of this Bond, Crestar Bank, Richmond, Virginia, as Bond Registrar, shall make all payments of Principal of, premium, if any, and interest on this Bond,

without the presentation or Surrender hereof, to the Virginia Public School Authority, in immediately available funds at or before 11:00 a.m. (Richmond, Virginia, time) on the applicable Payment Date or date fixed for prepayment. If a Payment Date or date fixed for prepayment is not a business day for banks in the Commonwealth of Virginia or for the Commonwealth of Virginia, then the payment of Principal of, Premium, if any, or interest on this Bond shall be made in immediately available funds at or before 11:00 a.m. (Richmond, Virginia, time) on the business day next Preceding the scheduled Payment Date or date fixed for prepayment. Upon receipt by the registered owner of this Bond of said payments of Principal, Premium, if any, and interest, written acknowledgment of the receipt thereof shall be given Promptly to the Bond Registrar, and the County shall be fully discharged of its obligation on this Bond to the extent of the payment so made. Upon final payment, this Bond shall be Surrendered to the Bond Registrar for cancellation.

The full faith and credit of the County are irrevocably pledged for the Payment of principal of and Premium, if any, and interest on this Bond.

This Bond is duly authorized and issued in compliance with and pursuant to the Constitution and laws of the Commonwealth of Virginia, including the Public Finance Act of 1991, Chapter 5.1, Title 15.1, Code of Virginia of 1950, as amended, and resolutions duly adopted by the County's Board of Supervisors and the School Board of the County to provide funds, together with other available funds, to finance capital projects for public schools.

This Bond may be exchanged without cost at the principal corporate trust office of the Bond Registrar for an equal aggregate principal amount of bonds in definitive form having maturities and bearing interest at rates corresponding to the maturities of and the interest rates on the installments of principal of this Bond then unpaid, issuable in fully registered form in the denomination of \$5,000 and whole multiples thereof.

This Bond is registered in the name of Virginia Public School Authority on books of the County kept by the Bond Registrar, and the transfer of this Bond may be effected by the registered owner of this Bond only upon due execution of an assignment by such registered owner. Upon receipt of such assignment and the surrender of this Bond, the Bond Registrar shall exchange this Bond for definitive Bonds as hereinabove provided, such definitive Bonds to be registered on such registration books in the name of the assignee or assignees named in such assignment.

The principal installments of this Bond coming due on or before December 15, 2001, and the definitive Bonds for which this Bond may be exchanged that mature on or before December 15, 2001, are not subject to prepayment or redemption prior to their stated maturities. The Principal installments of this Bond coming due after December 15, 2001, and the definitive Bonds for which this Bond may be exchanged that mature after December 15, 2001, are subject to prepayment or redemption at the County's option prior to their stated maturities in whole or in part, on any date on or after December 15, 2001, upon payment of the prepayment or redemption prices (expressed as percentages of Principal installments to be prepaid or the principal amount of the Bonds to be redeemed) set forth below plus accrued interest to the date set for prepayment or redemption:

December 15, 2001 to December 14, 2002, inclusive 103%
 December 15, 2002 to December 14, 2003, inclusive 102
 December 15, 2003 to December 14, 2004, inclusive 101
 December 15, 2004 and thereafter 100

Provided, however, that while the Virginia Public School Authority is the registered owner of this Bond or of the definitive Bonds for which this Bond may be exchanged, the Bonds shall not be subject to prepayment or redemption prior to their stated maturities as described above without first obtaining the prior written consent of the Virginia Public School Authority. Notice of any such prepayment or redemption shall be given by the Registrar to the registered owner by registered mail not more than 90 and not less than 30 days before the date fixed for prepayment or redemption.

All acts, conditions and things required by the Constitution and laws of the Commonwealth of Virginia to happen, exist or be performed precedent to and in the issuance of this Bond have happened, exist and have been performed in due time, form and manner as so required, and this Bond, together with all other indebtedness of the County, is within every debt and other limit prescribed by the Constitution and laws of the Commonwealth of Virginia. The resolution adopted by the Board of Supervisors authorizing the issuance of the Bonds provides, and Section 15.1-227.25 of the Code of Virginia of 1950, as amended, requires, that there shall be levied and collected an annual tax upon all taxable property in the County subject to local taxation sufficient to provide for the payment of the principal of, premium, if any, and interest on this Bond as the same shall become due which tax shall be without limitation as to rate or amount and shall be in addition to all other taxes authorized to be levied in the County, to the extent other funds of the County are not lawfully available and appropriated for such purposes.

IN WITNESS WHEREOF, the Board of Supervisors of James City County, Virginia, has caused this Bond to be signed by its Chairman, to be countersigned by its Clerk, its seal to be affixed hereto, and this Bond to be dated _____, 1991.

COUNTERSIGNED:

 Clerk, Board of Supervisors
 of James City County,
 Virginia

(SEAL)

 Chairman, Board of
 Supervisors of James City
 County, Virginia

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE)

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

the within Bond and irrevocably constitutes and appoints

_____ attorney to exchange said Bond for definitive bonds in lieu of which this Bond is issued and to register the transfer of such definitive bonds on the books kept for registration thereof, with full power of substitution in the premises.

Date: _____

Signature Guaranteed:

(NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.)

Registered Owner

(NOTICE: The signature above must correspond with the name of the Registered Owner as it appears on the front of this Bond in every particular, without alteration or change.)

SCHEDULE I

[TO BE PREPARED BY VPSA]

At a regular meeting of the Board of Supervisors of James City County, Virginia, held on; the 23rd day of September, 1991, at the time and place established by such Board for its regular meetings in accordance with Section 15.1-536 of the Code of Virginia of 1950, as amended, at which the following members were present and absent:

PRESENT: Perry M. DePue
 Stewart U. Taylor
 Jack D. Edwards
 Judith N. Knudson
 Thomas K. Norment, Jr.

ABSENT: None

a public hearing having been held on this date after newspaper publication of notice thereof in accordance with Section 15.1-227.8 of the Code of Virginia of 1950, as amended, at the time and place set out in such notice, the following resolution was adopted by a majority of all members of the Board of Supervisors by a roll call vote, the ayes and nays being recorded in the minutes of the meeting as shown below:

<u>MEMBER</u>	<u>VOTE</u>
DePue	Aye
Taylor	Aye
Edwards	Aye
Knudson	Aye
Norment	Aye

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF SCHOOL BONDS OF JAMES CITY COUNTY, VIRGINIA, IN THE MAXIMUM AMOUNT OF \$4,000,000 TO THE VIRGINIA PUBLIC SCHOOL AUTHORITY

WHEREAS, there has been filed with the Board of Supervisors (the "Board") of James City County, Virginia (the "County"), a certified copy of a resolution adopted by the Williamsburg-James City County School Board on September 17, 1991, determining the necessity and desirability of undertaking capital projects for public schools, requesting the Board to adopt a resolution authorizing the issuance of school bonds of the County in an amount not to exceed \$4,000,000 and consenting to the issuance of such bonds;

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF JAMES CITY COUNTY, VIRGINIA:

1. The Board hereby determines that it is advisable to contract a debt and issue general obligation bonds of the County in the maximum amount of \$4,000,000 for capital projects for public schools.

2. Pursuant to the Constitution and statutes of the Commonwealth of Virginia, including the Public Finance Act of 1991, there are hereby authorized to be issued school bonds of the County in the maximum amount of \$4,000,000 to provide funds, together with other available funds, to finance capital projects for public schools. The bonds shall be sold to the Virginia Public School Authority, a state agency prescribed by the General Assembly pursuant to Article VII, Section 10(b) of the Constitution.

3. The bonds shall bear such date or dates, mature at such time or times not exceeding 40 years from their date, bear interest at such rate or rates not to exceed the maximum rate of 9%, be in such denominations and form,

be executed in such manner and be sold at such time or times and in such manner as the Board may hereafter provide by appropriate resolution or resolutions.

4. The bonds shall be general obligations of the County for the payment of principal of and premium, if any, and interest on which its full faith and credit shall be irrevocably pledged.

5. This resolution shall take effect immediately.

The undersigned Clerk of the Board of Supervisors of James City County, Virginia, hereby certifies that the foregoing constitutes a true and correct extract from the minutes of a regular meeting of the Board of Supervisors held the 23rd day of September, 1991, and of the whole thereof so far as applicable to the matters referred to in such extract.

WITNESS my signature and the seal of the Board of Supervisors of James City County, Virginia, this 23rd day of September, 1991.

E. BOARD CONSIDERATION

1. Revisions to Personnel and Policies Procedures Manual

Ms. Carol M. Luckam, Personnel Manager, stated that amendments had been proposed for Chapter 2, Section 2.12, establishing a Drug-Free Workplace Policy, Chapter 4, Section 4.11 E.2, regarding work periods, Chapter 8, Grievance Procedure and Appendix D, Affirmative Action Plan.

Staff recommended approval of the four resolutions.

Ms. Knudson made a motion to approve the four resolutions by a single motion.

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

R E S O L U T I O N

ESTABLISHING A DRUG-FREE WORKPLACE POLICY IN CHAPTER 2 OF THE

COUNTY PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, the County is committed to the promotion of health, safety and welfare of its employees and the public by striving to establish a workplace free from the negative effects of substance abuse; and

WHEREAS, the County wishes to be in compliance with the Drug-Free Workplace Act of 1988.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, adopts the attached revision to Chapter 2 of the Personnel Policies and Procedures Manual.

R E S O L U T I O N

REVISION OF SECTION 4.11 OF THE COUNTY

PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, the County wishes to provide services to our customers in the most efficient and cost effective manner possible; and

WHEREAS, the ability to establish work periods other than those currently specified in personnel policy will allow departments to schedule employees in the most effective manner possible.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, adopts the attached revision to Section 4.11 E of the Personnel Policies and Procedures Manual.

R E S O L U T I O N

REVISION OF CHAPTER 8, GRIEVANCE PROCEDURE, OF THE COUNTY

PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, 1991 amendments to the Code of Virginia require certain changes to local grievance procedures; and

WHEREAS, we wish to bring our procedure in compliance with the code; and

WHEREAS, the County Administrator and County Attorney certify that the attached revision is in compliance with the Code.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, adopts the attached revision to Chapter 8 of the Personnel Policies and Procedures Manual.

R E S O L U T I O N

REVISION OF APPENDIX D OF THE COUNTY

PERSONNEL POLICIES AND PROCEDURES MANUAL

WHEREAS, the County affirms its policy of Equal Opportunity to all without regard to race, sex, religion, nationality, color or handicap; and

WHEREAS, changes to the Affirmative Action Plan are in keeping with County Goals and Objectives.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, adopts the attached revision to Appendix D of the Personnel Policies and Procedures Manual.

2. Budget Adjustment -- Commonwealth Attorney

Ms. Luckam stated that the State Compensation Board had reconsidered and would fund the second full-time permanent Assistant Commonwealth Attorney position, currently funded by the County and City. She further stated that Mr. George Fairbanks IV, Commonwealth Attorney, had requested that the County and City supplement the second Assistant's salary by 22 percent, the same as was supplemented for the Commonwealth Attorney and the first Assistant Commonwealth Attorney.

Mr. Edwards made a motion to approve the resolution.

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

R E S O L U T I O N

BUDGET ADJUSTMENT -- COMMONWEALTH ATTORNEY

WHEREAS, the Board of Supervisors of James City County and the City of Williamsburg had funded, entirely from local funds, a new position of Assistant Commonwealth Attorney; and

WHEREAS, the State Compensation Board has recently agreed to fund the position at a salary of \$25,418; and

WHEREAS, it is staff's recommendation to use part of the State funding to upgrade the salary of that position to \$31,010, matching the 22 percent supplement now provided to other attorneys in the office, and the remainder of the County's share of the monies from the Compensation Board be deposited in the County's Operating Contingency.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby appropriates an additional \$15,250 in State funds in support of the Commonwealth Attorney as follows:

Office of the Commonwealth Attorney

Salaries and Fringes	\$ 7,500
From City of Williamsburg	<u>(3,000)</u>
Net	\$ 4,500
Operating Contingency	<u>10,750</u>
TOTAL	\$ 15,250

BE IT FURTHER RESOLVED that the salary supplement of 22 percent be extended to the new position of Assistant Commonwealth Attorney as of July 1, 1991.

3. Ware Creek Financial Advisor

Mr. Robert H. Smith, Assistant Manager, James City Service Authority, stated that County and Service Authority staff interviewed four firms that submitted proposals for consulting services for Financial Advisor of the Ware Creek Water Supply Project, and the top ranked firm was Wheat, First Securities, Inc.

Staff recommended approval of the resolution.

The Board discussed proportion of services to be done in the near future, joint contract between Board of Supervisors and Board of Directors, and services include preparation for financing options.

Mr. Edwards made a motion to approve the distributed resolution with highlighted revisions.

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

R E S O L U T I O NAGREEMENT FOR CONSULTING SERVICESWARE CREEK FINANCIAL ADVISOR

WHEREAS, the County and the James City Service Authority interviewed four firms for Ware Creek Financial Advisor on May 9, 1991; and

WHEREAS, the selection committee has determined the firm of Wheat, First Securities, Inc., to be the top ranked firm; and

WHEREAS, an acceptable scope of services and fee agreement for the consulting service has been negotiated with the top ranked consultant by County and Service Authority staff; and

WHEREAS, funds are available in the James City Service Authority budget.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby approves the award of a contract for consulting services to Ware Creek Water Supply Project in accordance with the agreed upon scope of services described in the request for proposals dated January 30, 1991, in the amount of \$50,000 and authorizes and directs the Deputy Clerk to the Board to execute a contract for this work.

G. PUBLIC COMMENT

1. Mr. Thomas O. Williams, 706 Jackson Street, again spoke to the Board of his disagreement with its decision made in July 1986, and mentioned a lifelong dream of construction in the Williamsburg area of OPERA, Organization for Perpetuity of Renaissance Arts.

2. Mr. Maurice McCarty, 2732 Persimmon Place, urged the Board to consider limiting size and scope of events in residential areas because of traffic access problems.

H. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Wanner stated that a work session on Stonehouse, Inc., would follow the Board of Supervisors' meeting, and two work sessions on Recycling - Curbside and Convenience Centers, and Sewer Spills would follow the James City Service Authority Board of Directors' meeting.

I. BOARD REQUESTS AND DIRECTIVES

Mr. DePue commended Mr. David B. Norman, County Administrator and Mr. Leo P. Rogers, Assistant County Attorney, for assistance given to the Williamsburg Scottish Festival, Inc., group.

Mr. Norment asked Mr. John T. P. Horne to report on the September 18, 1991, meeting of the Commonwealth Transportation Board.

Mr. Horne reported that Mr. Thomas K. Norment, Jr., Chairman, James City County Board of Supervisors, and Mr. Trist McConnell, Council Member, City of Williamsburg, spoke to the Commonwealth Transportation Board regarding opposition to the James River Crossing.

Mr. Horne stated that the CTB would send a letter requesting information on County's position of using local funds to subsidize ferry operations and land use relating to a major transportation corridor.

Mr. Horne announced CTB meetings during October in Lexington to discuss additional information and present updated financial data, and during November in Richmond for decision.

On behalf of the Board, Mr. Norment expressed appreciation to Mr. Horne for doing an outstanding job of responding for the County at the September 18, 1991, meeting.

WORK SESSION - STONEHOUSE, INC.

Mr. Norment declared a recess for a work session on Stonehouse, Inc., at 1:57 p.m.

Mr. Norment reconvened the Board into a work session on Stonehouse, Inc., at 2:03 p.m. Mr. R. Patrick Friel, Senior Planner, presented the fiscal impact analysis prepared by Stonehouse, Inc. The Board discussed the fiscal impact analysis, phasing, well mitigation, and reservoir, and without objection, decided to continue the public hearings at the Oct. 1, 1991, Board of Supervisors' meeting.

Mr. Norment declared a recess for a James City Service Authority meeting and Board of Directors' work sessions on Recycling - Curbside and Convenience Centers, and Sewer Spills, at 3:30 p.m.

Mr. Norment reconvened the Board and made a motion to convene into executive session as recommended above by the Assistant County Administrator at 4:56 p.m.

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

Mr. Norment reconvened the Board into open session at 5:06 p.m. and made a motion to approve the executive session resolution.

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

R E S O L U T I O N

MEETING DATE: September 23, 1991

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.

Mr. Norment made a motion to appoint Keith A. Taylor and Jon A. Nystrom to the James River Certified Development Corporation Board of Directors, terms expiring 6/30/92.

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

R E S O L U T I O N

APPOINTMENTS TO

JAMES RIVER CERTIFIED DEVELOPMENT CORPORATION

BOARD OF DIRECTORS

WHEREAS, the Small Business Administration of the United States of America offers a 504 Loan Program as a financing alternative for qualifying businesses; and

WHEREAS, the James River Certified Development Corporation administers this program for member jurisdictions in the greater Richmond, Virginia, area extending to James City County; and

WHEREAS, said membership entitles James City County to two (2) seats on the James River Certified Development Corporation's Board of Directors.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby appoint Jon A. Nystrom as its business organization representative and Keith A. Taylor as its local government representative to serve as Directors of the James River Certified Development Corporation for a term commencing this date and expiring June 30, 1992, or thereafter when their successors shall have been appointed or qualified.

BE IT FURTHER RESOLVED that these appointments are to be served without compensation.

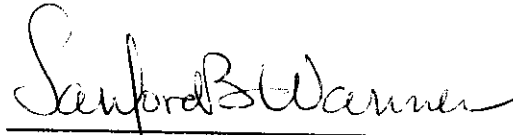
Mr. Norment made a motion to appoint: Mark Wenger to fill an unexpired term on the Historic Lower James River Advisory Committee, term expiring 9/30/92; Esther Batchelder to a 3-year term on the Peninsula Agency on Aging Board, term expiring 9/30/94; Ella Bartlett to the Health Services Advisory Committee; Judith N. Knudson and Edward Ayres to 4-year terms, terms expiring 8/31/95, and reappoint Robert O. Bush, Nick M. Lucchetti, Hugh DeSamper, James D. Dorsey, and Kevin P. Kelly to 4-year terms, terms expiring 8/31/95 on the Historical Commission;

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

Mr. Norment made a motion to adjourn.

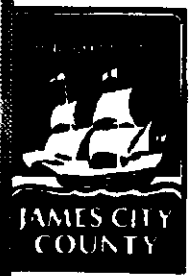
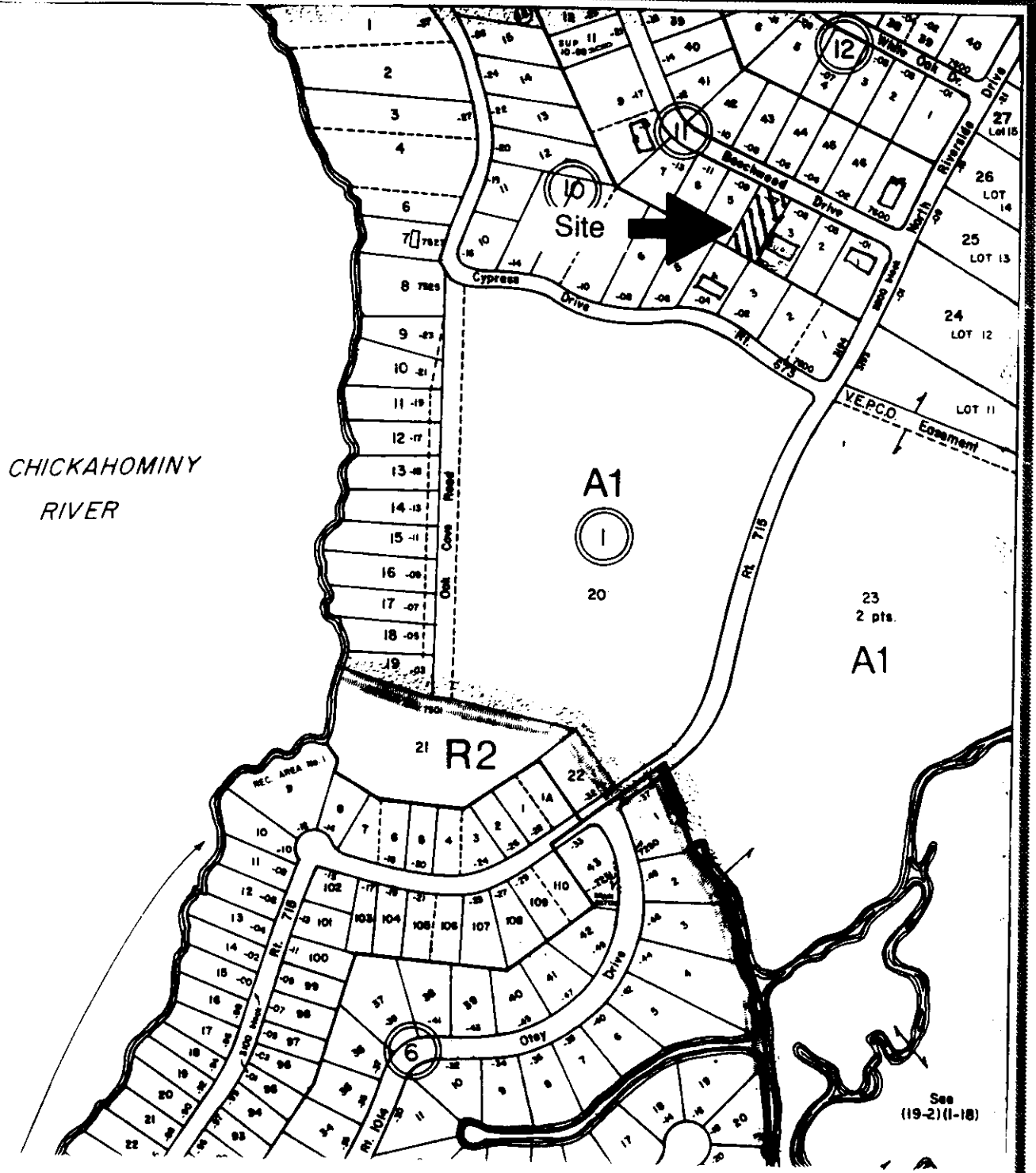
On a roll call, the vote was AYE: Norment, Taylor, Edwards, Knudson, DePue (5). NAY: (0).

The Board adjourned at 5:10 p.m.

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

Sanford B. Wanner
Deputy Clerk to the Board

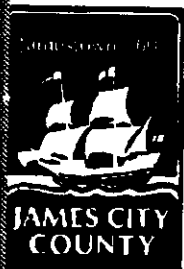
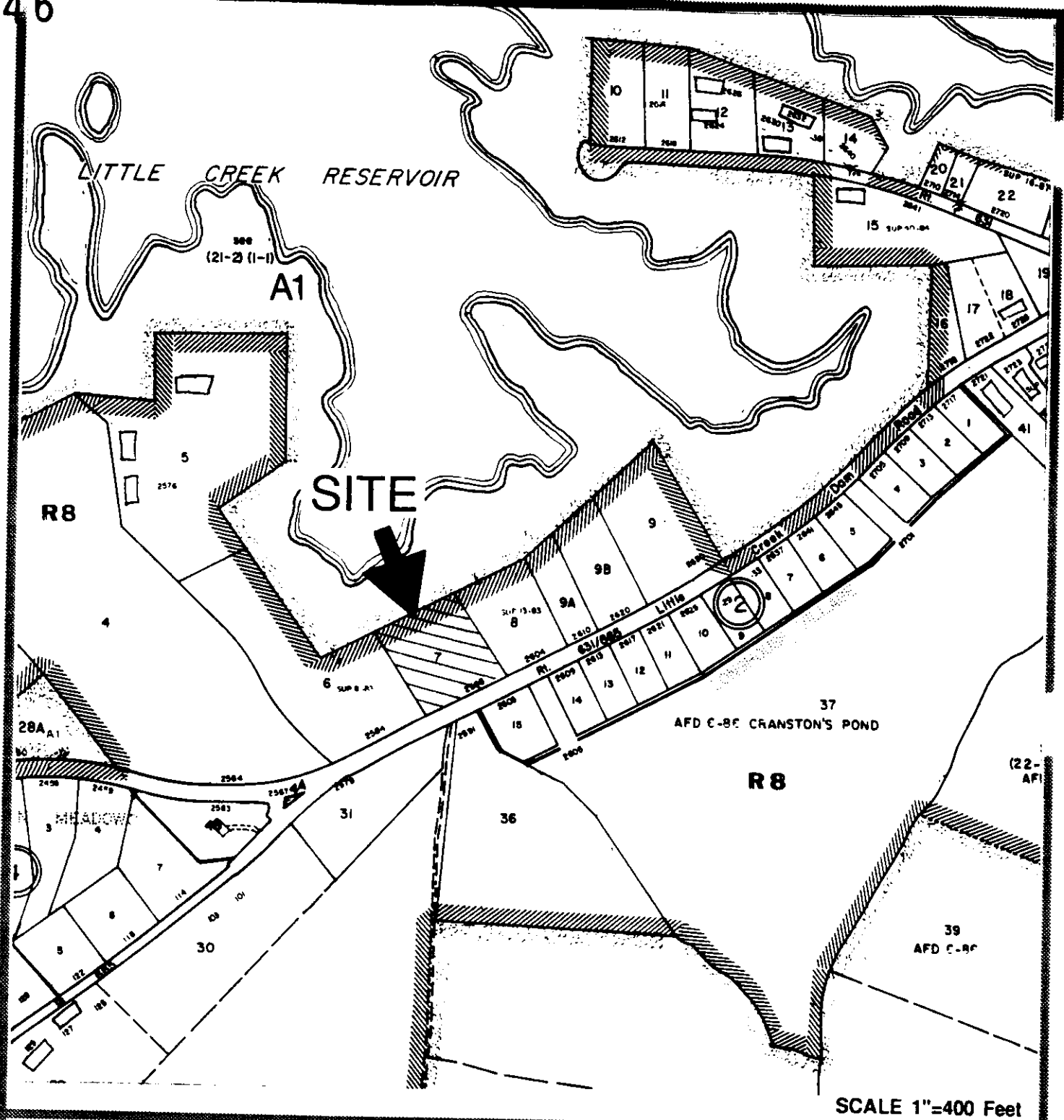
1932w



Case No: SUP-24-91
 Name : Gordon A. Jones (MH)
 [Symbol] : Existing Manufactured Homes



PLANNING DIVISION



Case No: SUP-25-91

Name : Levi Hawkins (MH)

 : Existing Manufactured Homes



PLANNING DIVISION

As a condition of employment, each employee agrees to and shall abide by the terms of this policy and agrees to notify his or her supervisor if convicted of any criminal drug statute for a violation occurring in the workplace within five (5) days after such conviction.

If an employee is convicted under a criminal drug law for violations occurring in the workplace, the County will notify the applicable contracting federal agency of this fact within 10 days of receiving notice of the conviction from the employee.

D. Definitions

1. Alcohol - Any product as defined in "The Alcoholic Beverage Control Act", Section 4-2 of the Code of Virginia, as amended.
2. Illegal Drug - Any controlled substance found in Section 54.1-3401 and Schedules I through VI of Sections 54.1-3446 through 3456 or the Code of Virginia, as amended, and Section 202 of the Controlled Substance Act (21 U.S.C. 812) and, for purposes of this Policy, marijuana. Such substances included, but are not limited to heroin, cocaine, morphine, PCP, methadone, barbiturates, amphetamines, methaqualone, and steroids.
3. Workplace - Any County owned or leased property or the site where official duties are being performed, including County vehicles.

E. Enforcement - The County is dedicated to assuring fair and equitable application of this Policy. An employee who violates this policy shall be subject to disciplinary actions, up to and including discharge, consistent with established procedures as outlined in Chapter 7, "Standards of Conduct", of the Personnel Policies and Procedures Manual.

F. Education and Prevention - To deter drug and alcohol abuse, James City County shall provide educational opportunities about the dangers of drug abuse. In addition, any employee who has a drug or alcohol-related problem is encouraged, for his or her own benefit as well as the benefit of fellow employees and the public, to voluntarily seek treatment through the County's Employee Assistance Program (EAP) or through a treatment program or facility of his or her own choice.

A copy of this policy shall be given to all employees of the County and to all newly hired County employees at the New Employee Orientation. (Effective 9-23-91)

- C. Computation of Overtime Pay - Monetary overtime compensation shall be one and one-half times the employee's hourly rate of pay for each hour of overtime worked. The hourly rate of pay shall be determined by dividing the employees's annual salary by the number of hours per year that a full-time employee in that position or class would be required to work.
- D. Minimum Increment of Overtime - Overtime shall be earned in increments no smaller than thirty minutes.

E. Computation of Overtime Hours -

1. Overtime shall be paid when, due to operational necessity, a non-exempt employee is required to work in excess of the maximum number of allowable hours in the work period.
2. The work periods and maximum allowable hours for County employees are as follows:

<u>Category of Personnel</u>	<u>Work Period (Consecutive Days)</u>	<u>Allowable Hours</u>
Firefighting and EMS	27	204
Law Enforcement	25	150
All Other	7	40

Other work periods, in compliance with the overtime provisions of the Fair Labor Standards Act, may be implemented with the approval of the County Administrator. (Effective 9-23-91)

3. Paid or unpaid time off during which the employee is absent from the service of the County shall not be counted as hours worked in determining if the maximum allowable number of hours has been exceeded. Such absences include, but are not limited to, sick, annual, compensatory, civil, personal and military leave, holidays, leaves of absence, lunch periods and inclement weather days.

F. Compensatory Leave or Compensatory Time

1. Non-exempt employees who are authorized to work in excess of their regularly-scheduled work hours, but who do not exceed the maximum allowable number of hours as defined in E above, may be granted compensatory leave in the amount of one hour of leave

CHAPTER 8GRIEVANCE PROCEDURESection 8.1 Objective

The purpose of the James City County Grievance Procedure is to afford an immediate and impartial method for the resolution of disputes which may arise between the County government and employees in the County service.

Section 8.2 Coverage of Personnel

- A. This procedure shall apply to all non-probationary employees in permanent and limited term positions in:
 - 1. James City County, James City Service Authority, James City County Transit;
 - 2. the Department of Social Services of James City County, in accordance with Section 2.1-114.5:1(C)(4) of the Code of Virginia; and
 - 3. the Office of the General Register of James City County.
- B. This procedure shall not apply to the following:
 - 1. Appointees of elected groups or individuals;
 - 2. Officials and employees who by law serve at the will or pleasure of an appointing authority;
 - 3. Deputies and executive assistants to the chief administrative officer of James City County;
 - 4. Agency heads or chief executive officers of James City County, which is defined as department managers reporting directly to the County Administrator;
 - 5. Employees whose terms of employment are limited by law;
 - 6. Employees in temporary, on-call, or seasonal positions, or employees in their probationary period; and
 - 7. Law-enforcement officers as defined in Chapter 10.1 (2.1-116.1 et seq.) of Title 2.1 whose grievance is subject to the provisions of Chapter 10.1 and who have elected to proceed pursuant to those provisions in the resolution of their grievance, or any other employee electing to proceed pursuant to any other existing procedure in the resolution of his grievance.

- C. Notwithstanding the exceptions set forth in B above, the Board of Supervisors may include employees in any of the excepted categories, B 1-7, within the coverage of these grievance procedures.
- D. The County Administrator, or his designee, shall determine the officers and employees excluded from the grievance procedure, pursuant to subsection (B), and shall be responsible for maintaining an up-to-date list of the affected positions. (See Appendix C, Positions Not Covered by the Grievance Procedure.)

Section 8.3 Definition of County Administrator; Grievant; Grievance

The County Administrator shall be either the County Administrator himself or his designee.

A grievant shall be any employee eligible to use this procedure having a grievance, as defined below.

A grievance shall be a complaint or dispute by an employee eligible to use this procedure relating to his or her employment, including, but not limited to:

- (a) disciplinary actions, including dismissals, demotions and suspensions, provided that dismissals shall be grievable whenever resulting from formal discipline or unsatisfactory job performance;
- (b) the application of personnel policies, procedures, rules and regulations;
- (c) acts of retaliation as the result of using the grievance procedure or of participation in the grievance of another James City County employee;
- (d) complaints of discrimination on the basis of race, color, creed, political affiliation, age, disability, national origin or sex; and
- (e) acts of retaliation because the employee has complied with any law of the United States or of the Commonwealth, has reported any violation of such law to a governmental authority, or has sought any change in law before the Congress of the United States or the General Assembly.

Section 8.4 Management Responsibilities

Management shall be the Board of Supervisors and its designees who establish policy for James City County. Management reserves the exclusive right to manage the affairs and operations of the County government. Accordingly, the following complaints are not grievable:

- (a) establishment and revision of wages or salaries including performance evaluations and-or concomitant pay raises, position classifications or general benefits;
- (b) work activity accepted by the employee as a condition of employment or work activity which may reasonably be expected to be a part of the job content;
- (c) the contents of ordinances, statutes or established personnel policies, procedures, rules and regulations;
- (d) failure to promote, except where an employee can show established promotional policies or procedures were not followed or fairly applied;
- (e) the methods, means and personnel by which work activities are to be carried on;
- (f) termination, layoff, demotion or suspension from duties because of lack of work, reduction in work force, or job abolition except where such action affects an employee who has been reinstated within the previous six months as the result of the final determination of a grievance;
- (g) the hiring, promotion, transfer, assignment, and retention of employees within the County service; and
- (h) the relief of employees from duties of the County in emergencies.

In any grievance brought under the exception to Section 8.4(f), the action shall be upheld upon a showing by the County that there was a valid business reason for the action and the employee was notified of such reason in writing prior to the effective date of the action.

Section 8.5 Personnel Department Responsibilities

The Personnel Department shall serve as an impartial administrator of this process. The Personnel Department shall: open a file and assign a number to the grievance; ensure that all parties are aware of the process; monitor procedures and time frames; notify either party of noncompliance; be informed of the status of the grievance by both parties at each step; maintain appropriate documentation, and perform all other responsibilities as specified in the Procedure.

Section 8.6 Policy Generally

- A. For purposes of this procedure, Principal Officer is the General Registrar.

- B. For purposes of this procedure, "days" shall be defined as calendar days and time periods shall begin on the day following that on which any action is to be taken or report rendered, and run without regard to weekends or holidays. If a time period ends on a weekend or holiday, the last day of the time period shall be the end of the business day of the first working day following the weekend or holiday. For example, a written grievance under the first step must be presented to the grievant's immediate supervisor within five (5) days of the supervisor's verbal reply to the informal grievance. The five (5) days shall begin on the day after receipt of the supervisor's verbal reply and terminate on the fifth day following. If the fifth day is a weekend or holiday, the time period shall terminate at the end of the next full working day.
- C. Time limits established under this procedure are intended to be strictly construed and enforced. However, in the interest of fairness, any time limits may be extended if both parties agree to such extensions in writing.
- D. All stages of the Grievance Procedure beyond the First Step shall be reduced to writing on forms supplied by the Personnel Department. At any Step beyond the Second Step the grievant, at his option, may have present a representative of his choice. If the grievant is represented by legal counsel, the department manager, principal officer or the County Administrator likewise has the option of being represented by legal counsel. A person shall not serve as both a witness and a representative.
- E. The grievant shall bear any cost involved in employing representation and in preparing his case.
- F. After the initial filing of a written grievance, failure of either party to comply with all substantial procedural requirements of the Grievance Procedure, including the Panel Hearing, without just cause shall result in a decision in favor of the other party on any grievable issue, provided the party not in compliance fails to correct the noncompliance within five (5) days of receipt of written notification by the Personnel Department of the compliance violation. The County Administrator, or his designee may require a clear written explanation of the basis for just cause extensions or exceptions. The County Administrator, or his designee, shall determine compliance issues. Compliance determinations made by the County Administrator shall be subject to judicial review by filing a petition with the Circuit Court within thirty days of the compliance determination.

Section 8.7 Grievability

- A. Decisions regarding grievability, including the question of access to the procedure, shall be made by the County Administrator pursuant to procedures set forth below. Decisions shall be made at the request of the grievant or his department manager or principal officer within ten (10) days of such request. A copy of the ruling shall be sent to the grievant and to the grievant's department manager or principal officer. Decisions by the County Administrator that an issue is not grievable may be appealed by the grievant to the Circuit Court of James City County for a hearing de novo on the issue of grievability as provided in Section 15.1-7.2 and 2.1-114.5:1(E) of the Code of Virginia (1950), as amended. Pursuant to those sections, proceedings for the review of the decision of the County Administrator shall be instituted by filing a notice of appeal with the County Administrator within ten (10) days after the date of his decision as to grievability, and by giving a copy of such notice to both parties to the grievance. Within ten (10) days after receiving notice of appeal, the County Administrator shall transmit to the Clerk of Circuit Court of James City County a copy of his decision, a copy of the notice of appeal, and any exhibits which may have been provided in connection with the resolution of the issue of grievability. A list of the evidence furnished to the court shall also be furnished to the grievant. The failure of the County Administrator to transmit the record within the time allowed shall not prejudice the rights of the grievant. If the County Administrator fails to transmit the record within the time allowed, the Circuit Court, on motion of the grievant, may issue a Writ of Certiorari requiring the County Administrator to transmit the record on or before a certain date. Within thirty (30) days of receipt by the Clerk of Court of the record in the matter, the Court, sitting without a jury, shall hear the appeal on the record and such additional evidence as may be necessary to resolve any controversy as to the correctness of the record. The Court may receive such other evidence as the ends of justice may require. The Court may affirm, reverse or modify the decision of the County Administrator. The decision of the Court shall be rendered no later than the fifteenth (15th) day from the date of conclusion of the hearing. The decision of the Court is final and is not appealable. All matters, from the institution of a request that the County Administrator determine the issue of grievability through the notation of appeal of an adverse decision by the County Administrator, shall be recorded on forms provided by the Personnel Manager.

- B. The issue of grievability may be raised at any step of the Grievance Procedure prior to the panel hearing provided in Section 8.9-8.12 of this procedure, or it shall be waived by all parties. Once raised, the issue shall be resolved before further processing of the grievance. A request that grievability be determined shall toll the time limits under this procedure. Time limits shall begin to run again the day after the decision on grievability is made by the County Administrator or the Circuit Court.
- C. The classification of a complaint as nongrievable by either the County Administrator or the Circuit Court of James City County shall not be construed to restrict any employee's right to seek, or management's right to provide, customary administrative review of complaints outside of the scope of the Grievance Procedure.

Section 8.8 Consolidation of Grievances

If more than one grievance is filed arising from the same factual circumstances, the County Administrator may, at any time prior to a panel hearing, consolidate those grievances for joint processing unless one of the grievants objects. If the grievances are consolidated, all time limits set forth in this Procedure shall thereafter be calculated from the date of the last filed grievance. Once consolidated, the grievances shall all be processed as a single matter.

Section 8.9 First Step Procedure: Immediate Supervisor Level

- A. No later than twenty (20) days after the occurrence or condition giving rise to the grievance, the employee affected shall identify the grievance verbally to his immediate supervisor. Within five (5) days of such presentation, the immediate supervisor shall give his response to the employee with respect to the particular grievance. The failure of an employee to identify the grievance within the time specified above shall constitute a forfeiture and a waiver of any rights to proceed further and shall terminate the grievance.
- B. If a satisfactory resolution is not reached by this informal process, the employee shall notify the Personnel Department of the intent to file a grievance and obtain a copy of Grievance Form A (See Appendix C). The employee shall reduce the grievance to writing on Grievance Form A, identifying specifically and in detail the nature of the grievance and the expected remedy. Grievants shall be entitled, should they prevail in their grievance, only to the relief specifically requested (See also Section 8.15 C1 for discussion of Personnel Appeals Board decisions.) Such written grievance shall be presented to the immediate supervisor within five (5) days of the supervisor's verbal reply to the oral grievance. The supervisor shall then reply in writing to this written grievance within five (5) days of receiving it.

- C. If the employee's supervisor is also his department manager or principal officer, he shall pass by the Second Step of this Procedure and proceed immediately to the Third Step. If the employee's supervisor is the County Administrator, he shall pass by the Third Step of this procedure and proceed immediately to the Fourth Step.

Section 8.10 Second Step Procedure: Department Manager or Principal Officer Level

If a satisfactory resolution of the grievance is not reached at the First Step above, the grievant shall notify the Personnel Department and so indicate on Grievance Form A and submit the grievance to his department manager or principal officer within five (5) days following receipt of the First Step reply. Within five (5) days of receipt of such submission, the department manager or principal officer shall schedule and hold a meeting with the grievant to review the grievance. The only persons who may be present at this meeting are the grievant, the department manager or principal officer, and appropriate witnesses for each side. Witnesses shall be present only while actually providing testimony. The meeting may be adjourned to another time or place by agreement of the parties. A written reply to the grievance shall be provided to the grievant and the Personnel Department within five (5) days after the meeting.

Section 8.11 Third Step Procedure: County Administrator Level

If a satisfactory resolution of the grievance is not reached at the termination of the Second Step, the employee shall notify the Personnel Department and so indicate on Grievance Form A and submit the grievance to the County Administrator within five (5) days following receipt of the Second Step reply. The County Administrator shall schedule and hold a meeting with the employee within five (5) days of receiving the submission. The employee may have legal counsel, or another representative present at the Third Step meeting. If the grievant is represented by legal counsel, the County Administrator may also have legal counsel present. Either side may call appropriate witnesses. Witnesses shall be present only while actually providing testimony. Proceedings shall be in accordance with guidelines established by the County Administrator and provided to the grievant by the Personnel Department prior to the meeting. The County Administrator may designate that the grievance shall be heard by the Assistant County Administrator. Such designation must be in writing. A written response to the grievance shall be provided to the grievant and the Personnel Department within five (5) days following the Third Step meeting.

Section 8.12 Fourth Step Procedure: The Personnel Appeals Board

If a satisfactory resolution to the grievance is not reached at the termination of the Third Step, the grievant shall notify the Personnel Department and so indicate on Grievance Form A, and request a hearing before a Personnel Appeals Board (Board). The request shall be submitted to the Personnel Manager within five (5) days of receipt of the Third Step response.

A new impartial Personnel Appeals Board shall be constituted for each grievance. The Personnel Manager shall arrange for the Board selection. If the Personnel Manager is a party to the grievance, the request form shall be submitted to the County Administrator and the County Administrator or his designee shall make the necessary arrangements.

Section 8.13 Composition of the Personnel Appeals Board

- A. The Board shall be composed of three (3) members who are County employees and who shall be chosen in the following manner: one member shall be appointed by the grievant, one member shall be appointed by the County Administrator, and the third member shall be selected by the first two. To insure an objective Board, neither the grievant nor the County Administrator, the Assistant County Administrator, the grievant's department manager or principal officer, nor the grievant's immediate supervisor may serve on the panel, nor may any person serve having direct involvement with the grievance being heard. If an agreement cannot be reached as to the final Board member, the Chief Judge of the Circuit Court of James City County shall select such third Board member.
- B. Both the grievant and the County Administrator shall make their appointments to the Board within five (5) days after the request for a panel hearing is filed. The Personnel Manager shall be notified of the appointments on Grievance Form B (see Appendix C). These members shall select the third member within ten (10) days after the request for a panel hearing is filed and notify the Personnel Manager of their selection. Unless it is necessary to involve the Circuit Court in the selection of the third member, a complete panel shall be designated on Grievance Form B within ten (10) days of the request for a panel hearing.
- C. In the event the first two members cannot reach an agreement as to the third member within ten (10) days, as provided above, the Personnel Manager, after confirming such fact, shall immediately notify the County Attorney's Office. The County Attorney shall request the Chief Judge of the Circuit Court to appoint the third member.
- D. The third member of the Board shall serve as Chairperson. The Chairperson shall set the time for the hearing and notify the grievant, the County Administrator, and the Personnel Manager. The grievant and the County Administrator shall be responsible for arranging the presence of their witnesses. The hearing shall be held as soon as possible after the date of the original request for a hearing, allowing sufficient time for access to records as specified in E. below. Either party may have present at this meeting an attorney or a representative of his choice.

- E. The Personnel Manager shall provide the Board with copies of the grievance record prior to the hearing, and provide the grievant with a list of documents furnished to the Personnel Appeals Board. The grievant and his attorney, at least 10 days prior to the scheduled hearing, shall be allowed access to and copies of all relevant files intended to be used in the proceeding.

Section 8.14 Conduct of Personnel Appeals Board Hearing

- A. The Board is constituted solely for the purpose of determining whether a grievance filed by an employee is merited and what remedy, if any, should be provided. The Board may not formulate or change policy, rules or procedures. The Board shall determine whether the grievant has demonstrated, by a preponderance of the evidence, that the action complained of was without cause, or done in violation of a law, rule, regulation or other policy. It shall not otherwise substitute its judgment for that of management.
- B. The Board shall conduct the hearing as follows:
 - (a) At the request of either party the hearing shall be private and limited to the grievant, the panel members, the legal counsel or other representative of the grievant and the County, appropriate witnesses as they testify, and official recorders.
 - (b) The Board shall consider any grievance de novo without regard to any proposed disposition by any lower authority, unless the grievant and the County Administrator shall agree, in writing, that the issue(s) shall be so limited. In all other cases, the Board shall consider the matter as if presented to it in the first instance.
 - (c) The Board may at any time ask the parties or their representatives for statements clarifying the issues involved in the grievance.
 - (d) Exhibits, when offered by the grievant or the County Administrator, may be received as evidence by the Board, and when so received shall be marked and made a part of the record.
 - (e) The parties may offer evidence and cross examine witnesses and shall produce such additional evidence as the Board may deem necessary to an understanding and determination of the dispute. There shall be no formal rules of evidence for the Board; however, the Board shall be the judge of the relevancy of any evidence offered. All evidence shall be taken in the presence of the Board and the parties, except by

mutual consent of the parties. The grievant shall proceed first, and shall bear the ultimate burden of persuasion. At the conclusion of the grievant's evidence, the County Administrator shall have the opportunity to present his evidence.

- (f) At the conclusion of the County Administrator's presentation, the Chairperson shall specifically inquire of all parties whether they have any further proof to offer or witnesses to be heard. Upon receiving a negative response, the Chairperson shall permit the parties to summarize their cases and shall then declare the hearing closed.
- (g) The hearing may be reopened by the Board on its own motion or upon application of a party for good cause shown at any time before a final decision is made.
- (h) Upon the request of the Board, the County Administrator or the grievant, the Personnel Manager shall insure that a verbatim record of the hearing is made and retained in his custody for not less than 12 months. The record may be in writing or by a taped recording. The grievant shall be entitled to a copy of such record upon payment of a reasonable fee, including the costs of labor in providing the verbatim record.
- (i) The Personnel Manager may be called upon by the Board as a witness at any time to provide specific policy interpretation or clarification of applicable County policy and these procedures.
- (j) In all matters not otherwise covered by this Section, the Board shall determine the procedures to be followed.

Section 8.15 Decision of Personnel Appeals Board

- A. The decision of the Board shall be filed in writing by the Board Chairperson with the department manager or principal officer, the County Administrator and the grievant, not later than fifteen (15) days after the completion of the hearing. The decision shall summarize the grievance and the evidence, shall make specific findings of fact, and shall state in full the reasons for the decision, and the remedy to be granted. Decisions shall be by majority vote of the entire Board. The decision of the Board shall be final and binding and shall be consistent with law and written policy.

- B. The question of whether the decision of the Board is consistent with written policy shall be determined by the County Administrator, or his designee, unless such person has a direct personal involvement with the event or events giving rise to the grievance, in which case the decision shall be made by the Commonwealth Attorney of James City County. Such person shall request the Personnel Appeals Board to reconsider any decision which in his judgment is not consistent with the law applicable to grievance resolution. He shall not disturb any decision consistent with the law.
- C.
 - 1. If the Board determines that the grievant prevails on any grievable complaint or dispute it may remedy that complaint or dispute by ordering that the grievant be reinstated to a former position; awarding back pay; ordering expungement of information contained in the grievant's personnel files or other files maintained by the County; or rendering opinions specifying the application or interpretation of the personnel policies and procedures as it relates to the specific facts of the grievance. The grievant shall not, however, be entitled to any relief which he has not requested.
 - 2. If the Board finds that a department manager or principal officer failed to follow established procedures governing promotion, demotion, transfer, hiring or layoff, it shall remand the grievance to that department manager or principal officer with the instruction that the action taken be rescinded, and proper procedures be followed for the matter in issue. In connection with such remand, the Board may make provisional orders governing the case.

Section 8.16 Implementation of Remedy

- A. The County Administrator shall implement any remedy which may be ordered by the Personnel Appeals Board, provided that such decision is consistent with law and written policies. If the County Administrator finds that the Board decision is not consistent, he shall inform the Board and the grievant of his determination within ten (10) days of the filing of the decision. If the County Administrator finds the decision is not consistent, he shall not implement the decision of the Board.
- B. The Grievant or the County Administrator may petition the Circuit Court for an order to implement the decision of the Board.

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Revised 7-91

(APPENDIX D)

AFFIRMATIVE ACTION PLAN
GOALS, STRATEGIES AND OBJECTIVESAA GOAL

To have a working environment that promotes diversity and provides equal opportunity for all.

FY 92 OBJECTIVES

- A. To develop programs and implement strategies to increase applicant pool of women and minorities.
- B. To comply with the employment provision of the Americans with Disabilities Act by providing training and changing employment practices as necessary.
- C. To encourage appreciation of diversity by having County functions reflect diverse cultures.

AFFIRMATIVE ACTION STRATEGIESResponsibilityI. Recruitment

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|---|---|
| A. To ensure that recruitment sources, including but not limited to weekly posted job opportunity listings, cable TV listings, advertisements, correspondence, handouts, 24 hour telephone line, bulletins, recruitment posters and brochures state that James City County is an Equal Opportunity-Affirmative Action Employer. | Personnel Department |
| B. In those instances where it is felt that employees within the organization may possess the knowledge, skills and abilities required for a vacant position, the Department Manager may recommend that recruitment be restricted to employees only. (See Internal Recruitment Policy, Section 2.5A.) | Personnel Department
and Department Managers |
| C. To advertise in a nondiscriminatory manner using newspapers, television, radio, magazines, and-or other recruiting sources with large minority group or women audiences to reach a variety of potential applicants including minorities, women, and handicapped individuals. | Personnel Department |
| D. To review and update recruitment mailing list, which includes James City County departments, VEC, local colleges-universities, college alumni groups, and organizations dealing with disadvantaged, minority or handicapped people seeking employment, in order to reach more prospective applicants. | Personnel Department |
| E. To review EEO goals when vacancies occur with Department Managers and Supervisors and encourage diversity. | Personnel Department |
| F. To develop new recruitment methods to encourage an increase in minority and women applicants. | Personnel Department
and Department Managers |
| G. To maintain contact with other jurisdictions in order to obtain new methods and sources for recruitment. | Personnel Department
and Supervisors |
| H. To utilize minority and female employees in recruitment activities in an effort to increase diversity of the applicant pool. | Personnel Department
and other Department
Representatives |

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|--------------------------|--|---|
| I. | To increase contacts with minority groups and women's organizations, and handicapped and professional societies to encourage employment referrals and recruiting assistance. | Personnel Department and other Department Representatives |
| J. | To review the employment application form to ensure job relatedness and legality of the information requested. | Personnel Department and County Attorney's Office |
| K. | To develop or assist departments in designing recruitment literature and-or brochures to increase applicant awareness about JCC. | Personnel Department and other Department Representatives |
| L. | To review applicant flow data to determine the most effective ways to reach minority groups and women. | Personnel Department |
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II. <u>Selection</u> | | |
| A. | To review existing job or class descriptions to ensure job-relatedness of qualifications for each vacancy before the announcement is posted. | Personnel Department and Supervisors |
| B. | To assist departments in screening applications to prevent inappropriate exclusion of applications. | Personnel Department |
| C. | To provide employees who conduct interviews information about proper selection procedures and techniques. | Personnel Department |
| D. | To review tests used in the selection process to ensure abilities, aptitudes, knowledge or skills being tested are actually required for the job. | Personnel Department |
| E. | To include women and members of minority groups on panel interviews, whenever possible. | Supervisors |
| F. | To collect, maintain, and review selection criteria, such as interview questions, to ensure decisions are based on job related factors. | Personnel Department |
|
III. <u>Training</u> | | |
| A. | To select employees for training on a nondiscriminatory basis. | Department Managers and Supervisors |
| B. | To provide training on appropriate EEO-AA topics. | Personnel Department |

- C. To encourage all employees, including women and minorities, to participate in educational and training programs offered by James City County and outside vendors. Department Managers, Supervisors and Personnel Department
 - D. To advise all new employees during New Employee Orientation of James City County's EEO Policies, the Grievance Procedure, and the Code of Conduct, which are covered in the Employee Handbook. Personnel Department
 - E. To advise all employees of the tuition reimbursement program. Personnel Department
 - F. To conduct training for supervisors and other interview panel participants in appropriate recruitment and selection procedures. Personnel Department
- IV. Promotion
 - A. To provide career counseling and guidance to all employees upon request. Personnel Department
 - B. To help employees identify training needs and career goals. Department Managers, Supervisors and
 - C. To notify employees and to encourage them to apply for promotional opportunities. Personnel Department and Supervisors
 - D. To publicize the promotional and career achievements of various County employees. Department Managers, Supervisors and Personnel Department
 - E. To analyze promotion-reassignment practices to ensure that women and minority group members are considered for nontraditional jobs. Personnel Department
- V. Other
 - A. To maintain records on race and sex for a minimum of three years for the following: Personnel Department
 - a. applicants
 - b. new hires
 - c. terminations
 - d. reclassifications
 - e. standards of conduct offenses
 - B. To ensure equal opportunity for access to use of County facilities. Community Services Manager and Assistant County Administrator

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| C. | To ensure equal opportunity for all benefits and conditions of employment as outlined in the <u>Employee Handbook</u> . | Personnel Department |
| D. | To conduct exit interviews for terminating employees and to analyze exit information. | Personnel Department |
| E. | To keep supervisors and employees informed of laws, rules and regulations affecting EEO and AA. | Personnel Department,
Department Managers
and Supervisors |

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Effective Date 07-01-91