

AT A REGULAR MEETING OF THE BOARD OF SUPERVISORS OF THE COUNTY OF JAMES CITY, VIRGINIA, HELD ON THE 9TH DAY OF NOVEMBER, 1999, AT 7:05 P.M. IN THE COUNTY GOVERNMENT CENTER BOARD ROOM, 101 MOUNTS BAY ROAD, JAMES CITY COUNTY, VIRGINIA.

A. ROLL CALL

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

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

Mr. Edwards acknowledged the Supervisors Elect in the audience: Mr. James Kennedy, Stonehouse District; Bruce Goodson, Roberts District; and Jay Harrison, Sr., Berkeley District.

B. PLEDGE OF ALLEGIANCE

Mr. Edwards invited the audience to participate in recitation of the Pledge of Allegiance.

C. PUBLIC COMMENT

1. Mr. Ed Oyer, 139 Indian Circle, stated each citizen should exercise the right to vote, and questioned why James City County does not elect a Supervisor-at-Large as set forth in the Virginia Code.

D. PRESENTATION

1. Employee and Volunteer Outstanding Service Awards

Mr. Edwards presented plaques to the following employees and groups of employees: Fred Bartlett, Terry Hutchens, Veda McMullen, Kim Vernall, Tony Dallman and Alicia Wilson; Noreen Bernstein, Carrie Binsfeld, Peg Bradshaw, Janet Crowther, Eletha Davis, Benjamin Goldberg, Patrick Golden, Sandy Hale, Patsy Hansel, Shirley Jenkins, Jeff Kempe, Carol Luckam, Sue Mellen, Kelly Morton, Allison Mulligan, Genevieve Owens, Elizabeth Parker, Carol Schenk, Kirsten Steele, Bonita Stockmeyer and Barry Trott; George Adams, Bill Bauernschmidt, Don Breland, GaJuan Clarke, Jim Hopkins, Marie Hopkins, Michael Jenkins, Jean Kuo, Joseph McKeoun, Patrick Page, Brigitte White and James Wilson; volunteers - Caroline and Ralph Will, Terry McGuirk, Richard (Levi) Hatchett, Henri and Chris Julie, Duane McSmith, Martha and Gary Smith; volunteers and employees - Stacey Bates, Dwight Beamon, Andy Bradshaw, Nancy Bradshaw, Richard Bradshaw, Jim Bradsher, Dave Daigneault, Lois and Norman Danuser, Ann Davis, Loretta Garrett,

Mike Gentry, Doris Heath, Pam Johnson, Katie Jones, Joyce Kauffmann, Leigh Anne Langston, Lynn and Richard Miller, Diana Perkins, Bill Porter, Jody Puckett, Edythe Stewart, Shirley Webster and Kelly Wingard.

Mr. Edwards recessed the Board for a James City Service Authority Board of Directors' meeting, at 7:29 p.m.

Mr. Edwards reconvened the Board into open session, at 7:33 p.m.

E. CONSENT CALENDAR

Mr. Edwards asked if a Board member wished to remove any items from the Consent Calendar and made a motion to approve the Consent Calendar.

On a roll call, the vote was: AYE: Nervitt, Sisk, McGlennon, Bradshaw, Edwards (5). NAY: (0).

1. Minutes of October 26, 1999, Regular Meeting, and October 27, 1999, Work Session
2. Appropriation - Title V Grant and Virginia Fatherhood Campaign Grant

RESOLUTION

APPROPRIATION

TITLE V GRANT AND VIRGINIA FATHERHOOD CAMPAIGN GRANT

WHEREAS, James City County has received a Title V Grant in the amount of \$43,310; and

WHEREAS, James City County has also received a Virginia Fatherhood Campaign grant in the amount of \$15,000.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County Virginia, hereby establishes the part-time, limited-term position of Education Specialist, effective November 10, 1999.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Board authorizes the following budget amendments and changes in appropriations for FY 2000:

Revenues:

From the Department of Criminal Justice Services	\$43,310
From the Virginia Fatherhood Campaign	<u>15,000</u>
TOTAL	<u>\$58,310</u>

Expenditures:

Colonial Services Board (Project Legacy)	\$30,366
Education Specialist (NBL)	12,944
Big Brothers/Big Sisters	12,840
Office of Community Services	<u>2,160</u>
TOTAL	<u>\$58,310</u>

3. Federal Emergency Management Agency (FEMA) Designation of Applicant's Agent ResolutionRESOLUTIONFEMA - DESIGNATION OF APPLICANT'S AGENT

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of James City County, Virginia, that Sanford B. Wanner, the County Administrator is hereby authorized to execute for and on behalf of James City County, a public entity established under the laws of the State of Virginia, this application and to file it with the appropriate State office for the purpose of obtaining certain Federal financial assistance under the Disaster Relief Act (Public Law 288, 93rd Congress) or otherwise available from the President's Disaster Relief Fund.

That James City County, a public entity established under the laws of the State of Virginia, hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurances and agreements printed on the reverse side hereof.

Passed and approved this _____ day of _____, 1999.

(Name and Title)

(Name and Title)

(Name and Title)

(Name and Title)

(Name and Title)

- WHEREAS, it is in the interest of public safety and convenience to assign names to streets in James City County with no formal name; and
- WHEREAS, the present owners of all property fronting on the private drive off Chickahominy Road have requested to name the road "Pendleton Lane;" and
- WHEREAS, the Post Office, Fire Department, Real Estate Assessments, Police, and Virginia Department of Transportation have no objections to the proposed street name.
- NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve the naming of "Pendleton Lane."

F. PUBLIC HEARINGS

1. Case No. SUP-14-99. James City Service Authority Water Main and Hampton Roads Sanitation District Force Main (Continued from October 26, 1999)

Mr. Matthew W. Maxwell, Senior Planner, stated that this case had been deferred at the October 26, 1999, Board of Supervisors meeting to allow time for further discussion. He reiterated that Mr. Larry Foster, on behalf of James City Service Authority (JCSA), had applied for a special use permit to allow construction of approximately 8,600 linear feet of 12-inch water main, 3,600 linear feet of 20-inch JCSA sewer force main and 13,800 feet of 30-inch Hampton Roads Sanitation District (HRSD) sewer force main, a HRSD pressure reducing station (not to be built for ten to 20 years) and a replacement lift station, located within existing easements and public right-of-way parallel to Powhatan Creek (north of Route 5), along proposed Monticello Avenue, Indigo Dam Road, and private property between the end of Indigo Dam Road and Strawberry Plains Road, zoned R-2, General Residential; R-4, Residential Planned Community; R-8, Rural Residential; and B-1, General Business and Planned Unit Development - Residential (PUD-R), and to be operational by 2002.

Mr. Maxwell stated that the upgrades to the waterlines were critical in that they are a key link for the looped water distribution system to provide better service and fire suppression. He further stated that conditions in the resolution were added to address traffic impacts during construction, physical features and environmental and Comprehensive Plan considerations, historical and archaeological impacts, natural areas inventory, perimeter buffers, and building architecture for the pressure reducing station.

In concurrence with staff, the Planning Commission, by a vote of 6-0, one absent, recommended approval of the special use permit with conditions listed in the resolution.

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

Mr. Edwards stated that he was generally satisfied with answers to questions he had asked of Mr. Larry Foster, General Manager, James City Service Authority.

Mr. Nervitt made a motion to approve the resolution.

On a roll call, the vote was: AYE: Nervitt, Sisk, McGlennon, Bradshaw, Edwards (5). NAY: (0).

RESOLUTION**CASE NO. SUP-14-99. JCSA WATER MAIN AND SEWER FORCE MAIN**

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

WHEREAS, the Planning Commission of James City County, following its public hearing on October 4, 1999, recommended approval of Case No. SUP-14-99 by a vote of 6 to 0 (with one member absent) to permit the construction of approximately 8,600 linear feet of 12-inch water main, 3,600 linear feet of 20-inch JCSA sewer force main, and 13,800 linear feet of 30-inch Hampton Roads Sanitation District (HRSD) sewer force main, a HRSD pressure reducing station, and a replacement lift station.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve the issuance of Special Use Permit No. SUP-14-99 as described herein with the following conditions:

1. Construction, operation, and maintenance of the water transmission main and sewer force main shall comply with all local, State, and Federal requirements.
2. The project shall comply with all State Erosion and Sediment Control regulations as specified in the 1992 Virginia Erosion and Sediment Control Handbook, Third Edition.
- 3.. All required permits and easements shall be acquired prior to the commencement of construction.
4. If construction on the force main and water main has not commenced on the project within twenty-four (24) months from the date of issuance of the special use permit, the permit shall become void. Construction shall be defined as clearing, grading, and excavation of trenches necessary for the force mains and water mains.
5. For pipeline construction adjacent to existing development, adequate dust and siltation control measures shall be taken to prevent adverse effects on the adjacent property. It is intended that the present and future results of the proposed water transmission main and sewer force main do not create adverse effects on the public health, safety, comfort, convenience, or value of the surrounding property and uses thereon.
6. All construction activity along Indigo Dam Road shall only occur between the hours of 7 a.m. and 5 p.m. Monday through Friday.
7. Construction vehicles and/or equipment shall not be parked or stored on Indigo Dam Road between the hours of 5 p.m. and 7 a.m.
8. Vehicular access to residences along the affected right-of-ways, to include Indigo Dam Road, shall be maintained at all times.

9. By the end of each workday, ditches shall be back-filled or fully covered by an appropriate construction material to prevent unauthorized or unintentional access to the open ditch areas.
10. To the maximum extent possible, the applicant shall avoid removing trees, bushes, and shrubs during construction of the sewer force main and water mains. Trees, bushes, and shrubs along Ironbound Road damaged during construction that are not designated on the site plan as to be removed shall be replaced with a tree, bush or shrub of equal type as approved by the Planning Director.
11. The building architecture, materials, and landscaping for the replacement lift station, designated 1-2 by JCSA, shall be approved by the Planning Director prior to the issuance of final site plan approval for the lift station.
12. The building architecture, orientation of the building, and materials of the pressure reducing station shall be designed to appear like a single-family residential structure and shall be approved by the Planning Director prior to final site plan approval. The property owner may apply for conceptual plan approval that shall, once approved by the Planning Director, bind the County's approval for the elements listed above.
13. The Planning Director shall approve the landscaping for the pressure-reducing station site prior to final site plan approval.
14. A critical grade muffler or other comparable noise reducing devices shall be installed on all noise generating equipment located within the pressure-reducing station.
15. A minimum 40-foot undisturbed perimeter buffer shall be maintained along the pressure reducing station's northern property line (closest to Monticello Avenue). A minimum 20-foot undisturbed perimeter buffer shall be maintained along the pressure-reducing station's southern, eastern, and western property lines. Upon approval of the Development Review Committee, portions of these buffer areas may be cleared to allow for the construction of necessary utilities, driveways, and related facilities. The Development Review Committee may also grant reductions in the required buffer widths if the applicant provides enhanced landscaping and/or berms that achieve a comparable level of tree canopy coverage. Enhanced landscaping shall be defined as quantities of landscape materials that meet or exceed 133 percent of the minimum Zoning Ordinance planting requirements.
16. Prior to the issuance of final site plan approval for the pressure-reducing station, an archaeological study for the pressure reducing station site, consistent with the County's Archaeology policy in effect as of the date of this approval, shall be submitted and approved by the Planning Director.
17. Upon determination from the Virginia Department of Conservation and Recreation Division of Natural Heritage that a Natural Resource Inventory is warranted for the pressure-reducing station site, the following condition shall apply.

A natural resource inventory, consistent with the County's Natural Resource Policy in effect as of the date of this approval, of suitable habitats for S1, S2, S3, G1, G2, or G3 resources in the study area, shall be submitted to the Planning Director for review and approval prior to land disturbance. If the

inventory confirms that such a resource either exists or could be supported by a portion of the site, a conservation management plan, consistent with the County's Natural Resource Policy as referenced above, shall be submitted to and approved by the Planning Director for the affected area. All inventories and conservation management plans shall meet the Virginia Division of Natural Heritage's standards for preparing such plans, and shall be conducted under the supervision of a qualified biologist as determined by the Virginia Division of the Natural Heritage or the United States Fish and Wildlife Service. All approved conservation management plans shall be incorporated into the plan of development for the site, and the clearing, grading, or construction activities thereon, to the maximum extent possible. Upon approval by the Planning Director, a mitigation plan may substitute for the incorporation of the conservation management plan in the plan of development for the site.

The landowner may submit an inventory and conservation management plan anytime prior to final site plan approval. When approved by the Planning Director, the inventory and conservation management plan shall become binding elements and will satisfy this condition.

18. This special use permit is not severable. Invalidation of any word, phrase, clause, sentence, or paragraph shall invalidate the remainder.

2. Case Nos. Z-8-99, Z-9-99, and SUP-23-99. Prime Outlets Expansion. Phase V

Mr. Paul D. Holt, III, Senior Planner, stated that Mr. Alvin Anderson had applied on behalf of Prime Outlets at Williamsburg, LLC, the Kingdom Hall of Jehovah's Witnesses, and the Travco Hotel Group for a special use permit to allow a 67,075± square foot expansion of Prime Outlets, and had also applied to amend the existing proffers of the Jehovah's Witnesses site and the current proffers for Phase IV of the project formerly known as the McCormick property.

Mr. Holt stated that the proffers include implementing traffic improvements to Richmond Road; proposal with conditions was compatible with surrounding development and zoning; existing and recommended traffic improvements, Richmond Road Signalization Study, and signal timing addressed generation of traffic from expansion; and proposal was consistent with the Comprehensive Plan.

In concurrence with staff, the Planning Commission, by a vote of 5-1, recommended approval with conditions listed in the resolutions.

Board members discussed whether construction of new building would impact the cemetery; landscaping along Richmond Road; would signalization improvements change internal flow of traffic; were improvements for mass or public transportation planned; parking close to property line in the rear, traffic pattern for supply trucks, and restriction of dumpsters behind the building.

Mr. Edwards opened the public hearing.

1. Mr. Gregory Davis, representing Prime Outlets, responded to questions that relocation of the major entrance and signalization of traffic lights would handle traffic; delivery trucks would use a shared driveway with the Minor Christian property; public transportation stop was at Route 60; Master Plan amendment honored the brightline designation between Community Commercial and adjacent residential; and expansion would generate additional tax revenues and 75 new jobs.

Mr. Edwards closed the public hearing.

Mr. Sisk made a motion to approve the resolutions for Case Nos. Z-8-99, Z-9-99, and SUP-23-99.

Mr. Bradshaw stated that he was a member of the Board of Trustees of Williamsburg Memorial Park, but could vote with no conflict of interest.

Board, staff and applicant discussion followed regarding the importance of maintaining the brightline boundary with no commercial expansion west on Route 60 towards Lightfoot, and retention of more than ten feet of the 20-foot buffer between the buildings and the cemetery for sight and sound screening.

On a roll call, the vote was: AYE: Nervitt, Sisk, McGlennon, Bradshaw, Edwards (5). NAY: (0).

RESOLUTION

CASE NO. Z-8-99. EXPANSION OF PRIME OUTLETS

WHEREAS, in accordance with §15.2-2204 of the Code of Virginia and Section 24-15 of the James City County Zoning Ordinance, a public hearing was advertised, adjoining property owners notified, and a hearing scheduled on Case No. Z-8-99 for rezoning Parcel No. (1-29) on the James City County Real Estate Tax Map No. (33-1) for the purposes of amending the proffers originally accepted as part of James City County Case No. Z-18-95, from B-1, General Business, with proffers, to B-1, General Business, with proffers; and

WHEREAS, on October 4, 1999, the Planning Commission recommended approval of this application by a vote of 5-1.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve Case No. Z-8-99 and accepts the voluntary proffers.

RESOLUTION

CASE NO. Z-9-99 EXPANSION OF PRIME OUTLETS

WHEREAS, in accordance with §15.2-2204 of the Code of Virginia, and Section 24-15 of the James City County Zoning Ordinance, a public hearing was advertised, adjoining property owners notified and a hearing scheduled on Case No. Z-9-99 for rezoning Parcel No. (1-28) on the James City County Real Estate Tax Map No. (33-1), for the purposes of amending the proffers originally accepted as part of James City County Case No. Z-2-88, from B-1, General Business, with proffers, to B-1, General Business, with proffers; and

WHEREAS, on October 4, 1999, the Planning Commission recommended approval of this application by a vote of 5-1.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve Case No. Z-9-99 and accepts the voluntary proffers.

RESOLUTION**CASE NO. SUP-23-99 EXPANSION OF PRIME OUTLETS**

- WHEREAS, the Board of Supervisors of James City County has adopted by ordinance specific land uses that shall be subjected to a special use permit process; and
- WHEREAS, Mr. Alvin Anderson has applied on behalf of Prime Outlets at Williamsburg, L.L.C., Prime Outlets at Williamsburg II, L.P., the Kingdom Hall of Jehovah's Witnesses, and the Travco Hotel Group for a special use permit to allow for a 67,075± square foot expansion of Prime Outlets; and
- WHEREAS, Mr. Anderson has also applied to amend the existing conditions of approval of James City County Case No. SUP-8-94; and
- WHEREAS, the conditions listed below replace the conditions of approval of James City County Case No. SUP-8-94; and
- WHEREAS, the proposed expansion is shown on the master plan prepared by Langley & McDonald, P.C., dated July 7, 1999, and entitled "Master Plan Prime Retail Outlet Expansion;" and
- WHEREAS, the property is located on land zoned B-1, General Business, and can be further identified as Parcel Nos. (1-33C), (1-28), (1-29) and a 1.64± acre portion of (1-33A) on the James City County Real Estate Tax Map No. (33-1); and
- WHEREAS, the Planning Commission, following its public hearing on October 4, 1999, voted 5-1 to recommend approval of this application.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby approve the issuance of Special Use Permit No. SUP-23-99 as described herein with the following conditions:

1. All new exterior light fixtures on the Property shall have recessed fixtures with no lens, bulb, or globe extending below the casing. A lighting plan shall be submitted to, and approved by, the Planning Director which indicates no glare outside the property lines. "Glare" shall be defined as more than 0.1 footcandle at the property line or any direct view of the lighting source from the street or adjoining residentially designated property.
2. Development of the site shall be generally in accordance with the master plan, with such minor changes as the Development Review Committee determines does not change the basic concept or character of the development.
3. The building elevations for any commercial structure shall be approved by the Director of Planning prior to final site plan approval. The intent of this condition is to ensure that buildings on the site are compatible with the design, materials and color of the existing Prime Outlets buildings.
4. Prior to the issuance of any certificate of occupancy for any building addition, or new building, located on Tax Map Parcel Nos. (33-1)(1-28) or (33-1)(1-29), there shall be a 35-foot wide transitional buffer planted along the northern most property

line, as identified on the Master Plan. This area shall be planted at 133 percent of standards found in Section 24-94 of the James City County landscape ordinance (in terms of the numbers of trees and shrubs, not size), in a manner acceptable to the Director of Planning and with an emphasis on evergreen shade and understory trees. Furthermore, a fence shall be installed in this area, as indicated on the master plan. The fence shall be a maximum eight feet high and shall be vinyl coated and either black or green in color. Furthermore, the fence shall be setback from the property line at least three feet.

5. Prior to the issuance of any certificate of occupancy parking spaces shall be designated as "Employee Parking Only" and "One Way" traffic only, as appropriate, as shown on the master plan.
6. For all newly disturbed areas which are not currently covered by an impervious surface, prior to the issuance of a land disturbing permit, archaeological studies, consistent with County policy, shall be submitted to, and approved by, the Director of Planning for all areas on the site that will be disturbed. Unless otherwise approved by the Director of Planning, all recommendations of the approved study shall be implemented by the developer.
7. No dumpsters shall be allowed on any portion of the service road located behind the proposed buildings along the northern property line where the service road is 20 feet in width or less.
8. A Land Disturbing Permit shall be obtained by the developer for this project within three years from the date of approval of this special use permit or the permit shall become void.
9. This special use permit is not severable. Invalidity of any word, phrase, clause, sentence or paragraph shall invalidate the remainder.

Mr. Bradshaw made a motion to approve the resolution on Richmond Road Signalization.

On a roll call, the vote was: AYE: Nervitt, Sisk, McGlennon, Bradshaw, Edwards (5). NAY: (0).

RESOLUTION

RICHMOND ROAD SIGNALIZATION

WHEREAS, the 1997 Comprehensive Plan states: "future commercial and residential development proposals along Richmond Road will require careful analysis to determine the impacts such development would have on the surrounding road network. Minimizing the number of new signals and ensuring efficient signal coordination will be crucial;" and

WHEREAS, the Board of Supervisors of James City County has taken steps to protect the orderly development of Richmond Road by adopting the "Richmond Road Signalization Study," prepared by the Hampton Roads Planning District Commission (HRPDC) in June, 1993; and

WHEREAS, the "Hampton Roads Access Management Model" was prepared by the HRPDC in June, 1997, for the purpose of updating the "Richmond Road Signalization Study" and for the purpose of providing recommendations and guidelines to aid jurisdictions in their efforts to regulate access to major and minor thoroughfares to preserve their safety, capacity, and speed. As part of the "Hampton Roads Access Management Model," a Richmond Road "Signal Coordination Protection Program" was designed.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, requests that VDOT set the progression and timing of the two traffic signals at Prime Outlets, the traffic signal at the intersection of Richmond Road and Olde Towne Road (Route 658), and the traffic signal at the intersection of Richmond Road and Airport Road (Route 645), and others as necessary, in accordance with the recommendations of the Hampton Roads Access Management Plan and the U.S. 60 Signal Coordination Protection Program contained therein.

3. Amend and Reordain Chapter 14, Outdoor Gatherings

Mr. John T. P. Horne, Manager of Development Management, stated that the proposed amendment authorized the County Administrator to approve or deny an outdoor gathering permit. He further stated that the proposed amendment also applied to Sections 14-2, 14-5, and 14-6(n).

Staff recommended approval.

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

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

On a roll call, the vote was: AYE: Nervitt, Sisk, McGlennon, Bradshaw, Edwards (5). NAY: (0).

G. BOARD CONSIDERATIONS

1. Virginia Public School Authority Bond Issue

Ms. Carol O. Swindell, Assistant Manager of Financial Management Services, stated that approval of the resolution would ratify the interest rate and payment schedule for the Virginia Public School Authority bond issue to finance a portion of the cost of structural repairs to Toano Middle School, Clara Byrd Baker Elementary School, and D. J. Montague Elementary School.

Staff recommended approval of the resolution.

Discussion by Board and staff followed.

Mr. McGlennon made a motion to approve the resolution.

Mr. Nervitt asked about the status of the task force review of the events leading to the need for structural repairs at the three schools.

Mr. Sanford B. Wanner, County Administrator, stated that the Schools were providing information, State was asked to review past and current procedures and policies, the fact-finding group had met and requested information; both were in process with a report forthcoming early next year.

On a roll call, the vote was: AYE: Nervitt, Sisk, McGlennon, Bradshaw, Edwards (5). NAY: (0).

RESOLUTION RATIFYING CERTAIN PROVISIONS
OF A RESOLUTION AUTHORIZING THE ISSUANCE OF
GENERAL OBLIGATION SCHOOL BONDS,
SERIES 1999B, OF JAMES CITY COUNTY, VIRGINIA

WHEREAS, on September 28, 1999, the Board of Supervisors of James City County, Virginia (the "Board"), adopted a resolution (the "Bond Resolution") authorizing the issuance of up to \$1,250,000 General Obligation School Bonds, Series 1999B (the "Bonds") for sale to the Virginia Public School Authority (the "VPSA") pursuant to the terms thereof; and

WHEREAS, the Board desires to ratify and confirm certain provisions of the Bond Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of James City County, Virginia:

1. **Interest Rates on the Bonds and Principal Payment Schedule.** As provided in the Bond Resolution, the actual interest rates on the Bonds are tied to the interest rates on certain bonds issued by the VPSA, which rates were determined by the VPSA on October 27, 1999. The Board hereby approves and ratifies the actual principal payment schedule and interest rates for the Bonds, which are set forth on Schedule I attached hereto. This Schedule I will also be attached to the form of the Bonds.
2. **Ratification.** The Bond Resolution is hereby ratified and confirmed and is in full force and effect. To the extent any provision of the Bond Resolution conflicts with any provision of this Resolution, the provisions of this Resolution shall control. The Board also ratifies and reaffirms the Resolution that it adopted on August 17, 1999 with respect to the declaration of the Board's intent to reimburse itself for expenditures made with respect to the projects being financed from the proceeds of the Bonds. This Resolution shall take effect immediately.
2. **Joint Use of School and Recreation Department Properties Agreement**

Mr. Needham Cheely, III, Director of Parks and Recreation, stated that the Williamsburg-James City County School Board, James City County Division of Parks and Recreation, and the City of Williamsburg Parks and Recreation agreement would provide improved access and utilization of school buildings, athletic facilities and parks and recreation areas. He further stated that a separate Joint Facility Operational Manual had been prepared for evaluation and modification administratively.

Staff recommended approval of the resolution.

Mr. McGlennon made a motion to approve the resolution.

On a roll call, the vote was: AYE: Nervitt, Sisk, McGlennon, Bradshaw, Edwards (5). NAY: (0).

RESOLUTION

JOINT USE OF SCHOOL AND RECREATION DEPARTMENT

PROPERTIES AGREEMENT

WHEREAS, James City County, the City of Williamsburg, and the Williamsburg-James City County School Board desire to improve the use of public facilities; and

WHEREAS, an Agreement has been developed that encourages shared use of such facilities.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, hereby approves the Joint Use of School and Recreation Department Properties Agreement and authorizes the Chairman to sign the Agreement on behalf of the Board.

3. Contribution to Williamsburg Area Chamber of Commerce Building Project

Mr. Sanford B. Wanner, County Administrator, stated that the Williamsburg Area Chamber of Commerce had requested a County contribution of \$100,000 over a period of four to five years to be used toward construction of the Williamsburg Area Chamber of Commerce and Tourism Bureau office located in the City of Williamsburg. He further stated that the current contribution is \$12,500 to the Chamber and \$550,000 to the Tourism Bureau.

Staff recommended a contribution of \$50,000 to the Williamsburg Area Chamber of Commerce towards its building program, in increments of \$25,000 during Fiscal Years 2001 and 2002, with funds coming from proceeds of the room tax with these amounts deducted from the contribution made to the Williamsburg Visitors and Tourism Bureau in those fiscal years.

Mr. Sisk made a substitute motion to fund \$100,000 over five years to Chamber's Capital Campaign with funds other than a deduction from Tourism Bureau contribution.

Board and staff discussion followed regarding forthcoming budget requests, benefit to County needed with use of tax dollars, and cooperation with neighboring locality.

On a roll call for the substitute motion, the vote was: AYE: Nervitt, Sisk (2). NAY: McGlennon, Bradshaw, Edwards (3).

Mr. Edwards made a motion to approve the resolution.

On a roll call, the vote was: AYE: Nervitt, Sisk, McGlennon, Bradshaw, Edwards (5). NAY: (0).

RESOLUTION**CONTRIBUTION TO WILLIAMSBURG AREA CHAMBER OF COMMERCE****BUILDING PROJECT**

WHEREAS, the Board of Supervisors of James City County has been asked to contribute \$100,000 toward the construction of a new Williamsburg Area Chamber of Commerce and Tourism Bureau office building as part of the Northington Block in the City of Williamsburg.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of James City County, Virginia, does hereby pledge, subject to annual confirming actions of future Boards of Supervisors, the amount of \$50,000 toward the construction of an office building for the Williamsburg Area Chamber of Commerce with said amount to be funded from room tax proceeds dedicated to the Williamsburg Visitors and Tourism Bureau in two equal installments in the budgets for Fiscal Years 2001 and 2002.

H. PUBLIC COMMENT - None

I. REPORTS OF THE COUNTY ADMINISTRATOR

Mr. Wanner announced a James City County Environmental Awareness Tour, County Waste Chase, on Saturday, November 13, 1999, and the Courthouse Dedication on Friday, November 12, 1999, at 4:30 p.m. with United States Supreme Court Justice Sandra Day O'Connor as speaker. He recommended a James City Service Authority Board of Directors meeting, followed by a Closed Meeting pursuant to Section 2.1-344(A)(3) to consider acquisition of four parcels of property, and Section 2.1-344(A)(1) appointment of individuals to County boards and/or commissions.

Mr. Wanner recommended the Board of Supervisors recess until 12:30 p.m., Wednesday, November 10, 1999, to assemble to travel to observe Jamestown Road bridge repair and return to Building C Board Room at 2:00 p.m. for a Work Session on 2007 Celebration.

J. BOARD REQUESTS AND DIRECTIVES

Mr. Sisk thanked everyone for their kind words of support after the passing of his father.

Mr. McGlennon announced the passing of S. Dean Olson, who was well-known in the community and the College of William and Mary.

Mr. Edwards recessed the Board for a James City Service Authority Board of Directors meeting, at 9:14 p.m.

Mr. Edwards reconvened the Board into open session and made a motion to convene into Closed Meeting as mentioned above by the County Administrator, at 9:21 p.m.

On a roll call, the vote was: AYE: Nervitt, Sisk, McGlennon, Bradshaw, Edwards (5). NAY: (0).

K. CLOSED MEETING

Mr. Edwards reconvened the Board into open session at 10:19 p.m., and made a motion to approve the Closed Session resolution.

On a roll call, the vote was: AYE: Nervitt, Sisk, McGlennon, Bradshaw, Edwards (5). NAY: (0).

RESOLUTION**CERTIFICATION OF CLOSED MEETING**

WHEREAS, the Board of Supervisors of James City County, Virginia, (Board) has convened a closed 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 closed 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 closed meeting to which this certification resolution applies; and, ii) only such public business matters were heard, discussed or considered by the Board as were identified in the motion, Section 2.1-344(A)(1), appointment of individuals to County boards and/or commissions and Section 2.1-344(A)(3), acquisition of parcels of property for public use.

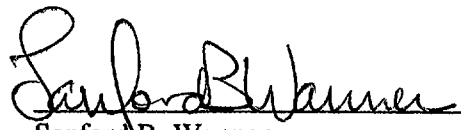
Mr. Edwards made a motion to reappoint Timothy Mills to a five-year term on the Board of Building Adjustments and Appeals, term expiring December 5, 2004; and to appoint William C. Porter, Jr., to a four-year term on the Williamsburg Regional Library System Board, term expiring June 30, 2003.

On a roll call, the vote was: AYE: Nervitt, Sisk, McGlennon, Bradshaw, Edwards (5). NAY: (0).

Mr. Edwards made a motion to recess until Wednesday, November 10, 1999, at 12:30 p.m. for a tour of the Jamestown Road bridge repair.

On a roll call, the vote was: AYE: Nervitt, Sisk, McGlennon, Bradshaw, Edwards (5). NAY: (0).

The Board recessed at 10:22 p.m.


Sanford B. Wanner
Clerk to the Board

James City County Substance Abuse Policy
James City County Transit Substance Abuse Policy
Effective November 9, 1999

1.0 POLICY

James City County Transit (JCCT) is dedicated to providing safe, dependable, and economical transportation services to our transit system passengers. JCCT employees are our most valuable resource and it is our goal to provide a healthy, satisfying working environment that promotes personal opportunities for growth. In meeting these goals, it is our policy to 1) assure that employees are not impaired in their ability to perform assigned duties in a safe, productive, and healthy manner; 2) create a workplace environment free from the adverse effects of drug abuse and alcohol misuse; 3) prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances; and 4) to encourage employees to seek professional assistance anytime personal problems, including alcohol or drug dependency, adversely affect their ability to perform their assigned duties.

2.0 PURPOSE

The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risks posed by the misuse of alcohol and use of prohibited drugs. This policy is also intended to comply with all applicable Federal regulations governing workplace anti-drug and alcohol programs in the transit industry. The Federal Transit Administration (FTA) of the U.S. Department of Transportation (DOT) has published 49 CFR Part 653 and Part 654, as amended, that mandate urine drug testing and breath alcohol testing for safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result. The U.S. Department of Transportation has also published 49 CFR Part 40, as amended, that sets standards for the collection and testing of urine and breath specimens. In addition, the Federal government published 49 CFR Part 29, "The Drug-Free Workplace Act of 1988," which requires the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. This policy incorporates those requirements for safety-sensitive employees and others when so noted.

3.0 APPLICABILITY

This policy applies to all employees covered by the FTA regulations referenced in paragraph 2.0 (i.e. safety-sensitive and non-safety-sensitive employees, paid part-time

All provisions set forth in bold face print are included consistent with requirements specifically set forth in 49 CFR Part 653, part 654, or Part 40 as amended. Provisions set forth in the Drug-Free Workplace Act (49 CFR Part 29) are delineated in Italics. All other provisions are set forth under the authority of JCCT.

Employees, contract employees, and contractors when they are on JCCT property or when performing any transit-related safety-sensitive or non-safety-sensitive business. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Visitors, vendors, and contractor employees are governed by this policy while on JCCT premises and will not be permitted to conduct JCCT business if found to be in violation of this policy.

A safety-sensitive function is any duty related to the safe operation of mass transit service including the operation of a revenue service vehicle (whether or not the vehicle is in revenue service), dispatch, maintenance of a revenue service vehicle or equipment used in revenue service, and any other employee who holds a Commercial Driver's License. Maintenance functions include the repair, overhaul, and rebuild of engines, vehicles and/or equipment. A list of safety-sensitive positions that perform one or more of the above-mentioned duties is attached.

4.0 PROHIBITED SUBSTANCES

"Prohibited substances" addressed by this policy include the following:

4.1 Illegally Used Controlled Substances or Drugs

The use of any illegal drug or any substance identified in Schedules I through V of Section 202 of the Controlled Substance Act (21 U.S.C. 812), as further defined by 21 CFR 1300.11 through 1300.15 is prohibited at all times unless a legal prescription has been written for the substance. This includes, but is not limited to marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes use of any illegal drug, misuse of legally prescribed drugs, and use of illegally obtained prescription drugs. **Safety sensitive employees will be tested for marijuana, cocaine, amphetamines, opiates, and phencyclidine as described in Section 6.0 of this policy.**

4.2 Legal Drugs

The appropriate use of legally prescribed drugs and non-prescription medications is not prohibited. However, the use of any substance which carries a warning label that indicates that mental functioning, motor skills, or judgement may be adversely affected must be reported to an **employee's** supervisor. In addition, the employee must obtain a written release from the attending physician releasing the

person to perform their job duties any time they obtain a performance-altering prescription.

A legally prescribed drug means that individual has a prescription or other written approval from a physician for the use of a drug in the course of medical treatment. It must include the patient's name, the name of the substance, quantity/amount to be taken, and the period of authorization. The misuse or abuse of legal drugs while performing JCCT business is prohibited.

4.3 Alcohol

The use of beverages containing alcohol or substances including any medication, mouthwash, food, candy, or any other substance such that alcohol is present in the body while performing JCCT business is prohibited. The concentration of alcohol is expressed in terms of alcohol per 210 liters of breath as measured by an evidential breath-testing device.

5.0 PROHIBITED CONDUCT

5.1 Manufacture, Trafficking, Possession, and Use

JCCT employees are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of prohibited substances on JCCT premises, in JCCT vehicles, *in uniform or while on JCCT business*. Employees who violate this provision will be discharged. Law enforcement shall be notified, as appropriate, where criminal activity is suspected.

5.2 Intoxication/Under the Influence

Any JCCT employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees found to be under the influence of a prohibited substance or **who fail to pass a drug or alcohol test shall be removed from duty and subject to disciplinary action.** A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

5.3 Alcohol and Drug Use

No JCCT safety sensitive or non-safety sensitive employee should report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her breath alcohol concentration is 0.02 or greater. No employee shall use alcohol when on duty, in uniform, while performing safety-sensitive functions, or just before or just after performing a safety-sensitive function. No safety-sensitive or non-safety-

sensitive employee shall use alcohol within four hours of reporting for duty, or during the hours that they are on call.

All safety-sensitive employees are prohibited from reporting for duty or remaining on duty any time there is a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended. Violation of these provisions is prohibited and punishable by disciplinary action up to and including termination.

5.4 Compliance with Testing Requirements

All safety-sensitive employees will be subject to urine drug testing and breath alcohol testing as a condition of employment. Any safety-sensitive or non-safety sensitive employee who refuses to comply with a request for testing shall be removed from duty and their employment terminated. Any safety-sensitive or non-safety-sensitive employee who is suspected of providing false information in connection with a test, or who is suspected of falsifying test results through tampering, contamination, adulteration, or substitution will be required to undergo an observed collection. Verification of falsifying test results will result in the employee's removal from duty and their employment terminated. Refusal can include an inability to provide a sufficient urine specimen or breath sample without a valid medical explanation, as well as a verbal declaration, obstructive behavior, or physical absence resulting in the inability to conduct the test. Drug tests can be performed any time a safety sensitive employee is on duty. An alcohol test can be performed when the safety sensitive employee is actually performing a safety sensitive duty, just before, or just after the performance of a safety sensitive duty. Drug and alcohol testing can be done whenever there is reasonable suspicion that an employee is under the influence of drugs and/or alcohol.

5.5 Treatment Requirements

All employees are encouraged to make use of the available resources for treatment for alcohol misuse and illegal drug use problems. Under certain circumstances, employees may be required to undergo treatment for alcohol misuse. Any employee who refuses or fails to comply with JCCT requirements for treatment, after care, or return to duty shall be subject to disciplinary action, up to and including termination. The cost of any treatment or rehabilitation services will be paid for directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

5.6 Notifying JCCT of Criminal Drug Conviction

All employees are required to notify JCCT of any criminal drug statute conviction for a violation within five days after such conviction. Failure to comply with this provision shall result in disciplinary action, up to and including termination.

5.7 Proper Application of the Policy

JCCT is dedicated to assuring fair and equitable application of this substance abuse policy. Therefore, supervisors/managers are required to use and apply all aspects of this policy in an unbiased and impartial manner. Any supervisor/manager who knowingly disregards the requirements of this policy, or who is found to deliberately misuse the policy in regard to subordinates, shall be subject to disciplinary action, up to and including termination.

6.0 TESTING PROCEDURES

Analytical urine drug testing and breath testing for alcohol may be conducted when circumstance warrant or as required by Federal regulations. All safety-sensitive and non-safety-sensitive employees covered by this Policy shall be subject to testing prior to employment, for reasonable suspicion, and following an accident as defined in Section 6.2, 6.3, and 6.4 of this Policy. In addition, all safety-sensitive and non-safety-sensitive employees will be tested prior to returning to duty after failing an alcohol test and after completion of the Substance Abuse Professional's recommended treatment program and subsequent release to duty. Follow-up testing will also be conducted following return to duty for a period of one to five years, with at least six tests performed during the first year.

Those employees who perform safety-sensitive functions as defined in the attachment to this policy shall also be subject to testing on a random, unannounced basis.

Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Service (DHHS). All testing will be conducted consistent with the procedures put forth in 49 CFR Part 40, as amended. The procedures will be performed in a private, confidential manner and every effort will be made to protect the employee, the integrity of the drug testing procedure, and the validity of the test result.

The drugs that will be tested for include marijuana, cocaine, opiates, amphetamines, and phencyclidine. Urine specimens will be collected using the split specimen collection method described in 49 CFR Part 40. Each specimen will be accompanied by a DOT Chain of Custody and Control Form and identified using a unique identification number that attributes the specimen to the correct individual. An initial drug screen will be conducted on the primary urine specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed.

The test will be considered positive if the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended. Attachment C lists the minimum thresholds established for each drug and/or its metabolites. The test results from the laboratory will be reported to a Medical Review Officer (MRO). An MRO is a licensed physician with detailed knowledge of substance abuse disorders and drug testing. The MRO will review the test results to ensure the scientific validity of the test and to determine whether there is a legitimate medical explanation for a confirmed positive test result. The MRO will contact the employee, notify the employee of the positive laboratory result, and provide the employee with an opportunity to explain the confirmed test result. The MRO will subsequently review the employee's medical history/medical records to determine whether there is a legitimate medical explanation for a positive laboratory result. If no legitimate medical explanation is found, the test will be verified positive and reported to JCCT's designated contact. If a legitimate explanation is found, the MRO will report the test result as negative.

The split specimen will be stored at the initial laboratory until the analysis of the primary specimen is completed. If the primary specimen is negative, the split will be discarded. If the primary is positive, the split will be retained for testing if so requested by the employee through the MRO.

In instances where there is a reason to believe an employee is abusing a substance other than the five drugs listed above, JCCT reserves the right to test for additional drugs under JCCT's own authority using standard laboratory testing protocols.

Tests for breath alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved testing device operated by a trained technician. If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. The confirmatory test will be performed using an NHTSA-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). The EBT will identify each test by a unique sequential identification number. This number, time, and unit identifier will be provided on each EBT printout. The EBT printout along with an approved alcohol testing form will be used to document the test, the subsequent results, and to attribute the test to the correct employee. The test will be performed in a private, confidential manner as required by 49 CFR Part 40 as amended. The procedure will be followed as prescribed to protect the employee and to maintain the integrity of the alcohol testing procedures and validity of the test result.

A safety-sensitive or non-safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will be removed from his/her position for eight hours unless a retest results in a concentration

measure of less than 0.02. The inability to perform safety-sensitive duties due to an alcohol test result of greater than 0.02 but less than 0.04 will be considered an unexcused absence subject to JCCT disciplinary procedures. **An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy and a violation of the requirements set forth in 49 CFR Part 654 for safety-sensitive employees.**

Any employee who has a confirmed positive drug or alcohol test will be removed from his/her position, informed of educational and rehabilitation programs available, and referred to a Substance Abuse Professional (SAP) for assessment. A positive drug and/or alcohol test will also result in disciplinary action up to and including termination.

The JCCT affirms the need to protect individual dignity, privacy, and confidentiality throughout the testing process. In addition, if at any time the integrity of the testing procedures or the validity of the test results is compromised, the test will be cancelled.

6.1 Employee Requested Testing

Any safety-sensitive or non-safety-sensitive employee who questions the results of a required drug test under paragraphs 6.2 through 6.7 of this policy may request that the split sample be tested. This test must be conducted at a different DHHS-certified laboratory. The test must be conducted on the split sample that was provided by the employee at the same time as the original sample. The employee will pay all costs for such testing unless the result of the split sample test invalidates the result of the original test. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the MRO within 72 hours of notice of the original sample verified test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

6.2 Pre-Employment Testing

All applicants for safety-sensitive positions covered by this Policy shall undergo urine drug testing prior to hire or transfer into a safety-sensitive position. Receipt by JCCT of a negative drug test result is required prior to employment. Failure of a pre-employment drug test will disqualify an applicant for employment for a period of 120 days. Evidence of the absence of drug dependency from a Substance Abuse Professional that meets with the approval of the JCCT and a negative pre-employment drug test will be required prior to further consideration for employment. The cost for the assessment and any subsequent treatment will be the sole responsibility of the individual. In instances where an individual is on temporary leave, i.e. vacation, sick, jury duty, no pre-employment test is required before an individual can resume his/her safety-

sensitive duties. However, in instances where the individual's status within the organization changes or is reclassified for more than 120 days (i.e., seasonal layoff, leave of absence, out of work or reassigned for worker's compensation) a pre-employment test is required prior to reassignment to a safety-sensitive job function.

6.3 Reasonable Suspicion Testing

All safety-sensitive and non-safety-sensitive employees covered by this Policy may be subject to a fitness for duty evaluation, and urine and/or breath testing when there are reasons to believe that drug or alcohol use is adversely affecting job performance. A reasonable suspicion referral for testing will be made on the basis of documented objective facts and circumstances that are consistent with the short-term effects of substance abuse or alcohol misuse. Examples of reasonable suspicion include, but are not limited to, the following:

1. Physical signs and symptoms consistent with prohibited substance use or alcohol misuse.
2. Evidence of the manufacture, distribution, dispensing, possession, or use of controlled substances, drugs, alcohol, or other prohibited substance.
3. Occurrence of a serious or potentially serious accident that may have been caused by prohibited substance abuse or alcohol misuse.
4. Fights (to mean physical contact), assaults, and flagrant disregard or violations of established safety, security, or other operating procedures.

Reasonable suspicion referrals must be made by a supervisor who is trained to detect the signs and symptoms of drug and alcohol use and who reasonably concludes that an employee may be adversely affected or impaired in his/her work performance due to possible prohibited substance abuse or alcohol misuse.

6.4 Post-Accident Testing

All safety-sensitive employees covered by this Policy will be required to undergo urine and breath testing if they are involved in an accident with a JCCT vehicle (regardless of whether or not the vehicle is in revenue service) that results in a fatality. This includes all surviving safety-sensitive employees that are operating the vehicle and any other whose performance could have contributed to the accident. In addition, a post-accident test will be conducted if an accident results in injuries requiring immediate transportation to a medical treatment facility; or one or more vehicles incurs disabling damage; unless the employee can be completely discounted as a contributing factor to the accident. The accident definition may include

some incidents where an individual is injured even though there is no vehicle collision.

Following an accident, the safety-sensitive employees will be tested as soon as possible, but not to exceed eight hours for alcohol testing and 32 hours for drug testing. Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol test. Any safety-sensitive employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test and their employment terminated. Employees tested under this provision will include not only the operations personnel, but also any other covered employee whose performance could have contributed to the accident.

If JCCT is unable to perform an FTA drug and alcohol test (i.e., employee is unconscious, employee is detained by law enforcement agency), JCCT may use drug and alcohol post-accident test results administered by State and local law enforcement officials. The State and local law enforcement officials must have independent authority for the test and the employer must obtain the results in conformance with state and local law.

6.5 Random Testing

Employees in safety-sensitive positions covered by this Policy will be subjected to random, unannounced testing. The selection of safety-sensitive employees for random alcohol testing will be made using a scientifically valid method that ensures each covered employee that they will have an equal chance of being selected each time selections are made. The random tests will be unannounced and spread throughout the year. Tests can be conducted at any time during an employee's shift (i.e. beginning, middle, end). Employees are required to proceed immediately to the collection site upon notification of their random selection.

6.6 Return-To-Duty Testing

All safety-sensitive and non-safety-sensitive employees who previously tested positive on an alcohol test must test negative (below 0.02 for alcohol) on a return-to-duty test and be evaluated and released to duty by a Substance Abuse Professional before returning to work. A Substance Abuse Professional (SAP) is a licensed physician or certified psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse. The SAP must also have clinical experience in the diagnosis and treatment of drug and alcohol related diseases. Before scheduling the return to duty test, the SAP must assess the employee and determine if the required treatment has been completed.

6.7 Follow-Up Testing

Safety-sensitive and non-safety-sensitive employees will be required to undergo frequent, unannounced urine and/or breath testing following their return to duty. The follow-up testing will be performed for a period of one to five years with a minimum of six tests to be performed the first year. A qualified SAP will determine the frequency and duration of the follow-up tests beyond the minimum.

7.0 EMPLOYMENT ASSESSMENT

Any safety-sensitive or non-safety-sensitive employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds set forth in 49 CFR Part 40, as amended, will be referred for evaluation by a Substance Abuse Professional (SAP). The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited drug use or alcohol misuse.

A Substance Abuse Professional (SAP) is a licensed physician or certified psychologist, social worker, employee assistance professional, or addiction counselor certified by the National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol and Other Drug Abuse. The SAP must also have clinical experience in the diagnosis and treatment of drug and alcohol related diseases.

Assessment by a SAP or participation in James City County's Employee Assistance Program does not shield an employee from disciplinary action or guarantee employment or reinstatement with JCCT. The County's Standards of Conduct should be consulted to determine the penalty for performance-based infractions and violation of policy provisions.

If a safety-sensitive or non-safety-sensitive employee is allowed to return-to-duty, he/she must properly follow the rehabilitation program prescribed by the SAP, the employee must have negative return-to-duty drug and alcohol tests, and be subject to unannounced follow-up testing for a period of one to five years. The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider. Employees will be allowed to take accumulated sick leave and vacation leave to participate in the prescribed rehabilitation program.

8.0 INFORMATION DISCLOSURE

All drug and alcohol testing records will be maintained in a secure manner so that disclosure of information to unauthorized persons does not occur. Information will only be released in the following circumstances:

1. to a third party only as directed by specific, written instruction of the employee;
2. to the decision-maker in a lawsuit, grievance, or other proceeding initiated by or on the behalf of the employee tested;
3. to a subsequent employer upon receipt of a written request from the employee;
4. to the National Transportation Safety Board during an accident investigation;
5. to the DOT or any DOT agency with regulatory authority over the employer or any of its employees, or to a State oversight agency authorized to oversee rail fixed-guideway systems; or
6. to the employee, upon written request.

8.1 RECORDS RETENTION AND DISPOSITION

Drug and alcohol screening or testing records that document the administration and results of screening or testing of job applicants or employees for illegal drug or alcohol use will be retained for three years after administration of tests and then destroyed.

9.0 EMPLOYEE AND SUPERVISOR TRAINING

All safety sensitive employees covered by this Policy will undergo a minimum of 60 minutes of training on the signs and symptoms of drug use including the effects and consequences of drug use on personal health, safety, and the work environment. The training must also include manifestations and behavioral cues that may indicate prohibited drug use.

Supervisors will also receive 60 minutes of reasonable suspicion training on the physical, behavioral, and performance indicators of probable drug use and 60 minutes of additional reasonable suspicion training on the physical, behavioral, speech, and performance indicators of probable alcohol misuse.

Information on the signs, symptoms, health effects and consequences of alcohol misuse is presented in Attachment B of this policy.

10.0 RE-ENTRY CONTRACTS

Employees who re-enter the workforce must agree to a re-entry contract. That contract may include (but is not limited to);

1. A release to work statement form the Substance Abuse Professional.

2. A negative test for drugs and/or alcohol.
3. An agreement to unannounced frequent follow-up testing for a period of one to five years with at least six tests performed the first year.
4. A statement of work-related behaviors.
5. An agreement to follow specified after care requirements with the understanding that violation of the reentry contract is grounds for termination.

11.0 SYSTEM CONTACT

Any questions regarding this policy or any other aspect of the drug free and alcohol-free transit program should contact the following County representative:

Program Manager:

Name: Carol M. Luckam
Title: Human Resource Manager
Address: James City County
Telephone Number: (757) 253-6682
FAX Number: (757) 253-6878

Medical Review Officer:

Name: Dr. Arthur Ryan
Address: COSHA, Inc.
 3800 Meadowdale Blvd.
 Richmond, VA 23234
Telephone Number: (804) 743-7613
FAX Number: (804) 743-8132

Substance Abuse Professional:

Name: Sentara Employee Assistance Program
Address: Koger 11, Suite 142
 Norfolk, VA 23502
Telephone Number: (800) 899-8174
FAX Number: (757) 461-0833

Board Approval:

Date

Resolution Number:

Safety-Sensitive Functions*

Transit Administrator
Transit Assistant
Lead Bus Driver
Bus Drivers
Fleet Maintenance Administrator
Shop Foreman
Automotive Mechanic

Or any others who operate a revenue service vehicle (whether or not the vehicle is in revenue service), dispatch (anyone who controls revenue service vehicles movement), maintenance of a revenue service vehicle or equipment used in revenue service, security personnel who carry firearms, and any other employee who holds a Commercial Drivers License.

Alcohol Fact Sheet

Alcohol is a socially acceptable drug that has been consumed throughout the world for centuries. It is considered a recreational beverage when consumed in moderation for enjoyment and relaxation during social gatherings. However, when consumed primarily for its physical and mood-altering effects, it is a substance of abuse. As a depressant, it slows down physical responses and progressively impairs mental functions.

Signs and Symptoms of Use

- Dulled mental processes
- Lack of coordination
- Odor of alcohol on breath
- Possible constricted pupils
- Sleepy or stuporous condition
- Slowed reaction rate
- Slurred speech

(Note: Except for the odor, these are general signs and symptoms of any depressant substance.)

Health Effects

The chronic consumption of alcohol (average of three servings per day of beer [12 ounces], whiskey [1 ounce], or wine [6 ounce glass]) over time may result in the following health hazards:

- Decreased sexual functioning
- Dependency (up to 10 percent of all people who drink alcohol become physically and/or mentally dependent on alcohol and can be termed? alcoholic?)
- Fatal liver diseases
- Increased cancers of the mouth, tongue, pharynx, esophagus, rectum, breast, and malignant melanoma
- Kidney disease
- Pancreatitis
- Spontaneous abortion and neonatal mortality
- Ulcers
- Birth defects (up to 54 percent of all birth defects are alcohol related).

Social Issues

- Two-thirds of all homicides are committed by people who drink prior to the crime.
- Two to three percent of the driving population is legally drunk at any one time. This rate is doubled at night and on weekends.
- Two-thirds of all Americans will be involved in an alcohol-related vehicle accident during their lifetimes.
- The rate of separation and divorce in families with alcohol dependency problems is 7 times the average.
- Forty percent of family court cases are alcohol problem related.
- Alcoholics are 15 times more likely to commit suicide than are other segments of the population.
- More than 60 percent of burns, 40 percent of falls, 69 percent of boating accidents, and 76 percent of private aircraft accidents are alcohol related.

The Annual Toll

- 24,000 people will die on the highway due to the legally impaired driver.
- 12,000 more will die on the highway due to the alcohol-affected driver.
- 15,800 will die in non-highway accidents.
- 30,000 will die due to alcohol-caused liver disease.
- 10,000 will die due to alcohol-induced brain disease or suicide.
- Up to another 125,000 will die due to alcohol-related conditions or accidents.

Workplace Issues

- It takes one hour for the average person (150 pounds) to process one serving of an alcoholic beverage from the body.
- Impairment in coordination and judgement can be objectively measured with as little as two drinks in the body.
- A person who is legally intoxicated is 6 times more likely to have an accident than a sober person is.

Attachment C

<u>Drug</u>	<u>Initial Levels Mg/ml</u>	<u>Confirmation Levels Mg/ml</u>
Marijuana	50	15
Cocaine	300	150
Opiate	2,000	2,000
Phencyclidine (PCP)	25	25
Amphetamines	1,000	500

CHAPTER 2

EMPLOYMENT PRACTICES

Section 2.1 Policy

It is and shall continue to be the policy of James City County to provide employment on an equal opportunity basis to all, and to administer its employment practices without regard to race, religion, national origin, physical handicap, age, or sex.

Section 2.2 Appointing Authority

The Board of Supervisors delegates to the County Administrator the responsibility for recruitment, selection, and appointment of employees within the guidelines of the approved budget.

Section 2.3 Employment Categories

- A. Permanent position - A permanent position is one established by the Board, funded in the budget, and projected to continue indefinitely unless the Board shall eliminate it. A permanent position may be either a full-time or a part-time position.
- B. Limited-term position - A limited term position is one established by the Board of Supervisors, funded under a special revenue source other than the operating general fund or James City Service Authority revenues, and projected to continue subject to the continuation of the respective program. In the event such funding should cease, the positions so affected shall have no guarantee of general County funding. A limited term position may be either a full-time or a part-time position.
- C. Temporary position - A temporary position is one established by the Board of Supervisors or the County Administrator to perform a specific function, such as a special project or to substitute for a permanent employee, with the term of employment depending on the continuing need for the function being performed. A temporary position may be either a full-time or a part-time position. A temporary position shall be maintained for no more than 12 months, although the position may be renewed by the Board of Supervisors or the County Administrator. Temporary employees may be discharged at the will of the County Administrator, without cause or hearing.
- D. On-call position - An on-call position is one established by the Board of Supervisors or the County Administrator to serve the County on an as-needed basis to provide necessary public service. Employees in on-call positions may be discharged at the will of the County Administrator, without cause or hearing.

- E. Other position - An other position is one in a department or office which does not follow all or some of the County's Personnel Policies. An other position may include: members of boards and commissions; elected and appointed officials; positions in agencies for which the County serves as fiscal agent; or positions in offices of Constitutional or appointed officials. An other position is projected to continue indefinitely and may be either full-time or part-time. Specific information regarding policies followed by other positions may be obtained from the Human Resource Department.

Section 2.4 Hours of Employment

- A. Full-Time Employment - Full-time employment refers to all positions so declared by the Board of Supervisors or the County Administrator. The employee filling a full-time position shall work the number of hours so designated by that department as full-time, which shall be a minimum of 40 hours per week, or 2,080 hours per year as a regular work schedule.
- B. Part-Time Employment - A part-time position is one which has as its regular work schedule, fewer hours per week or year than a comparable full-time position.
- C. Official Work Hours - The official hours of work for the County office and administrative personnel shall be 8:00 a.m. to 5:00 p.m. Monday through Friday with one hour for lunch. Because of differing requirements, schedules may vary from these times.

Section 2.5 Recruitment for Employment Vacancies

The Human Resource Department shall work with a department with a vacant position to determine the recruitment required to obtain qualified applicants to fill the vacancy.

- A. Internal Recruitment Policy: 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 request that recruitment be restricted to James City County and James City Service Authority employees in full-time and part-time permanent, limited-term, temporary and on-call positions and all individuals serving in the Community Work Experience Placement (CWEP) program placements in James City County and James City Service Authority.
- B. External Recruitment Policy: In those instances where recruitment is not restricted exclusively within the organization, recruitment for the vacant position shall be conducted externally, and applications from the general public and from employees shall be accepted.

Recruitment is not necessary when a position becomes vacant within six months of a previous recruitment effort for a position performing similar duties and when there are qualified applicants on file from which to select for employment.

Section 2.6 Employment Applications

Persons seeking to apply for employment with James City County shall be referred to the Human Resource Department. Applications shall be accepted only for posted vacancies, with the exception of police, fire and selected positions which experience high turnover or difficulty in recruitment. Specific positions must be designated on all employment applications to guarantee full review of the application in the selection process.

Section 2.7 Employment Tests and Examinations

- A. Required - The County Administrator may require, but is not limited to, utilization of one or more of the following tools in the pre-employment or post-employment process: oral interviews; evaluation of experience and training; reference and background checks; polygraph tests; written examinations; agility tests; performance tests; psychological tests and medical examinations. Applicants, if required to undergo skills testings, will normally be tested by the Human Resource Department staff, although occasional outside expertise may be utilized in test selection and administration. Tests used shall be predictive of success in the job under consideration.
- B. Refusal - Any applicant refusing to undergo any required tests or examinations shall be eliminated from further consideration; in such a situation, the applicant shall be deemed to have withdrawn the employment application.

Section 2.7.1 Physical Examinations

- A. Purpose - Physical examinations are provided by James City County and the James City Service Authority to: ensure that candidates offered employment and employees in designated job classes are able to safely and satisfactorily perform the required physical aspects of the duties of the position for which they have been selected; comply with local, State, and Federal regulations; ensure a safe work environment for employees and the public; and, reduce the prospect of future work-related injury or illness.
- B. Post-Offer Physicals - Physical examinations shall be required for all individuals offered employment for designated Public Safety and Operations positions prior to beginning work.
- C. Post-Employment Physicals - Designated Public Safety and Operations positions shall be required to have physical examinations after the initial post-offer physical, in accordance with the established Physical Exam Schedule.

- D. Definitions - For purposes of this section Public Safety positions include sworn Police positions, uniformed Fire positions, and Emergency Medical Services positions. Operations positions include those requiring a Commercial Driver's License, the use of a respirator, or any other positions identified as physically demanding.
- E. Content - The content of physical examinations may vary by position.
- F. Cost - The County shall pay the cost of required post-offer and post-employment physical examinations.

Section 2.8 References

All applicants for employment with the County are required to provide at least three work/personal references. It shall be the responsibility of the department manager where the vacancy exists to verify these references prior to employment of an applicant.

Section 2.9 Hiring of Relatives

- A. Restricted - No member of a family shall directly or indirectly supervise another member of the same family. A selection of a relative of a department manager or of a higher County official shall be reviewed and approved by the County Administrator prior to appointment. A relative of a member of the Board of Supervisors shall not be hired by the County in any capacity.
- B. Family - Relative or member of a family is defined for the purposes of this section as spouse, parent, spouses's parent, son, daughter, brother, sister, son-in-law, daughter-in-law, sister-in-law, brother-in-law, grandparents, grandchildren, step-children, guardian and step-parents.

Section 2.9.1. Special Employment Conditions

- A. General - Some job classes or positions require specific licenses or certifications, which are listed in the job description or class specification, such as a driver's license or Cardiac Technician designation. Employees in positions requiring such licenses or certifications must maintain them in order to continue their employment.
- B. Police and Fire Department Personnel - Employees in positions in the Police or Fire Departments which are covered by the Heart and Lung legislation and who begin employment on or after July 1, 1994, shall not use tobacco products in any form on or off duty. New hires who use tobacco products may be granted a period of time in which to stop.

Section 2.10 Orientation for New Employees

- A. Policy - It is the County policy to provide information to help all new employees learn more about the County and what is expected from them as employees of James City County.
- B. Personnel Department Responsibility - Employees in permanent and limited term positions shall meet with a Human Resource Department representative to insure that all formal paperwork related to employment is complete. The employee shall be given an Employee Handbook along with other pertinent data about employment with James City County.
- C. Department Manager Responsibility - The department manager shall require the supervisor of a new employee to explain job responsibilities, duties and working conditions and to provide general information regarding County facilities and organization.
- D. Employee Responsibility - It shall be the responsibility of the employee to read the Employee Handbook and to become familiar with its content, as well as all other County policies, procedures, and regulations.

Section 2.11 Probationary Period

- A. Objective - The probationary period is a trial period designed to give both the newly hired or promoted employee and the County an opportunity to determine whether the correct employment decision has been made.
- B. Duration - Employees appointed or promoted to permanent or limited term positions shall serve a probationary period of six (6) months. Persons appointed to sworn positions in the Police and Fire Departments and to Dispatcher positions shall serve a probationary period of twelve (12) months. The Department Manager, with the concurrence of the Human Resource Manager, may extend a probationary period for up to six additional months if it is deemed necessary to evaluate the employment decision.
- C. Termination - Employees serving probationary periods may be discharged or demoted at the will of the County Administrator, without cause or hearing.

Section 2.12 Substance Abuse Policy - (Revised 9/23/97)

- A. Purpose

Alcohol and drug use or impairment on the job may pose serious safety and health risks, not only to the user, but also to those who work with, or come in contact with, the user. Therefore, James City County's goal is to maintain a work environment free from the use of alcohol and illegal drugs, and to

ensure that employees are in a condition to perform their duties safely and effectively; to that end, James City County (County) has adopted the Substance Abuse Policy (Policy) with Appendix G, James City County Transit Substance Abuse Policy.

B. Objectives

1. To provide a workplace free from the harmful effects of substance abuse.
2. To protect the safety of employees and the public.
3. To comply with U. S. Department of Transportation Requirements for Public Transportation Employees (49 CFA, Parts 653 and 654) and Employees Requiring Commercial Drivers Licenses (49 CFT Part 382).

C. Policy

In compliance with the Drug-Free Workplace Act of 1988, and the Omnibus Transportation Employee Testing Act of 1991, and the rules formulated under these Acts, the County will take positive steps to identify and eliminate any drug and alcohol abuse in the workplace. This will be accomplished while treating employees with respect and dignity.

In order to maintain a safe work environment, it is the County's policy that the unlawful use, manufacture, distribution, or possession of drugs or alcohol on the job is strictly prohibited. Reporting to work under the influence of drugs or alcohol is also prohibited. Violations of the policy will result in discipline up to and including termination of employment, or withdrawal of a conditional offer of employment.

D. Definitions

1. Alcohol - the intoxicating agent in beverage alcohol, ethyl alcohol or other low molecular weights including methyl or isopropyl alcohol. Alcohol also includes any beverage, mixture, preparation, or medication containing alcohol.
2. Employee - any employee of the County or James City Service Authority, in full-time, part-time, permanent, limited-term, temporary, on-call, or other positions that follow the County personnel policies. This includes contract employees and contractors when they are performing safety-sensitive business.

3. Evidential Breath Testing Device - a type of equipment used for the testing of breath for the presence of alcohol.
4. Illegal Drug - any substance which is not legally obtainable or has been illegally obtained. Illegal drugs include all forms of amphetamines (e.g., racemic amphetamine, dextroamphetamine, methamphetamine), opiates (e.g. heroin, morphine, codeine), and phencyclidine (PCP), including marijuana and crack.
5. Mandated Safety-Sensitive Positions - those positions which:
- require a Commercial Driver's License;
 - operate revenue service vehicles, whether or not the vehicle is actually in revenue service;
 - operate a vehicle required to be operated by a holder of a Commercial Driver's License (CDL);
 - control the dispatch or movement of a revenue service vehicle; and
 - provide services to a revenue service vehicle or equipment used in revenue service.

All mandated safety-sensitive positions are identified in the County Compensation Plan.

6. Medical Review Officer (MRO) - a licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders, and has appropriate medical training to interpret and evaluate an individual's confirmed positive test results, together with his or her medical history and any other relevant biomedical information.
7. Non-mandated Safety-Sensitive Positions - all positions:
- whose work involves hazardous or potentially hazardous functions or requires the use or handling of hazardous or potentially hazardous equipment or materials that could cause injury to an employee or to the public;
 - directly responsible for the care or safety of children (18 years or younger); or,

- which have duties of such a nature that a lapse in constant attention or alertness may jeopardize the health or safety of other employees or the public.

All non-mandated safety-sensitive positions are identified in the County Compensation Plan.

8. Positive Test - results obtained from alcohol/drug screening and confirmatory testing, at any unsatisfactory test levels as established by the U.S. Department of Health and Human Services and adopted by the U.S. Department of Transportation, indicating that an employee is unfit for duty.
9. Random Testing - the process of identifying employees for testing based upon numerical data in a chance sequence.
10. Reasonable Suspicion - a specific observation of appearance, behavior, or speech that indicates an employee could be affected by alcohol and/or drugs.
11. Reportable Accident - any accident:
 - where the employee is the driver of the vehicle or equipment and is cited by Police for a moving violation;
 - with a fatality;
 - in which there is a personal injury;
 - in which any person receives immediate medical attention away from the scene of the accident;
 - where any vehicle or equipment must be towed from the scene; or,
 - where a transit vehicle is involved and must be removed from revenue service.
12. Screening Test - an immunoassay screen to eliminate "negative" urine specimens from further analysis or an analytic procedure to determine whether an employee may have a prohibited concentration of alcohol in a breath specimen.
13. Substance Abuse Professional (SAP) - A licensed physician (Medical Doctor or Doctor of Osteopathy), licensed or certified psychologist, social worker, employee assistance professional, or addiction

counselor certified by National Association of Alcoholism and Drug Abuse Counselors Certification Commission or by the International Certification Reciprocity Consortium/Alcohol or other Drug Abuse, with knowledge of, and clinical experience in the diagnosis and treatment of alcohol and substance abuse disorders.

14. Under the Influence - observable behavior which indicates the employee is affected by a drug and/or alcohol; and/or, having a breath alcohol level or drugs in the body at any unsatisfactory test levels as established by the U.S. Department of Health and Human Services and/or adopted by the U.S. Department of Transportation.

E. Applicability

1. All employees are subject to:
 - a) Reasonable Suspicion Testing;
 - b) Testing when initially promoted/demoted or transferred to a mandated or non-mandated safety-sensitive position;
 - c) Return to Duty Follow-up Testing for alcohol.
2. Employees that are in mandated safety-sensitive positions, in addition, are also subject to:
 - a) Random Testing
 - b) Post Reportable Accident Testing
3. Applicants for mandated and non-mandated safety-sensitive positions are subject to post offer testing.
4. Prior to hiring an applicant for a mandated safety sensitive position, reference checks will be done with the past two employers regarding the outcome of previous substance abuse testing.

F. Responsibilities

1. Mandated employees must:
 - a) Not use alcohol for four hours prior to reporting to work;
 - b) Not use alcohol during the eight (8) hours immediately following an accident in a County vehicle if fault has not been determined and the alcohol/drug test has not been administered; and

- c) Attend all required substance abuse training programs as appropriate.

2. Mandated and Non-mandated employees must:

- a) Not report to work or perform work duties while their ability to perform job duties is impaired due to alcohol or drug use;
- b) Not possess or use illegal drugs on or off the job;
- c) Shall not possess or use alcohol during working hours including break and meal periods, while on call, or operating any County vehicle;
- d) Not directly or through a third party sell or provide illegal drugs and not directly or through a third party sell or provide alcohol to any other employee while either employee is on duty or on stand-by status;
- e) Submit immediately to requests for alcohol and/or drug testing when requested, in accordance with policy, and complete appropriate paperwork;
- f) Notify their supervisor before beginning work when taking any medication or drugs, prescription or non-prescription, which by indication on the prescription or packaging, may interfere with the safe and effective performance of duties or operation of County equipment;
- g) Provide to the Medical Review Officer within twenty-four (24) hours of notification of a positive drug screen, proof of a current valid prescription, in the employee's name, for any drug or medication identified;
- h) Notify your supervisor of any drug, or alcohol conviction for violation of a criminal law no later than five (5) calendar days after such conviction; and,
- i) Attend all required substance abuse training programs as appropriate.

3. Supervisors shall:

- a) Be aware of signs or symptoms of drug or alcohol use and promptly document and report any such observations to the appropriate department manager or designee;

- b) Not allow an employee to perform safety-sensitive duties, operate a vehicle, or perform any work if that supervisor has reason to suspect that an employee is using, under the influence, or has possession of alcohol or illegal drugs;
- c) Maintain confidentiality of any test results;
- d) Not warn an employee that he or she has been selected for random testing prior to the official notification to report for testing; and
- e) Attend all required substance abuse supervisory training programs.

4. The County shall:

- a) Provide required training to all supervisors on the signs and symptoms of drug or alcohol use;
- b) Provide required training to all employees that explains the requirements of the Federal mandate and the County's policy;
- c) Ensure the vendor selected to administer drug testing is certified by the Department of Health and Human Services;
- d) Ensure the vendor selected to administer alcohol testing uses an approved evidential breath testing (EBT) device operated by a trained Breath Alcohol Technician (BAT); and,
- e) Notify the applicable contracting federal agency within 10 calendar days of receiving notification of an employee's conviction under a criminal drug law for violations occurring in the workplace.

G. Employee Assistance Program

The County maintains an Employee Assistance Program (EAP) to provide help to employees who are impaired by alcohol or drugs, or other personal or emotional problems. Any employee who has a drug or alcohol-related problem is encouraged to voluntarily seek treatment through the County's EAP, or through a treatment program or facility of his or her own choice, before the problem affects their employment. However, use of the EAP will not be a defense to the imposition of disciplinary action if the employee engages in conduct constituting a violation of either this policy or of the County's Standards of Conduct.

H. Circumstances for Testing1. Post Offer Testing

The County requires all applicants for safety-sensitive positions be given post-offer drug tests. Applicants who refuse a test will be withdrawn from consideration.

2. Promotion, Demotion, or Transfer to a County-Defined Safety-Sensitive Position

Any employee promoted, demoted, or transferred to safety-sensitive position will be given a drug test.

3. Reasonable Suspicion - All Employees

- a) The County requires an employee to submit to an alcohol and/or drug test based on reasonable, specific observations concerning the employee's appearance, behavior, or speech.
- b) Whenever possible, the observation for reasonable suspicion testing shall be made by at least two supervisors who are trained in accordance with this policy. If this is not possible, documentation will be submitted verifying the unavailability of a second supervisor to concur with the need to administer a test.
- c) Written documentation of the observed behavior shall be prepared and signed by the observer before the test is administered.

4. Random Testing - Mandated Employees

The County shall perform random testing for alcohol on 25 percent and drug testing on 50 percent of ~~on~~ employees in mandated positions. Lists for random tests will be drawn separately for employees covered under the U.S. Department of Transportation requirements for Public Transportation Employees (49 CFA, Parts 653 and 654). U.S. Department of Transportation will determine the random testing rate for the County.

5. Post-Accident - Mandated Employees

- a) The County will perform drug and alcohol tests in accordance with Federal mandate for all County employees involved in a reportable accident as defined in Section 2.12D11.
- b) Alcohol tests shall be conducted within two hours (eight hours max) of the reportable accident. Exceptions must be documented.

- c) Drug tests must be performed as soon as possible after a reportable accident but not more than 32 hours after the accident. Exceptions must be documented.

6. Return to Duty - All Employees

In order to return to duty:

- a) After alcohol test results of from .02 to .039, the employee shall undergo a return-to-duty test with a negative result.
- b) Additionally, the employee will be referred to a SAP.
- c) Upon the recommendation of the SAP, during the first year after testing between .02 and .039 on an alcohol test, the employee shall undergo a minimum of six non-DOT random tests. The frequency shall be determined by the SAP. Follow-up testing may extend beyond a year but shall not exceed 60 months.

I. Testing Procedure

- 1. If a drug and/or alcohol test is required under the provisions of this policy, an evidential breath test in the case of alcohol, or a urinalysis will be given to detect the presence of alcohol or illegal drugs.
- 2. An independent laboratory shall provide a site for both the collection of urine samples and the administration of the alcohol breath test under controlled conditions established by the independent lab and approved by James City County. Employees are required to comply with the "Chain of Custody" procedure of the laboratory, which may include, but not be limited to, producing a picture I.D. for identification purposes, and any other requirement of the laboratory.
- 3. All positive and negative test results will be reviewed by the MRO. If the results are confirmed positive, the affected applicant or employee and the Human Resource Manager will be notified in writing.

In the event of a positive, confirmatory test result, which is Gas Chromatography (Mass Spectrometry) (GCMS), employees will discuss with an MRO the positive result. The employee, then has the right to select an independent, certified lab to confirm the positive test results at their own expense. If the independent test proves negative, the initial test will be considered negative and the County shall reimburse the employee the costs for such test.

J. Consequences1. Job Applicants

Job applicants will be denied employment with the County if their initial positive test results are confirmed. Applicants will be informed in writing if they are rejected on the basis of a confirmed positive drug test.

2. Employee Alcohol Test Results

- a) Employees testing positive for alcohol at a level of .04 or greater shall be terminated from employment.
- b) Employees testing at a level between .02 and .039 will be removed from the job and suspended from duty without pay for 24 hours. Employees who test again on return to duty between .02 and .039, or at any subsequent follow-up testing, will be terminated from employment.

3. Employee Drug Test Results

Employees testing positive for drugs shall be terminated from employment.

4. Other

- a) Refusing to participate in a drug or alcohol test, or refusing to execute a consent form, or to complete appropriate paperwork as required according to the provisions of this Policy, shall be considered a positive test.
- b) Altering, substituting, or tampering with a screening process, or specimen, or any documentation associated with the screening procedure, shall be considered a positive test.
- c) Failure to produce a sufficient urine sample for a drug test, or sufficient breath sample for an alcohol test without a valid medical explanation, shall be treated as a positive test in accordance with Federal Transportation Administration and Federal Highway Administration regulations.

K. Notice of Testing Policy

The County shall provide written notice of this drug and alcohol testing policy to all employees and job applicants.

Section 2.13 Performance Evaluations

Each employee's job performance shall be reviewed and evaluated every six months on a form provided by the Human Resource Department. The evaluation shall be signed by the employee and become a part of the employee's personnel file.

Section 2.14 Employment Date

- A. Defined - The employment date is the date on which an employee was initially employed in a permanent or limited term position, provided there has been no break in service. The employment date for an employee who begins employment in a temporary position and is subsequently selected for a permanent or limited term position, is the date on which the employee was initially employed as a temporary employee, provided there has been no break in service.
- B. Purpose - The employment date is the effective date to determine length of service with the County for computing seniority, leave accrual, and service recognition.

Section 2.15 Reemployment

Any former employee of the County may reapply for employment. If selected, such employee shall be treated the same as if initially employed with the County.

Section 2.16 Reinstatement

A former employee may be reinstated to the employee's former position if that position has not been filled and not more than one year has passed since separation from employment. If such reinstatement occurs, a condition of the reinstatement shall be the reimbursement of all terminal leave payments. A reinstated employee shall retain the original employment date. All VSRS and health insurance benefits may be restored as permitted by those programs.

Section 2.17 Transfer

A transfer is a lateral move of an employee from one position to another position in the same salary grade, or a change in the assignment of a position from one department to another. Transfers shall be authorized by the Human Resource Manager.

Section 2.18 Promotion

A promotion is the selection of an employee, after competition with internal or external applicants, to a different position at a higher salary grade. The Internal Recruitment Policy (Section 2.5A) encourages the promotion of employees.

Section 2.19 Career Ladder Advancement

A career ladder advancement is the progression of an employee from a position in a designated career ladder class to the higher level of that class. Such advancement shall occur upon meeting the minimum qualifications for the higher-level class and upon the recommendation of the

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department manager and concurrence of the Human Resource Manager. The recommendation for advancement shall be based on a review of the employee's qualifications, experience and work performance.

Section 2.20 Demotions

- A. Demotion - A demotion is a reduction in the salary grade of an employee in conjunction with a change of job duties and responsibilities or positions.
- B. Voluntary Demotion - A voluntary demotion is a demotion made at the request of an employee for personal reasons or to remain employed if his position is eliminated. A voluntary demotion may not require a reduction in salary.
- C. Disciplinary Demotion - A disciplinary demotion is a demotion for the purpose of reprimanding an employee for inappropriate conduct as outlined in Chapter 7, Standards of Conduct.

Section 2.21 Temporary Assignments

- A. Purpose - An employee may be temporarily assigned to a vacant position, or a prescribed set of duties, other than that to which officially assigned, to meet emergencies occasioned by abnormal workload or organizational changes, to cover absences pending official assignment of personnel or to perform duties pending the development and classification of a new position, or for other purposes necessary to provide quality public service.
- B. Documentation - Temporary assignments shall be justified in writing by the appropriate department manager and coordinated with the Human Resource Manager prior to the employee beginning such temporary assignment. Approved temporary assignments and the reasons therefore shall be made a part of the employee's personnel record. Temporary assignment of ten (10) working days or less shall be exempt from the formal documentation and approval requirements.
- C. Duration - No employee shall be temporarily assigned to a position, or set of duties, other than the position to which officially assigned, in excess of a total of ninety (90) work days in any twelve (12) month period, unless the operating needs of the County require an extension of time. Such extension shall be approved by the County Administrator.
- D. Salary - Salary of the employee in a temporary assignment shall not change.

Section 2.22 Outside Employment

- A. Conflict With County Employment - An employee may engage in supplemental employment, provided that the performance of assigned duties with the County is not impaired and provided an actual or potential conflict is not created.

- B. Approval - Each employee who desires to engage in supplemental employment shall inform the department manager and Human Resource Department, in writing, prior to beginning such work. If the department manager or the Human Resource Department determines at any time that the other employment creates an actual or potential conflict which reflects discredit or potential discredit upon the County, or that the performance of assigned duties with the County are impaired by the supplementary job, the employee shall be requested to terminate the outside employment. Refusal to comply with such request shall result in disciplinary action.
- C. Appeal - An unfavorable decision made by the department manager or Human Resource Manager may be appealed to the County Administrator.

Section 2.23 Political Activity

An employee may not serve as a member of the James City County Board of Supervisors while employed by the County or the James City Service Authority. This does not prohibit County employees from seeking election to the Board of Supervisors; however, the employee shall submit his or her resignation within seven (7) days of being elected. In the event that he or she fails to resign, he or she shall cease to be a County/James City Service Authority employee. Effective (3-16-92).

Section 2.24 Reduction in Force (RIF) - (Revised 9/23/97)

- A. Policy - Every reasonable effort shall be made to accomplish the elimination of a position without having to lay-off an employee in the event that permanent County positions must be eliminated due to circumstances such as financial shortfalls, curtailment or reduction of services, reorganizing/streamlining operations, privatizing functions, or other situations. The County shall attempt to achieve necessary reductions through attrition or through the placement of employees in other County positions. Assistance shall also be provided to secure employment outside the County, if necessary.
- B. Alternatives to Reduction in Force - The County shall take proactive steps whenever practical to avoid or minimize a reduction in force. Such steps may include the elimination of temporary or on-call hours, a hiring freeze, incentives for retirement, job sharing, use of part-time positions, or other strategies which may reduce expenses or hold open potential vacancies for employees whose positions will be eliminated.
- C. Identifying Job Classes to be Eliminated - In the event that positions must be eliminated, a number of factors shall be considered in identifying which job classes to eliminate. These include the County's vision, mission, and goals; the needs of our customers; skills needed in the organization; and source of funding of the job class. Reasons for selecting job classes to be eliminated shall be documented by the Department Manager and submitted to the Human Resource Manager and the County Administrator. The County Administrator shall make the final determination.

- D. More than One Employee in a Job Class - If there is more than one employee in a job class and it is necessary to reduce the number of employees in that class, the following factors will be considered in determining which employees will be subject to lay-off: Job performance, skills contributed to the job, length of service with the County, and source of funding of the position. Reasons for selecting employees subject to lay-off shall be documented by the Department Manager and submitted to the Human Resource Manager and County Administrator. The County Administrator shall make the final determination.
- E. Notification - Employees in positions targeted to be eliminated will be notified in writing as soon as possible, but no fewer than 60 calendar days prior to the effective date of the elimination of the position.
- F. Placement Within the Organization - The Human Resource Department (HRD) will meet with employees in positions identified to be eliminated to determine their skills, experience, education and training, and interests so that the HRD may identify other positions in the organization for which they may qualify, or for which retraining is feasible. Every reasonable effort shall be made to place employees in positions identified to be eliminated in another job within the County at the same, lower, or higher salary range. In such cases, the affected employee's pay will be handled in accordance with the compensation policies for promotion, transfer and voluntary demotion in Chapter 4 of this Manual.
- G. Placement Outside the Organization - Assistance in obtaining employment outside the organization shall be made available to the employee. This includes assistance in preparing resumes, training in interview skills, information on conducting a job search, use of telephones, computers, and typing support. Employees shall be given reasonable time off not charged to leave to interview for other jobs prior to the date the position is eliminated.
- H. Employees Who Are Separated - An employee who is separated from employment through a RIF shall be given preferential consideration for vacancies which occur for which the individual is qualified and makes application. Preferential consideration means that the employee will be eligible for internal, as well as, external employment opportunities, that the HRD will mail Employment Opportunity Bulletins to the employee's home, and that applications from these employees, as long as they meet the minimum qualifications of the job, shall be referred to the hiring department. Preferential consideration shall be given for a period of 12 months from the date of separation. An employee hired under preferential consideration shall be considered reinstated, in accordance with Chapter 2 of this Manual.

Employees who are separated are eligible for payment of leave balances and other benefits in accordance with Chapter 5 of this Manual.

If the separated employee elects to continue County-sponsored group health insurance under COBRA, the County will continue to pay its share of the

premium for up to six months, or until the employee is no longer eligible under COBRA, whichever comes first.

Separated employees and their immediate families shall continue to be eligible for services provided by the County's Employee Assistance Program for 12 months from the date of separation.

- I. Employees Who are Not Separated - Employees who retain their jobs through a RIF may also be affected in a number of ways such as by an increased workload and concerns about job security. The HRD will work with departments to take actions to assist employees with the transition.

Section 2.25 Resignations

- A. Policy - It is the policy of the County to make a reasonable effort to retain good employees. However, the County requires notice of resignations to effectively replace employees who are leaving the County employment.
- B. Notice - Employees in exempt positions are required to give the Human Resource Department at least 20 work days notice of an impending resignation. All employees are required to give the Personnel Department at least ten (10) work days notice of an impending resignation; failure to comply shall result in loss of annual and sick leave payments as outlined in Chapter 5, Section 5.4.

Section 2.26 Unemployment Insurance (Unemployment Compensation)

Any separating employee may file for unemployment compensation through the Virginia Employment Commission. Eligibility for such benefits, however, requires that the employee (a) left employment for good cause, (b) was not discharged for misconduct, and (c) did not refuse suitable employment.

The Virginia Employment Commission should be contacted for details.

Rev. 09-12-97

990024650

PROFFERS

These Proffers are made as of the 8th day of October, 1999, by THE PRIME OUTLETS AT WILLIAMSBURG, L.L.C., a Delaware limited liability company, ("Prime"), and the TRUSTEE(S) OF THE KINGDOM HALL OF JEHOVAH'S WITNESSES, (the "Trustees") the owner or optionee of separate parcels of property hereinafter described, together with their respective successors and assigns, which real property is generally shown on the James City County Tax Map 33-1 as part of Parcel 1-33A, and all of 1-33C, 1-33E, 1-33D, 1-28 and 1-29 also known as part of 5611 Richmond Road, 5699 Richmond Road, 5715 Richmond Road and 5721 Richmond Road and all of 5731 Richmond Road, Williamsburg, Virginia 23188.

RECITALS

A. PRIME is the owner of record of certain real property in James City County, Virginia, described on a drawing entitled "PRIME RETAIL OUTLET EXPANSION, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated 7/19/99 prepared by Langley and McDonald, Inc. and attached as Exhibit "A" on which drawing the property owned by Prime is described as "Phase I, Phase II, Phase III and Phase IV" more particularly described as follows:

Phase I:

That certain piece of land situate in James City County, Virginia containing 3.7098 Acres, more or less, shown and designated as "Parcel B 3.7098 Ac" on a certain plat entitled "PARCEL 'B' BEING A SUBDIVISION OF PROPERTY OF WILLIAMSBURG MEMORIAL PARK JAMES CITY COUNTY, VIRGINIA", dated 05/03/89 and made by Langley & McDonald, Engineers - Planners - Surveyors of

NOV 23 01 76

Williamsburg, Virginia ("Plat"). Said Plat is recorded in Plat Book 51, page 86, and is incorporated herein by reference for a more complete description of the property conveyed.

AND

All those certain lots, pieces or parcels of land, with all improvements thereon, appurtenances thereunto, belonging in the James City County, Virginia, and more particularly described as Parcel 1 containing 0.2438 acres, Parcel 2 containing 0.1837 acres, Parcel 3 containing 0.2264 acres, and Parcel 4 containing 0.1515 acres, as shown on a plat entitled "PLAT OF PARCELS 1, 2, 3, AND 4, OF SUBDIVISION OF PROPERTY ALMAC LIMITED PARTNERSHIP AND ALMAC II LIMITED PARTNERSHIP, JAMES CITY COUNTY, VIRGINIA" dated January 22, 1990, and prepared by Langley and McDonald, a professional corporation, Engineers - Planners - Surveyors, Virginia Beach, and Williamsburg, Virginia, a copy of which is recorded in Plat Book 52, pages 5, 6 and 7.

BEING a part of the same real estate conveyed to Almac V Limited Partnership, a Virginia limited partnership, by the following three deeds: (1) from Williamsburg Memorial Park, Inc., a Virginia corporation, dated November 16, 1989, recorded February 9, 1989, in the Clerk's office, Circuit Court, James City County, Virginia, in Deed Book 465, page 117; (2) from Almac II Limited Partnership, a Virginia limited partnership, dated March 22, 1990, recorded March 26, 1990, in the Clerk's office, Circuit Court, James City County, Virginia, in Deed Book 468, page 808; and (3) from Almac Limited Partnership, a Virginia limited partnership, dated March 22, 1990, recorded March 26, 1990, in the Clerk's office, Circuit Court, James City County, Virginia, in Deed Book 468, page 808. Almac V Limited Partnership merged into McG Outlet Centers Limited Partnership, a Delaware limited partnership by Certificate of Merger filed with the Virginia State Corporation Commission on October 21, 1993, with a copy of said merger being recorded November 5, 1993 in the aforesaid Clerk's office, in Deed Book 651, page 424.

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Phase II:

All that certain land situate in James City County, Virginia, and more particularly described as follows:

PARCEL ONE: That certain piece or parcel of land situate in Berkeley District, James City County, on the westerly side of U. S. Route 60 and set out and shown on a plat entitled, "A Plat of a Survey of 3.952 Acres, for Conveyance from: D. C. Renick Estate, Et Al to: The Bartley Collection, Ltd.," dated November 13, 1984 and made by Paul C. Small, Certified Land Surveyor, copy of which plat is recorded in Deed Book 261, page 486.

AND

PARCEL TWO: That certain lot, or piece or parcel of land situate in Berkeley District, James City County, Virginia on the westerly side of U. S. Route 60 and set out and shown on a plat entitled, "Survey of a 3.0006 Acres of Land for Conveyance to Frederick (sic) L. & Phyllis W. Belden, James City County, Va" dated November 14, 1983 and made by Evans Surveying Co., P.S., which plat is recorded in the Clerk's office of the Circuit Court for the City of Williamsburg and County of James City in Plat Book 39, page 7.

LESS AND EXCEPT Parcels 3 containing 0.2264 acres, and Parcel 4 containing 0.1515 acres, as shown on a plat entitled "PLAT OF PARCELS 1, 2, 3, AND 4, OF SUBDIVISION OF PROPERTY ALMAC LIMITED PARTNERSHIP AND ALMAC II LIMITED PARTNERSHIP, JAMES CITY COUNTY, VIRGINIA" dated January 22, 1990, and prepared by Langley and McDonald, a professional corporation, Engineers - Planners - Surveyors, Virginia Beach, and Williamsburg, Virginia, a copy of which is recorded in Plat Book 52, pages 5, 6 and 7, conveyed by Almac II Limited Partnership, a Virginia limited Partnership to Almac V Limited Partnership, a Virginia limited partnership by deed recorded in Deed Book 468, page 808.

BEING a part of the same real estate conveyed to Almac II Limited Partnership, a Virginia limited partnership, by deed from The Bartley Collection, Ltd., a Delaware corporation,

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dated August 31, 1987, recorded September 8, 1987, in the Clerk's office, Circuit Court, James City County, Virginia, in Deed Book 361, page 284. Almac II Limited Partnership merged into McG Outlet Centers Limited Partnership, a Delaware limited partnership by Certificate of Merger filed with the Virginia State Corporation Commission on October 21, 1993, with a copy of said merger being recorded November 5, 1993 in the aforesaid Clerk's office, in Deed Book 651, page 420.

Phase III:

That certain piece or parcel of land situate in Berkeley District, James City County, Virginia on the westerly side of U. S. Route 60 and set out and shown on a plat entitled, "PLAT OF PROPERTY OF ROBERT A. DUNCAN, ET ALS., BEING A PORTION OF BENJAMIN S. SCOTT ESTATE," dated June 11, 1984, made by Langley & McDonald, a copy of which plat is recorded in plat Book 39, page 63. As shown on said plat such parcel contains 8.28 acres \pm .

LESS AND EXCEPT Parcel 1 containing 0.2438 acres, and Parcel 2 containing 0.1837 acres, as shown on a plat entitled "PLAT OF PARCELS 1, 2, 3, AND 4, OF SUBDIVISION OF PROPERTY ALMAC LIMITED PARTNERSHIP AND ALMAC II LIMITED PARTNERSHIP, JAMES CITY COUNTY, VIRGINIA" dated January 22, 1990, and prepared by Langley and McDonald, a professional corporation, Engineers - Planners - Surveyors, Virginia Beach, and Williamsburg, Virginia, a copy of which is recorded in Plat Book 52, pages 5, 6 and 7, conveyed by Almac Limited Partnership, a Virginia limited partnership to Almac V Limited Partnership, a Virginia limited partnership by deed recorded in Deed Book 468, page 811.

BEING a part of the same real estate conveyed to Almac Limited Partnership, a Virginia limited partnership, by deed from Jerome B. Taylor and Barbara H. Taylor, dated June 24, 1987, recorded July 30, 1987, in the Clerk's office, Circuit Court, James City County, Virginia, in Deed Book 355, page 94. Almac Limited Partnership merged into McG Outlet Centers Limited Partnership, a Delaware limited partnership by Certificate of Merger filed with the Virginia State

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Corporation Commission on October 21, 1993, with a copy of said merger being recorded November 5, 1993 in the aforesaid Clerk's office, in Deed Book 651, page 416.

Phase IV:

All of that property situated in James City County, Virginia containing 15.5763 acres and more particularly described as follows:

Beginning at an iron pipe found on the west right-of-way line of Richmond Road (U. S. Route 60), said point being approximately 1,933 feet north of the intersection of Richmond Road and Old Town Road thence along the property line common to land now or formerly owned by ALMAC II, Ltd. Partnership S87° 51'06" W, 836.78 feet to an iron pipe found; thence along the property line common to land now or formerly owned by Williamsburg Memorial Park, Inc. S88° 25'46" W, 532.80 feet to an iron pipe found; thence along the property line common to land now or formerly owned by Grace R. Scott Paluzsay.

N13° 35'52"W, 674.77 feet to an iron pipe found; thence along the property line common to land now or formerly owned by Mangrum and Galanos S84° 45'42" E, 464.96 feet to an iron pipe set on the property line common to land now or formerly owned by Christian (D. B. 278, Pg. 105); thence along the property line common to land now or formerly owned by Christian S05° 15'17" W, 39.76 feet to an iron pipe found; thence continuing along the property line common to land now or formerly owned by Christian S84° 42'43" E, 249.22 feet to an iron pipe found; thence continuing along the property line common to land now or formerly owned by Christian S83° 51'20" E, 159.80 feet to an iron pipe found; thence continuing along the property line common to land now or formerly owned by Christian S83° 35'49" E, 159.50 feet to an iron pipe found; thence along the property line common to land now or formerly owned by Williamsburg Congregation of Jehovah's Witnesses S16° 35'34" E, 223.27 feet to an iron pipe found; thence continuing along the property line common to land now or formerly owned by Williamsburg Congregation of Jehovah's Witnesses N78° 04'54" E, 332.75 feet to an iron pipe found on the west right-of-way line of Richmond Road (U. S. Route 60); thence

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along the west right-of-way line of Richmond Road (U. S. Route 60) on a curvilinear line whose arc length = 32.10 feet, central angle = $00^{\circ}20'44''$, radius = 5,321.74 feet, chord bearing $S19^{\circ}22'21''$ E, and chord = 32.10 feet to an iron pipe set; thence continuing along the west right-of-way line of Richmond Road (U. S. Route 60) $S19^{\circ}12'00''$ E, 311.77 feet and returning to the point of beginning.

BEING the same real estate conveyed to McG Outlet Centers Limited Partnership, a Delaware limited partnership, by deed from ZWB Enterprises, a North Carolina corporation, dated January 28, 1995, recorded February 22, 1995, in the Clerk's office, Circuit Court, County of James City, Virginia, in Deed Book 727, page 375.

McG Outlet Centers Limited Partnership merged into Horizon/Glen Outlet Centers Limited Partnership, a Delaware limited partnership on July 14, 1995, as evidenced by Certificate of Merger from the State of Delaware Secretary of State Division of Corporations, a copy of which was recorded August 2, 1995, in the Clerk's office, Circuit Court, County of James City, Virginia, in Deed Book 748, page 266.

All of said property is described herein as "The Prime Property."

B. Prime has previously constructed on the Prime Property improvements, including but not limited to, buildings currently containing by estimation 292,450 square feet of floor area ("the Existing Facility").

C. The Trustees are the owners of record of certain real property in James City County, Virginia, more particularly described on a drawing entitled "PRIME RETAIL OUTLET EXPANSION, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated 7/19/99 prepared by Langley and McDonald, Inc. and attached as Exhibit "A" on which drawing the property owned by the Trustees is described as "Parcel "B". Said property is described herein as "the Trustees' Property." Prime is a contract purchaser of the Trustees' Property.

D. Travco Hotel Group, Inc. is the owner of record of certain real property in James City County, Virginia, more particularly described on a drawing entitled "PRIME RETAIL OUTLET EXPANSION, BERKELEY DISTRICT, JAMES CITY COUNTY, VIRGINIA" dated 7/19/99 prepared by Langley and McDonald, Inc. and attached as Exhibit "A" on which drawing the property owned by Travco is described as "Parcel A". Said property is described herein as "the Travco Property." Prime is a contract purchaser of the Travco Property.

E. The Prime Property, the Trustees' Property and the Travco Property when consolidated constitute "the Property."

F. Prime, with the written consent of the Trustees and Travco, has applied for a special use permit for the Property pursuant to the provisions of Section 24-11 of the James City County Zoning Ordinance ("the Special Use Permit") and a proffer amendment on a portion of the Property ("the Proffer Amendment"). The Special Use Permit would replace in its entirety Sup No. 8-94 while the Proffer Amendment requested is the substitution of the proffers hereinafter specified in lieu of all of the proffers set forth in agreements of record in the Clerk's office of the Circuit Court for the City of Williamsburg and County of James City in Deed Book 390, page 139 et. seq. and Deed Book 766, page 481 et. seq. ("the Existing Proffers").

G. The provisions of the James City County Zoning Ordinance may be deemed inadequate for the orderly development of the Property.

H. Prime and the Trustees desire to offer to the County certain Proffers on the development on the Property not generally applicable to land similarly zoned for the

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protection and enhancement of the community and to provide for the high quality and orderly development of the Property.

NOW, THEREFORE, for and in consideration of the approval by James City County ("the County") of the Special Use Permit and the Proffer Amendment, and pursuant to Section 15.2-2296 *et seq* of the Code of Virginia, 1950, as amended, and Section 24-16 of the County Code, Prime agrees that it will meet and comply with all of the following proffers in developing the Property in lieu of the Existing Proffers. In the event both of the Special Use Permit and the Proffer Amendment are not granted by the County, these proffers shall thereupon become null and void.

GENERAL PROFFERS

1. Headings:

All section and subsection headings of these Proffers are for convenience only and are not part of these proffers.

2. Phasing of Improvements:

All improvements may be installed in phases in accordance with separate approved site plans.

3. Off Site Traffic Improvements:

To accommodate the additional traffic volumes forecasted from the additional development proposed, Prime shall install/make or bond the following improvements prior to the issuance of certificates of occupancy for any buildings which increase the square feet of floor area beyond that currently contained in the Existing Facility.

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- A. Relocate the existing median crossover at the middle driveway to the west driveway, with the existing median crossover being closed. Install a traffic signal at the west driveway intersection with Route 60.
- B. Install a 200 feet long left turn lane with a minimum taper length of 200 feet in the median on the westbound Route 60 approach to the west driveway intersection.
- C. Maintain the existing right turn lane at the west driveway access.
- D. Install a 200 feet long left turn lane with a minimum taper length of 200 feet in the median of the eastbound Route 60 approach to the west driveway intersection.
- E. Pay to the Virginia Department of Transportation the sum of Four Thousand and No/100 Dollars for traffic signal coordination amongst the traffic signals along U. S. Route 60 at Airport Road, Olde Towne Road and adjacent to the Property.

4. Trustees and Travco Obligations:

The Trustees join in these Proffers only to evidence their consent thereto; however, the Trustees shall not be obligated to expend any sum of money to meet and satisfy the obligations of Prime hereby created.

5. Severability of Provisions:

If any clause, sentence, paragraph, section or subsection of these Proffers shall be adjudged by any Court of competent jurisdiction to be invalid for any reason, including a declaration that it is contrary to the Constitution of the Commonwealth or of

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the United States, or if the application thereof to the Owner or to any government agency or circumstance is held invalid, such judgment or holding shall be confined in its operation to the clause, sentence, paragraph, section or subsection hereof or the specific application thereof, directly involved in the controversy in which the judgment or holding shall have been rendered or made, and shall not in any way affect the validity of any other clause, sentence, paragraph, section or subsection hereof, or affect the validity of the application thereof to the Owner or to any other government agency, person or circumstance.

WITNESS the following signatures and seals:

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THE PRIME OUTLETS AT WILLIAMSBURG, L.L.C.

By: *Glenn D. Reschke* (SEAL)
 Glenn D. Reschke,
 Executive Vice President
 Prime Retail, Inc., General Partner of
 Prime Retail, L. P., managing member

STATE OF MARYLAND

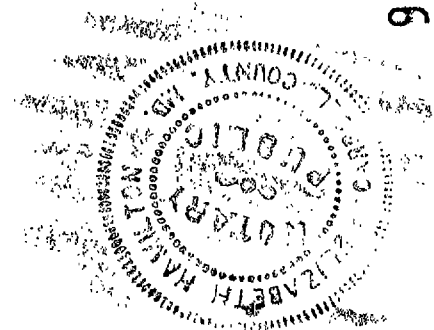
County OF Carroll, to-wit:

The foregoing instrument was acknowledged before this 11 day of
 October, 1999 by Glenn D. Reschke, Executive Vice President - Development of Prime
 Retail, Inc., General Partner of Prime Retail, L. P., managing member of THE PRIME
 OUTLETS AT WILLIAMSBURG, L.L.C., its officer and on its behalf.

Elizabeth Hammon

NOTARY PUBLIC

My commission expires: 2004



TRUSTEE(S) OF THE KINGDOM HALL OF
JEHOVAH'S WITNESSES

Ralph G. Brown (SEAL)
Ralph G. Brown, Trustee

Allen Fraley, Trustee

 (SEAL)
Stephen Vaughan, Trustee

COMMONWEALTH OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before this 18th day of October, 1999 by Ralph G. Brown, ~~WILLIAM BROWN~~, and Stephen Vaughan, TRUSTEES OF THE KINGDOM HALL OF JEHOVAH'S WITNESSES.

Vern M Sedg III
NOTARY PUBLIC

My commission expires: 12/31/99

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TRUSTEE(S) OF THE KINGDOM HALL OF
JEHOVAH'S WITNESSES

Allen Fraley (SEAL)
Allen Fraley, Trustee

COMMONWEALTH OF VIRGINIA

COUNTY OF JAMES CITY, to-wit:

The foregoing instrument was acknowledged before this 2nd day of
~~October~~ ^{November}, 1999 by Allen Fraley, TRUSTEE OF THE KINGDOM HALL OF JEHOVAH'S
WITNESSES.

Wm M Seddy III
NOTARY PUBLIC

My commission expires: 12/31/99

Prepared by:

Alvin P. Anderson, Esquire
Kaufman & Canoles, P.C.
P. O. Drawer Q
Williamsburg, VA 23187
(757) 259-3815

VIRGINIA: City of Williamsburg and County of James City, to Wit:

In the Clerk's Office at the Circuit Court for the City of
Williamsburg and County of James City the 23
day of Nov, 19 99 this Certificate
was presented with the certificate annexed and admitted
to record at 12:38 o'clock.

Teste: Helene S. Ward, Clerk

By: Helene S. Ward
Deputy Clerk

NOV 23 1999 01:88

ADOPTED

NOV 9 1999

ORDINANCE NO. 72A-4

BOARD OF SUPERVISORS
JAMES CITY COUNTY
VIRGINIA

AN ORDINANCE TO AMEND AND REORDAIN CHAPTER 14, OUTDOOR GATHERINGS, OF THE CODE OF THE COUNTY OF JAMES CITY, VIRGINIA, BY AMENDING SECTION 14-2, DEFINITION; SECTION 14-3, PERMIT REQUIRED; SECTION 14-5, ACTION ON APPLICATIONS; SECTION 14-6, CONDITIONS PRECEDENT TO GRANTING OF PERMIT; PLANS, STATEMENTS, APPROVALS, ETC., TO ACCOMPANY APPLICATION FOR PERMIT; SECTION 14-7, APPLICANT MAY BE REQUIRED TO MEET ADDITIONAL CONDITIONS; AND SECTION 14-9, REVOCATION OF PERMIT.

BE IT ORDAINED, by the Board of Supervisors of the County of James City, Virginia, that Chapter 14, Outdoor Gatherings, is hereby amended and reordained by amending Section 14.2, Definitions; Section 14-3, Permit required; Section 14-5, Action on applications; Section 14-6, Conditions precedent to granting of permit; Plans, statements, approvals, etc., to accompany application for permit; Section 14-7, Applicant may be required to meet additional conditions; and Section 14-9, Revocation of permit.

Chapter 14. Outdoor Gatherings

Sec. 14-2. Definition.

For the purpose of this chapter, the words "outdoor gathering" shall mean any music festival, dance festival, public dance, show or similar gathering at which music or entertainment is provided by ~~public event~~ attraction, festival, or show at which music, dance, or other performing arts are provided by

Ordinance to Amend and Reordain
Chapter 14. Outdoor Gatherings
Page 2

professional or amateur performers or by prerecorded means and which is held at any place other than in a public building ~~on public property~~ or ~~in a~~ permanent installation, which permanent installation has been constructed so that it can be used for the holding of such activities, to which members of the public are invited or admitted for a charge or free of charge and which is attended by more than 300 persons.

Sec. 14-3. Permit required.

No person shall stage, promote, advertise or hold any outdoor gathering as defined in this chapter unless a permit has first been obtained from the board of supervisors ~~county administrator or his designee~~ for such a gathering.

Sec. 14-5. Action on applications.

Upon receipt of a completed application for a permit, the board of supervisors ~~county administrator or his designee~~ shall set a public hearing following at least one advertisement in a newspaper with local distribution. The board shall approve or deny the application within 21 ~~45~~ calendar days following the public hearing and give such applicant written notice of the decision; provided, however, the board ~~county administrator or his designee~~ may extend such period of time if the applicant agrees to an extension. If denied, the reasons for such denial shall be so stated in writing. ~~Following is the time line for the application process:~~

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Chapter 14. Outdoor Gatherings
Page 3

- (a) Upon receipt of the completed application for a permit, the application will be sent to reviewing agencies within five calendar days, and
- (b) The reviewing agencies shall complete their review and return to the county administrator or his designee within 30 calendar days, and
- (c) Written notification on the approval or denial of the application for permit shall be sent to the applicant within ten calendar days from receipt from all reviewing agencies.

If the application for permit is denied, the applicant may appeal in writing the decision to the board of supervisors within ten calendar days of receipt of the notice of appeal. The board shall grant the permit or sustain the denial of the permit within 30 calendar days and give such applicant written notice of the decision.

In approving an application, the board of supervisors county administrator or his designee, may set conditions or standards to protect the health, safety, welfare and property of persons attending the gathering and the citizenry in general. The board of supervisors county administrator or his designee shall authorize the issuance of a permit for an outdoor gathering if it finds:

- (a) That the outdoor gathering will be held at a location which complies with and meets all of the health, zoning, fire and safety requirements and standards of the laws of the state and ordinances of this county applicable thereto; and

Ordinance to Amend and Reordain
Chapter 14. Outdoor Gatherings
Page 4

- (b) That the information and documents required by this chapter have been filed with the board of supervisors ~~county administrator or his designee~~; and
- (c) That it appears the proposed outdoor gathering will be conducted in full accord with all requirements of this chapter and will not substantially jeopardize, adversely affect, endanger or otherwise constitute a menace to the public health, safety or general welfare of the residents of the county.

Sec. 14-6. Conditions precedent to granting of permit; Plans, statements, approvals, etc., to accompany application for permit.

No permit shall be issued under this chapter unless the following conditions are met and the following plans, statements and approvals are submitted to the board of supervisors ~~county administrator or his designee~~ with the application:

- (a) *Hours of operation.* ~~Unless specifically approved by the board of supervisors,~~ no stage presentation, entertainment or music, ~~dance, or other performing arts~~ shall take place at an outdoor gathering between the hours of 11:00 p.m. and 9:00 a.m.; ~~and~~ no activity involving the use of any means of sound amplification shall be permitted between the hours of 11:00 p.m. and 9:00 a.m.

- (b) *Admission by ticket only.* The applicant under this chapter shall not admit, and shall prevent the entrance to the premises on which the outdoor gathering is held, any person who does not possess a ticket, except a peace officer or other public official in the performance of his duties. The permittee shall not sell, give or distribute a greater number of tickets than the number which the permit allows to attend. The permittee shall not admit any persons to an outdoor gathering if such admission would result in a greater number of persons present than allowed by the permit.
- (c) *Water supply.* The applicant shall provide an ample supply of potable water for drinking and sanitation purposes on the premises of the outdoor gathering. The location and type of water facilities on the premises shall be approved by the health department prior to the issuance of a permit under this chapter.
- (d) *Toilet and/or lavatory facilities.* The applicant shall provide a statement and plan concerning adequate toilet and/or lavatory facilities. A description of the type (flush type or portable chemical) and number of toilets available shall be provided. This plan shall be approved by the health department.
- (e) *Waste management.* The pickup and removal of refuse, trash, garbage and rubbish from the site of an outdoor gathering shall be at least once a day and more often if required by the health department. Removal of all trash and refuse shall be at the permittee's expense. The applicant shall clean up the premises and remove all trash and debris therefrom within 48

Ordinance to Amend and Reordain
Chapter 14. Outdoor Gatherings
Page 6

hours after the conclusion of the gathering. A security bond or certified check in a total amount of \$5,000.00 shall be required if attendance is expected to exceed 1,000 persons. An additional amount of \$500.00 shall be required for each additional 500 persons over 1,000.

- (f) *Medical facilities.* Adequate medical facilities shall be provided as required by the department of public health and the EMS coordinator.
- (g) *Fire protection.* The applicant shall provide a plan for adequate fire protection as approved by the fire chief. It shall be provided at the applicant's own expense.
- (h) *Traffic and parking control.* The applicant shall provide adequate ingress and egress to the outdoor gathering premises. Adequate parking shall also be provided. The chief of police and fire chief shall approve the traffic control and parking plans.
- (i) *Security.* At least one off-duty county sheriff's deputy or policeman for each 500 attendees approved in the permit shall be in attendance during all performances; the applicant shall bear the costs thereof.
- (j) *Food.* A plan for the adequate provision and handling of food shall be provided and shall be approved by the county health officer.

- (k) *Illumination.* A statement shall be provided specifying whether any outdoor lights or lighting is to be utilized, and if so, a plan showing the location of such lights and shielding devices or other equipment to prevent unreasonable glow beyond the property on which the gathering is located.
- (l) *Noise.* Noise levels resulting from the gathering shall not be unreasonably audible beyond the property on which the gathering is held. The applicant shall submit a written statement specifying the expected noise level at the perimeter of the property.
- (m) *Communication system.* If the premises are without a phone, the applicant shall make arrangements, approved by the chief of police and fire chief, for other means of communication.
- (n) *Promoters financial security, liability insurance.* The applicant shall provide the names and addresses of all persons acting as promoters, proprietors, presenters or financial backers of the outdoor gathering, together with financial statements of such persons, sufficient to give assurance of the ability of such persons to meet the conditions of the permit and respond in damages which may rise out of the outdoor gathering, or shall provide evidence of adequate liability insurance *of not less than \$1 million dollars* as approved by the county attorney. *The certificate of insurance shall show the date(s) of the event and James City County as a certificate holder of the policy.*

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Page 8

- (o) *Dates and hours of gathering.* The applicant shall provide the date or dates and hours during which the outdoor gathering is to be conducted, together with an estimate or schedule of the dates and hours of performances, entertainments or other events.
- (p) *Type and nature of gathering.* The applicant shall provide a description of the gathering and the type and nature of the performances, entertainment or floor shows, together with the names of the expected performers.
- (q) *Site plan.* The applicant shall furnish a site plan showing:
 - (1) The areas for performances or activities and grandstands or seats, showing the location of all aisles for pedestrian travel and other crowd-control measures.
 - (2) All physical facilities existing or to be constructed on the premises, including, but not limited to, fences, ticket booths, grandstands and stages.
 - (3) The location, capacity and nature of all temporary lighting, sound and public address facilities.
 - (4) The location, capacity and nature of all temporary water, toilet and all other public health-related facilities.
 - (5) Vehicle ingress, egress and parking plan.

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Chapter 14. Outdoor Gatherings
Page 9

Sec. 14-7. Applicant may be required to meet additional conditions.

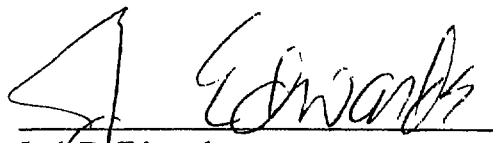
(a) Any applicant for a permit required by this chapter may be required to meet any conditions, in addition to those specified in this chapter prior to receiving a permit to conduct an outdoor gathering, which are deemed by the board of supervisors ~~county administrator or his designee~~ to protect the health, safety, and general welfare of the persons attending such gathering, or the public in general. All expenses incurred in meeting these conditions will be borne by the applicant.

(b) If the outdoor gathering results in the need for county services beyond those set forth in this chapter, the applicant shall bear the costs thereof.

Sec. 14-9. Revocation of permit.

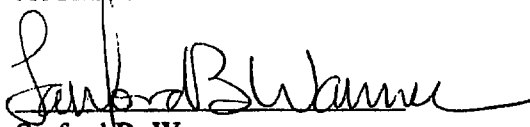
Any violation of one or more of the requirements of this chapter or any violation of one or more of the terms and conditions of a permit issued hereunder shall be grounds for immediate revocation of the permit by the board of supervisors ~~county administrator or his designee~~. Upon revocation of the permit, the permittee shall immediately terminate the gathering and provide for orderly dispersal of those in attendance.

Ordinance to Amend and Reordain
Chapter 14. Outdoor Gatherings
Page 10



Jack D. Edwards
Chairman, Board of Supervisors

ATTEST:



Sanford B. Wanner
Clerk to the Board

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

Adopted by the Board of Supervisors of James City County, Virginia, this 9th day of November, 1999.

gathering.ord

**James City County
Non-Subsidized Local School Bond**

	Principal	Rate	Interest	Total	Fiscal Total
7/15/2000	\$65,000	5.100%	\$45,926.98	\$110,926.98	
1/15/2001	0		33,223.75	33,223.75	144,150.73
7/15/2001	65,000	5.100%	33,223.75	98,223.75	
1/15/2002	0		31,566.25	31,566.25	129,790.00
7/15/2002	65,000	5.100%	31,566.25	96,566.25	
1/15/2003	0		29,908.75	29,908.75	126,475.00
7/15/2003	65,000	5.100%	29,908.75	94,908.75	
1/15/2004	0		28,251.25	28,251.25	123,160.00
7/15/2004	65,000	5.100%	28,251.25	93,251.25	
1/15/2005	0		26,593.75	26,593.75	119,845.00
7/15/2005	65,000	5.350%	26,593.75	91,593.75	
1/15/2006	0		24,855.00	24,855.00	116,448.75
7/15/2006	65,000	5.100%	24,855.00	89,855.00	
1/15/2007	0		23,197.50	23,197.50	113,052.50
7/15/2007	65,000	5.100%	23,197.50	88,197.50	
1/15/2008	0		21,540.00	21,540.00	109,737.50
7/15/2008	65,000	5.850%	21,540.00	86,540.00	
1/15/2009	0		19,638.75	19,638.75	106,178.75
7/15/2009	65,000	5.850%	19,638.75	84,638.75	
1/15/2010	0		17,737.50	17,737.50	102,376.25
7/15/2010	60,000	5.350%	17,737.50	77,737.50	
1/15/2011	0		16,132.50	16,132.50	93,870.00
7/15/2011	60,000	5.600%	16,132.50	76,132.50	
1/15/2012	0		14,452.50	14,452.50	90,585.00
7/15/2012	60,000	5.725%	14,452.50	74,452.50	
1/15/2013	0		12,735.00	12,735.00	87,187.50
7/15/2013	60,000	5.975%	12,735.00	72,735.00	
1/15/2014	0		10,942.50	10,942.50	83,677.50
7/15/2014	60,000	5.975%	10,942.50	70,942.50	
1/15/2015	0		9,150.00	9,150.00	80,092.50
7/15/2015	60,000	6.100%	9,150.00	69,150.00	
1/15/2016	0		7,320.00	7,320.00	76,470.00
7/15/2016	60,000	6.100%	7,320.00	67,320.00	
1/15/2017	0		5,490.00	5,490.00	72,810.00
7/15/2017	60,000	6.100%	5,490.00	65,490.00	
1/15/2018	0		3,660.00	3,660.00	69,150.00
7/15/2018	60,000	6.100%	3,660.00	63,660.00	
1/15/2019	0		1,830.00	1,830.00	65,490.00
7/15/2019	60,000	6.100%	1,830.00	61,830.00	
1/15/2020	0		0.00	0.00	61,830.00
7/15/2020					
Debt Total	\$1,250,000.00		\$722,376.98	\$1,972,376.98	
Premium	11,397.92				
Grand Total	\$1,261,397.92				

Dated Date 11/18/1999

Effective Rate 5.75996281%

Virginia Public School Authority
Series 1999B
James City County Non-Subsidized Local School Bond
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Debt Service Schedule
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Date	Principal	Coupon	Interest	Period Total	Fiscal Total
7/15/ 0	65,000.00	5.100000	45,926.98	110,926.98	
1/15/ 1			33,223.75	33,223.75	144,150.73
7/15/ 1	65,000.00	5.100000	33,223.75	98,223.75	
1/15/ 2			31,566.25	31,566.25	129,790.00
7/15/ 2	65,000.00	5.100000	31,566.25	96,566.25	
1/15/ 3			29,908.75	29,908.75	126,475.00
7/15/ 3	65,000.00	5.100000	29,908.75	94,908.75	
1/15/ 4			28,251.25	28,251.25	123,160.00
7/15/ 4	65,000.00	5.100000	28,251.25	93,251.25	
1/15/ 5			26,593.75	26,593.75	119,845.00
7/15/ 5	65,000.00	5.350000	26,593.75	91,593.75	
1/15/ 6			24,855.00	24,855.00	116,448.75
7/15/ 6	65,000.00	5.100000	24,855.00	89,855.00	
1/15/ 7			23,197.50	23,197.50	113,052.50
7/15/ 7	65,000.00	5.100000	23,197.50	88,197.50	
1/15/ 8			21,540.00	21,540.00	109,737.50
7/15/ 8	65,000.00	5.850000	21,540.00	86,540.00	
1/15/ 9			19,638.75	19,638.75	106,178.75
7/15/ 9	65,000.00	5.850000	19,638.75	84,638.75	
1/15/10			17,737.50	17,737.50	102,376.25
7/15/10	60,000.00	5.350000	17,737.50	77,737.50	
1/15/11			16,132.50	16,132.50	93,870.00
7/15/11	60,000.00	5.600000	16,132.50	76,132.50	
1/15/12			14,452.50	14,452.50	90,585.00
7/15/12	60,000.00	5.725000	14,452.50	74,452.50	
1/15/13			12,735.00	12,735.00	87,187.50
7/15/13	60,000.00	5.975000	12,735.00	72,735.00	
1/15/14			10,942.50	10,942.50	83,677.50
7/15/14	60,000.00	5.975000	10,942.50	70,942.50	
1/15/15			9,150.00	9,150.00	80,092.50
7/15/15	60,000.00	6.100000	9,150.00	69,150.00	
1/15/16			7,320.00	7,320.00	76,470.00
7/15/16	60,000.00	6.100000	7,320.00	67,320.00	
1/15/17			5,490.00	5,490.00	72,810.00
7/15/17	60,000.00	6.100000	5,490.00	65,490.00	
1/15/18			3,660.00	3,660.00	69,150.00
7/15/18	60,000.00	6.100000	3,660.00	63,660.00	
1/15/19			1,830.00	1,830.00	65,490.00
7/15/19	60,000.00	6.100000	1,830.00	61,830.00	
1/15/20					61,830.00

Virginia Public School Authority
 Series 1999B
 James City County Non-Subsidized Local School Bond

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Debt Service Schedule

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Date	Principal	Coupon	Interest	Period Total	Fiscal Total
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	1,250,000.00		722,376.98	1,972,376.98	
ACCRUED					
	1,250,000.00		722,376.98	1,972,376.98	
	=====		=====	=====	

Dated 11/18/99 with Delivery of 11/18/99

Bond Years 12,447.917

Average Coupon 5.803196

Average Life 9.958333

N I C % 5.803196 % Using 100.0000000

T I C % 5.759963 % From Delivery Date

Micro-Muni Debt Date: 10-27-1999 @ 16:43:54 Filename: VPSA Key: 99b-jam-nsb

11/9/99
Revised

AGREEMENT FOR
JOINT USE OF SCHOOL AND RECREATION DEPARTMENT PROPERTIES
BY THE CITY OF WILLIAMSBURG, THE COUNTY OF JAMES CITY
RECREATION PROGRAMS AND THE SCHOOL BOARD

THIS AGREEMENT made this 19th day of November, 1999 by and between the
CITY OF WILLIAMSBURG, VIRGINIA (CITY), the COUNTY OF JAMES CITY, VIRGINIA (COUNTY),
and the WILLIAMSBURG-JAMES CITY COUNTY SCHOOL BOARD (SCHOOLS).

PREAMBLE

The City of Williamsburg and the County of James City each operate recreational programs for the benefit of their citizens. The localities participate in a joint school system and allow each other's residents to participate in all recreational programs on the same basis as do residents of the sponsoring jurisdiction. Both localities use various athletic fields, gymnasiums and various other facilities owned and maintained by the Williamsburg-James City County Public Schools for the operation of various recreational programs. In return, the Williamsburg-James City County Schools from time to time use various City and County facilities for school programs.

Occasionally scheduling conflicts arise regarding the use of school and recreation department facilities and the parties enter into this Agreement in order to establish priorities and procedures for using City, County and School facilities with little or no conflict. Use of the facilities shall be outlined in the "Administrative Manual" prepared and agreed upon by the parties.

AGREEMENTI. Use of School Facilities by CITY and COUNTY.

SCHOOLS agree during the period of this Agreement, that CITY and COUNTY without payment of rent or user fees except as hereinafter provided, shall have the use of various school facilities located at schools owned and operated by Williamsburg-James City County School System for CITY'S and COUNTY'S recreational programs. "School Facilities," both plural and singular, include but are not limited to playing fields, gymnasiums, classrooms, cafeterias, auditoriums and multi-purpose rooms. CITY'S and COUNTY'S use of School Facilities shall be subject to the following terms and conditions:

A. Reservation of School Owned Facilities.

1. SCHOOLS shall at all times have first priority in the use of School Facilities and shall have no obligation to allow either CITY or COUNTY to schedule a School Facility if there is a reasonable expectation that can be substantiated that such School Facility will be needed for school purposes at the requested time. After a School Facility has been committed to CITY or COUNTY, however, the party to whom it is committed shall be entitled to use of the School Facility on the date and for the time committed, unless in the opinion of the Superintendent of Schools, a bonafide school emergency arises. If displaced, the school division will find an acceptable alternate location and time for the event. The use of the School Facility shall include the right to use all fixtures and equipment located therein, except as otherwise directed by SCHOOL's written notice identifying the items not to be used, including any of the school kitchens without special permission by the Supervisor of Food Service. *Any user of the school kitchens must pay the expense of at least one regular Food Service employee to be present at all times the kitchen is in use.*

2. If a requested School Facility is not available at the date and time requested, SCHOOLS will make a reasonable effort to make an alternate School Facility available if one is reasonably available on the requested date and time. As between CITY and COUNTY, CITY shall have first priority

to the use of School Facilities located in CITY'S corporate limits and COUNTY shall have first priority to the use of School Facilities located in COUNTY.

3. Each recreation department shall schedule use of School Facilities at least six (6) weeks in advance of the desired usage date. If either locality wishes to reserve a School Facility in the other locality at any time, the recreation department wishing to make the reservation shall contact the other recreation department for approval. If approved, the locality wishing to reserve the School Facility may then request permission from SCHOOLS.

II. Use of City and County Owned Facilities by SCHOOLS.

CITY and COUNTY agree that during the period of this Agreement, SCHOOLS, without payment of rent or user fees, except as hereinafter provided, shall have the use of CITY'S and COUNTY'S recreational facilities for operation of SCHOOL'S programs, subject, however, to the following terms and conditions:

A. Reservation of CITY and COUNTY Owned Facilities by SCHOOLS.

1. CITY and COUNTY shall at all times have first priority in the use of their respective facilities and shall have no obligation to allow SCHOOLS to schedule a requested facility if there is a reasonable expectation that can be substantiated that such facility will be needed by the owner locality at the requested time. After a facility has been committed to SCHOOLS however, SCHOOLS shall be entitled to use of the facility on the date and for the time committed unless, unless in the opinion of the County Administrator or City Manager, a bonafide emergency arises. If displaced, the host recreation department will find an acceptable alternate location and time for the event. The use of the facility shall include the right to use of all fixtures and equipment located therein, except as otherwise directed by the owning locality's written notice identifying the items not to be used.

2. SCHOOLS shall schedule use of CITY and COUNTY facilities not less than six (6) weeks in advance of the desired usage data. Thereafter, reservations will be granted on a first-come, first-serve basis; subject, however, to the owning party's right of first priority use.

III. Use of CITY, COUNTY, SCHOOL Jointly Owned/Funded Facilities.

In the future, should the CITY, COUNTY and/or SCHOOL jointly fund, own or operate facilities, such as a swimming complex or an athletic field complex, the following priorities for conflicts for use (should they arise) shall apply. The scheduling of joint facilities will be done by a mutual separate agreement. Scheduled competitive events, rain dates and post season play will have priority. Use of the facilities shall be outlined in the "Administrative Manual" prepared and agreed upon by the parties.

IV. Use Provisions Applicable to All Parties.

1. The party using another's facility shall at all times provide sufficient trained personnel to adequately supervise and control the participants and spectators. When scheduling use of a facility, the reserving party shall inform the owner of the identity, phone number and home address of the person who will be in charge. So as to assure the using party's ability to maintain order while using facilities reserved, each party grants to the user authority to establish rules and regulations for the use of facilities reserved.

2. Each party using a facility under this Agreement shall pay to the owning party the extraordinary costs attendant to use of the facility. Extraordinary costs (as opposed to regular costs) shall include, but are not limited to, such things as additional janitorial services necessitated by the reserving party's use of the facility. Ordinary janitorial services and the furnishing of utilities shall not be deemed extraordinary costs. Repair costs for damage to the facility directly occasioned by the reserving party's use shall be extraordinary costs; subject, however, to the following limitations: There shall be no presumption that damage

to a facility, the equipment and fixtures therein or the contents thereof arose from such use. To be compensable, such damage must have occurred during the time of actual use, and have been caused by the negligence of the agents/employees or invitees of the user.

V. Duration of this Agreement.

1. This Agreement shall remain in force until terminated by one of the parties giving at least sixty (60) days written notice to both other parties. Upon proper notice of termination being given, this Agreement shall terminate as of the date shown in the notice. Such termination shall, however, not cancel any previously made reservation for use of a facility on a date following the termination date. All applicable provisions of this Agreement shall remain in full force and effect as to such reserved use.

VI. INSURANCE REQUIREMENTS

Property

Each party shall be responsible for its property, including materials, supplies, furniture and fixtures. Each party shall at its own expense maintain in force such hazard insurance with extended coverage on its real and personal property as it deems appropriate. No party hereto shall be responsible to provide such insurance.

Commercial General Liability

At all times while a party to this agreement, each party hereto shall at its expense maintain in force general liability insurance with at least the following limits:

1. A \$1,000,000 Combined Single Limit of Commercial General Liability insurance per occurrence with a \$2,000,000 Aggregate CGL limit, which policy shall include.
 - Fire Damage Limit of at least \$250,000.

- Coverage for attorneys' fees as a result of a suit alleging child molestation and all other covered acts of all employees, volunteers, and visitors.
 - Each party shall name the other parties as additional insureds for all coverages.
2. Each party shall provide to the others a Certificate of Insurance reflecting the above items, with a 30-day notice of either cancellation or nonrenewal.
 3. Each party shall also provide to the others a Certificate of Insurance illustrating the existence of Workers Compensation and Employers Liability insurance coverages.

Hold Harmless Agreement

The localities shall be responsible from the time of the beginning of their operation at any location belonging to the Board for all injury or damage of any kind resulting from their operation, to persons or property regardless of who may be the owner of the property; provided that the extent of all localities' liability in all instances shall be limited by and payable from the valid and collectible insurance in force at that time; provided, further, the localities shall not agree to waive their right to governmental immunity in any action brought against the locality.

In addition to the liability imposed upon a locality on account of personal injury, including death, or property damage suffered through the locality's negligence, or the negligence of its employees or volunteers, which liabilities are not impaired nor otherwise affected hereunder, each locality assumes the obligation to save the Board, including its employees and volunteers harmless, and to indemnify the Board from every expense, liability or payment arising out of or through injury, including death, to any person or persons or damage to property, regardless of who may be the owner of the property, of any site at School in which the locality's operations are located, arising out of or suffered through any negligent act or omission of the locality, including its employees and volunteers or anyone directly

or indirectly employed by or under the supervision of the locality's employee or volunteer, in the prosecution of the operations included in this agreement; provided that the extent of each locality's liability in all instances shall be limited by and payable from the valid and collectible liability insurance in force maintained by the locality at that time; provided, further, the localities shall not agree to waive its right to governmental immunity in any action brought against them.

VII. LIABILITY/ENFORCEMENT OF RULES AND REGULATIONS

To the extent permitted by law, each locality hereby agrees to accept responsibility for any and all costs, damages or expenses arising from any injury to persons or property on the premises belonging to the Board which occurs while such locality is using the premises; and which are attributable to the negligence of the locality or its employees.

So as to assure each locality the ability to maintain order in its programs, the Board hereby grants the localities authority to promulgate rules and regulations for the use of the Board's premises and further grants to the localities the authority to enforce such rules and regulations on the subject premises during such times as they are under the control of the locality.

To the extent permitted by law, the Board hereby agrees to accept responsibility for any and all costs, damages, or expenses arising from any accident or other occurrence to persons or property on the premises belonging to the localities which occurs while the Board has control of the subject premises and which are attributable to the negligence of the Board or its employees.

So as to assure the Board's ability to maintain order in its programs, the localities hereby grant to the Board authority to promulgate rules and regulations for the use of the their respective premises and further grant to the Board the authority to enforce these rules and regulations during such times as they are under the Board's control.

VIII. ASSIGNMENT

The localities shall not sell, assign or convey their rights under this Agreement. However, the localities may enter into secondary agreements with other parties or agencies so as to permit the other parties or agencies to use the subject premises. Any secondary agreements shall be approved in writing by the other parties to this

IX. NO DISCRIMINATION/THIRD PARTIES

Each party agrees that at no time shall it discriminate against any person on the grounds of race, religious affiliation, national origin, disability or age when using the facilities of the other parties. Further, the parties agree that, to the extent that one party should make the subject facilities available to a third party, individual or organization, it will assure that the third party abides by this contract. Any third party agreements shall contain similar nondiscriminatory language.

X. SEVERABILITY

It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses, and phrases of the Agreement are severable, and if any phrase, clause, sentence, paragraph, or section of this Agreement shall be declared unconstitutional or otherwise invalid by the valid

judgment or decree of a court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

WITNESS the following signatures:

CITY OF WILLIAMSBURG

By: [Signature]
City Manager

JAMES CITY COUNTY

By: [Signature]
County Administrator

WILLIAMSBURG-JAMES CITY COUNTY
PUBLIC SCHOOLS

By: Carol S. Beers
Superintendent

JOINT FACILITY USE OPERATIONAL MANUAL

Administrative Guidelines

SECTION I. PURPOSE

The purpose of these Administrative Guidelines is to serve as a supplement to the Agreement for Joint Use of School and Recreation Department Properties (Joint Facility Use Agreement). The Williamsburg-James City County Superintendent of Public Schools (Superintendent) and the County Administrator and the City Manager shall each appoint a designee of their respective staff who shall serve on a Joint Facility Use Committee, whose responsibility it shall be to oversee the community use of the schools and recreational facilities and resolve any conflicts arising under this agreement or in the use of the facilities hereunder. The team shall meet quarterly or as necessary to evaluate the performance of these guidelines. Information as it pertains to maintenance and costs is referenced in the Joint Facility Use Agreement.

SECTION II. SCHEDULING OF FACILITY

Facility scheduling shall require the completion of the appropriate reservation forms. Application for use shall be as provided below to insure priority use. Application for facility use from community groups or the general public will not be approved until after the dates set forth below. Applications filed after the deadline shall not supersede an approved permit.

The County/City and Schools agree to notify each other, immediately, of any conflicts that arise after the start of the permitted period. Each party agrees to provide alternate space for use when these situations occur. No permits may be canceled without twenty-four hours notice except under extreme circumstances, such as mechanical failure.

The Joint Facility Use Committee will keep records of all reservations by facility and location including, by not limited to permit requests, approvals/denials, cancellations, and substitutions for the purpose of performance review at their quarterly meetings.

A. Planning Timetable

Requests to use each others facilities should be submitted not less than six (6) weeks in advance of requested date (s).

In July - Parties submit applications for activities and facilities needed to each other for September-December.

In November - Parties submit applications for activities and facilities needed to each other for January-March.

In February - Parties submit applications for activities and facilities needed to each other for April-May.

In April - Parties submit applications for activities and facilities needed to each other for June-August.

Notification of approval/disapproval shall be given no later than two weeks after receipt of the use permit.

B. Scheduling Priorities

Use of facilities and assigned priorities are summarized in the overall Agreement and outlined here.

1. In the scheduling of County facilities, County activities shall have the first priority. City activities shall have third priority; followed by Board activities. All other activities or events scheduled shall follow. In the scheduling of City facilities, the

City shall have first priority; followed by the County. Board activities shall have third priority, however, every effort will be made to schedule competitive events, rain dates, and post season play. All other outside groups or agencies shall follow.

2. In the scheduling of school facilities, school events and programs shall have first priority; and recreation programs established by the County or City shall have second priority. All other activities or events scheduled by other groups or agencies shall have third priority. Any activities scheduled outside of the timetable shall be mutually agreed upon by the County, the City, and the school principals.
3. With regard to the location of the individual school site, the County shall have first priority to use of school facilities located in the County, and the City shall have first priority to the use of school facilities located in the City's corporate limits.

C. Scheduling Changes

1. If principals need to schedule other activities after the notification of school activities and facilities requested has been sent to Parks and Recreation, the principal will call the recreation agency for an availability schedule.
2. If the localities need to schedule other activities after the principals have received the facility activity schedule, the localities will call the principals for the availability schedule.
3. When schools are closed early, or closed during the day due to inclement weather, or other emergency, no Parks and Recreation activity will be held. Parks staff shall notify school personnel when park facilities are not available due to inclement weather.

4. In the scheduling of County/City facilities, the County, the City, and the Board agree to investigate the possibility of a linked, automated scheduling system that would help alleviate communication problems and scheduling conflicts.

SECTION III. FACILITY SUPERVISION

Adequate supervision must be provided by the using group. Each group must have a designated facility supervisor that can supervise and monitor the participants, spectators, and facility for safety and security purposes. Facility supervisors must meet one or more of the following criteria:

School Board employee

Recreation agency employee

Officially registered agency volunteer with facility supervision training.

SECTION IV. COOPERATIVE DEVELOPMENT OF FACILITIES

Parties agree to meet in order to determine any mutual benefit to jointly developing or renovating any existing or future school or parks and recreation facilities. If it is determined that there is mutual benefit they shall enter into a separate written agreement which shall will outline the rights and obligations of the parties with respect to that development.

They must meet and confer with each other during the facility site selection, cost evaluation, and preliminary engineering process, so that the development of a new facility whether recreational or educational in nature, meets the needs of all parties.

Representatives for each party will be determined depending on the project being proposed.