



NEW KENT COUNTY BOARD OF SUPERVISORS

May 6, 2024, 6:00 PM

Boardroom, County Administration Building, 12007 Courthouse Circle, New Kent, VA
23124 - REGULAR MEETING

AGENDA

CALL TO ORDER

INVOCATION and PLEDGE OF ALLEGIANCE

ROLL CALL

CONSENT AGENDA

(Matters included here under may be the subject of one motion to approve provided no Board member requests an item to be separated.)

1. Approval of Minutes

- a. February 12, 2024 Regular Session Minutes
- b. February 27, 2024 Work Session Minutes

2. Miscellaneous

- a. Approval of Easements & Compensation for the Rt. 249 Waterline Project
- b. Approval of Girl Scout Gold Award Proclamation - Clara Rosalee DiLandro
- c. Approval of Proclamation Recognizing May 2024 as Older Americans Month in New Kent County
- d. Approval of General Services Agreement for Airport Professional Engineering Consultant Services

3. Refunds

- a. REFUND - CR Phillips Electrical Contractors, Inc. - BP#19612-2024 - \$100.87
- b. REFUND - CR Phillips Electrical Contractors, Inc. - BP#19611-2024 and BP#19610-2024 - \$192.75
- c. REFUND - CR Phillips Electrical Contractors, Inc. - BP#19859-2024, BP#19860-2024, BP#19861-2024, BP#19862-2024, BP#19630-2024, BP#19631-2024, BP#19632-2024, BP#19634-2024 and BP#19635-2024 - \$826.87
- d. REFUND - Real Estate Tax - Veteran Exemption

4. Supplemental Appropriations

- a. FY24 Supplemental Appropriations

5. Interdepartmental Budget Transfers

- a. FY24 Interdepartmental Budget Transfer

6. Treasurer's Report

- a. Treasurer's Report - March 2024

SPECIAL PRESENTATIONS

Girl Scout Gold Award Recognition - Clara Rosalee DiLandro - *District 3 Supervisor Amy Pearson*

CITIZENS COMMENT PERIOD

RESIDENCY ADMINISTRATOR'S REPORT

PRESENTATIONS

- ITEM 1 Recognizing May 2024 as Older Americans Month in New Kent County** - *Senior Connections Representatives and District Two Supervisor John Moyer*
- ITEM 2 Consider Exception Request of RRMM Architects to Section 98-1069 (a) (4) of the New Kent County Ordinance for the Fire Station #6 Apparatus Bay Doors to Face Route 60** - *Kenneth Vaughan Jr. Zoning Administrator*
- ITEM 3 New Kent County/Virginia Department of Transportation Economic Development Access Program Funding Request** - *Planning Director Amy Inman*
- ITEM 4 Sewage Pump and Haul Request from Central VA Sports Park LLC** - *County Administrator Rodney Hathaway*

Public Hearings to be held at 7:00 p.m. or as soon thereafter as possible. Speakers are limited to three minutes each, should come to the podium and state their name and address.

PUBLIC HEARINGS

- ITEM 5 PUBLIC HEARING - Proposed Amendments to Appendix A - Fees of the New Kent County Code - Public Utilities** - *County Administrator Rodney Hathaway*
- ITEM 6 PUBLIC HEARING: Proposed FY25 New Kent County General Government Budget** - *County Administrator Rodney Hathaway*
- ITEM 7 PUBLIC HEARING: Proposed FY25 New Kent County Public Utilities Budget** - *County Administrator Rodney Hathaway*

ELECTED OFFICIALS REPORTS

STAFF REPORTS

OTHER BUSINESS

APPOINTMENTS

- Appointments - Delegated by District
- Appointments - Not Delegated by District
- Appointments - Regional Boards and Commissions

ADJOURNMENT

Adjournment

MEETING SCHEDULE: The next regularly scheduled meeting of the Board of Supervisors will be held at 6:00 p.m. on Monday, June 10, 2024, and the next work session will be held at 9:00 a.m. on Wednesday, May 29, 2024, both in the Boardroom of the County Administration Building.

If a meeting cannot be held because of the closing of State and/or County offices, the meeting will be held on the next business day that the County offices are open.

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

Approval of Minutes

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
Subject	February 12, 2024 Regular Session Minutes
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
February 12, 2024 Meeting Minutes (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/29/2024 - 4:49 PM

A REGULAR MEETING WAS HELD BY THE NEW KENT COUNTY BOARD OF SUPERVISORS ON THE 12TH DAY OF FEBRUARY IN THE YEAR TWO THOUSAND TWENTY-FOUR IN THE BOARDROOM OF THE COUNTY ADMINISTRATION BUILDING IN NEW KENT, VIRGINIA, AT 6:00 P.M.

IN RE: CALL TO ORDER

Chairman Evelyn called the meeting to order.

IN RE: INVOCATION AND PLEDGE OF ALLEGIANCE

Pastor Joseph Naylor of Heritage Baptist Church, Providence Forge gave the invocation and led the Pledge of Allegiance.

IN RE: ROLL CALL

Thomas W. Evelyn	Present
John P. Moyer	Present
Amy M. Pearson	Present
Ron Stiers	Present
Jordan T. Stewart	Present

All members were present. Mr. Evelyn welcomed everyone to the meeting.

IN RE: CONSENT AGENDA

The Consent Agenda was presented as follows:

1. Minutes
 - a. October 20, 2023 Budget Retreat Minutes
 - b. October 31, 2023 Work Session Minutes
 - c. November 15, 2023 Regular Session Minutes
 - d. November 28, 2023 Work Session Minutes
2. Miscellaneous
 - a. Approval of Easements & Compensation for the Rt. 249 Waterline Project
 - b. New Development Street Names for Forge Industrial Park, Forge Logistics Building Two
 - c. Resolution R-06-24 – Street Acceptance – Rochambeau Estates, Section 1
 - d. Resolution R-07-24 – Street Acceptance – Rochambeau Estates, Section 2
3. Refunds
 - a. REFUND – Gault Electric LLC – BP#17977-2023 - \$91.88
 - b. REFUND – Gault Electric LLC – BP#17849-2023 - \$132.38
 - c. REFUND – Ryan Homes – BP#18504-23 - \$427.50
 - d. REFUND – Real Estate Tax – Veteran Exemption - \$6,751.24
4. FY24 Supplemental Appropriations
 - a. Animal Shelter Donations, \$1,251.
 - b. Gifts & Donations - Fire: Keith and Gilda Black (\$2,500) and Sheriff: Keith and Gilda Black (\$2,500), \$5,000.

- c. VRSA Insurance - Sheriff's Dept. - Claim #02-23-55041-1-AP, DOL 11/03/2023-11/03/2023 (\$411) and Public Utilities - Claim #02-23-54745-1-AP, DOL 09/28/2023-01/16/2024 (\$4,383.46), \$4,794.46.
- d. Sheriff Extra Duty Private and Extra Duty Schools - James City County: 9/23/2023-10/26/2023 (\$5,344.74) Home Building Association of Richmond: 10/4/2023-10/16/2023 (\$8,809.42), Colonial Downs: 11/3/2023-11/10/2023 (\$1,529.42), 11/17/2023-12/9/2023 (\$3,364.71), Holly Fork Farm: 10/21/2023 (\$367.06), 9/16/2023 (\$367.06) and Schools: 9/29/2023 (\$1,983.45), 8/30/2023-9/8/2023 (\$1,065.74), \$22,831.60.
- e. Charles City Radio Project - September 2023 Integration (\$173.24) and October 2023 Integration (\$43.31), \$216.55
- f. Farmers Market - \$75
- g. Grand Illumination - t-shirt sales, \$40.
- h. REPP Grant Funds - \$20,500.
- i. PERP Funds - Local Only PERP: November (\$2,806.06) and December (\$1,920), \$4,726.06.
- j. Interest Income - December 2023 for 2022 Water & Sewer Bond, \$18,007.86.
- k. HEAT Grant - International Association of Auto Theft Investigators' Vehicle Crimes Conference, \$5,000.
- l. FY23 to FY24 Carryforward - Item Not originally included in Carryforward request (Public Utilities) - \$10,712.23.
- m. LIHWAP Grant Funds - \$2,034.69.
- n. Justice Assistance Grant (JAG) - plus \$3,400 County Match, \$6,800.
- o. Additional DSS Funds - \$14,705.
- p. Opioid Abatement Settlement Funds - \$4,143.03.
- q. 2022 LOLE FY23 Grant - \$2,536.

\$123,373.48 - Total
(\$35,259.84) - Total In/Out - General Fund (1101)
(\$32,179.03) - Total In/Out - Grant Fund (1106)
(\$16,980.06) - Total In/Out - Social Services (1201)
(\$18,007.86) - Total In/Out - Capital (1302)
(\$4,383.46) - Total In/Out - Water/Sewer (1514)
(\$5,851.00) - From Fund Balance - General Fund (1101)
(\$10,712.23) - From Fund Balance - Water/Sewer (1514)

- 5. FY24 Interdepartmental Budget Transfers
 - a. Financial Services - From Office Supplies to Employee Incentives/Awards, \$80.
 - b. Fire-Rescue - From CIP EMS Equipment to CIP Station Access (\$18,795.84) and from CIP Ambulance Replacement to CIP Fire Apparatus (\$38,920), \$57,715.84.
 - c. General Services - From Reserved for Contingency to County Facility Rehab Projects, \$100,000.
 - d. Public Utilities - From Microwave Antenna to SCADA Installation-Sewer, \$32,500.
- 6. Treasurer's Report - Cash as of December 31, 2023, \$112,729,544.40 including escrow funds.

Mr. Evelyn asked if there were any concerns or comments regarding the Consent Agenda. Ms. Pearson noted three current Board members had not been present at the meetings for which minutes had been presented for approval but she thought it was acceptable for them to still vote on the Consent Agenda. County Attorney Joshua S. Everard confirmed.

Mr. Moyer moved to approve the Consent Agenda as presented and that it be made a part of the record. The members were polled:

John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye

The motion carried.

IN RE: CITIZENS COMMENT PERIOD

Mr. Evelyn opened the citizens comment period and provided brief instructions. He called Beth Trivett of 211 John Smith Trail, Lanexa to the podium. Ms. Trivett stated she would be speaking as a "well-seasoned, results-based volunteer" who had given over thirty years to New Kent County. She had been blessed to have worked on various projects and specifically mentioned the following:

- Babe Ruth Baseball volunteer
- New Kent High School Volunteer Coordinator
- Founding member of New Kent County Citizens Coalition
- Second Vice President of The Colonies Property Owners Association
- Founding member/founding Secretary and current Deputy Director of Lanexa Fire Station #4 Auxiliary
- Social Services Advisory Board

She had most recently been asked to serve on the Social Services Advisory Board and it had been a pleasure to serve in that capacity. She had been shocked to learn that the District Five Supervisor (Jordan T. Stewart) had chosen to have her removed from the position at the January work session. She said Social Services had no idea this was coming and there had been no attempt to work together or any communication. She felt citizens expected more from elected officials and that it was "unconscionable" to see "political retribution" in New Kent County. She asked for God's blessings on the Board and thanked them.

Mr. Evelyn thanked her for her comments.

IN RE: VIRGINIA DEPARTMENT OF TRANSPORTATION (VDOT) – RESIDENCY ADMINISTRATOR'S REPORT

VDOT Residency Administrator Marshall Winn reviewed a written report on recent work including but not limited to pothole repair, road grading, concrete repair, shoulder repair, erosion repair, pipe inspection/replacement/cleaning/repair, ditching, tree/brush removal/pruning, sign repair/replacement and debris/trash/litter removal. 128 work requests had been received and 213 completed. There had been two after hours call outs involving high water and a tractor trailer accident. He entertained questions.

Board members provided the following comments and reported the following concerns:

Regarding speed studies, Ms. Stewart asked if he was who she should speak with about having a study done on the end of Good Hope Road toward Homestead Road. Mr. Winn confirmed and asked that she send him an email in this regard. Ms. Stewart thanked him for their conversations over the past month and noted they had been very helpful and appreciated. Referencing a previous report from Ms. Stewart regarding rumble strips on Route 33, Mr. Winn reported Route 33 was on this year's paving schedule.

Mr. Stiers thanked Mr. Winn for attending this meeting. He asked if he had checked into the permits needed to plant trees. Mr. Winn asked that he send an email describing what they wanted to do and he would get with VDOT Permit staff. For clarification, Mr. Stiers reported he had been trying to get a group together for several years to plant trees in the median throughout Providence Forge in an effort to make the area look more like a village. He also suggested the trees could be decorated with lights at Christmas. The New Kent Chamber of Commerce was interested in assisting and he felt this was the time to move forward.

Ms. Pearson thanked Mr. Winn for his promptness in answering her emails. She asked if he had reviewed the situation at Kenthurst Road and Route 249. She had reported a concern from a citizen at the January meeting regarding the curve on Route 249. Mr. Winn indicated he would look into this and get back to her.

Mr. Moyer expressed appreciation for all VDOT was doing. He suggested he would be the "broken record" regarding the traffic light at Market Place and Route 60 and asked for an update on this project. Mr. Winn reported the traffic light would be coming this summer.

Mr. Evelyn reported he had recently met with VDOT Superintendent Joe Tarry on Mt. Prospect Road and he had been very helpful. He also reported there had been a cave in on Route 106 due to water runoff near a waterline and VDOT staff had been very helpful working with the County to address this issue. He thanked Mr. Winn for his report.

IN RE: HERITAGE PUBLIC LIBRARY UPDATE

Heritage Public Library (HPL) Acting Director Janet Woody introduced Stacey Tromblee and noted this was Ms. Tromblee's first day as Library Director. Ms. Woody also introduced her colleague Elizabeth Dzula and Library Board of Trustees member Rose Schooff. She said the HPL FY25 budget request was for a 5% increase over the prior year. This would fund upgrading a parttime position to fulltime. The library was currently operating with one fulltime position (Director) and would benefit greatly from having two fulltime positions to take care of day to day operations and future planning. They hoped the Board would look at this request positively. She provided information on recent accomplishments including:

- Working with the Chickahominy Health District to provide space in each library for teaching the public how to administer Narcan in the case of a drug overdose. Health District staff were in the libraries on Wednesday mornings providing this instruction.
- The chess program had attracted thirty children ages 10 to 18 the previous Friday. She noted it was hard to get children this age to the library so they were very pleased this program was getting this much interest.
- The very popular passport program has served 35 citizens since January 1st. Citizens could come to the libraries to apply for passports and staff were available to assist with the paperwork. This was a revenue generating program with \$35 being collected with each application and it was also an excellent public service.
- A recent Lego Robotics Spirograph program had received so much interest that a second session had been added. This had been offered as a part of their STEM (Science, Technology, Engineering and Math) program.

She urged the Board to keep the future need for a larger building in mind. The 5,700 square foot building at Maidstone was great and had received tremendous use but was bursting at the seams. She asked that as the Board was thinking of development in New Kent, she hoped they would also think about a parcel of land in the Bottoms Bridge/Quinton area as a potential location for a beautiful modern library the citizens deserved. She thanked the Board for the opportunity to provide an update.

Mr. Evelyn thanked Ms. Woody for the update and asked if Board members had any questions.

Ms. Stewart asked if HPL was taking photos for the passport program. Ms. Woody indicated they would like to do this but were currently not because they were struggling with space for a photo booth with appropriate lighting. Ms. Stewart asked if they were able to take care of the rest of the process if the citizen brought in a photo. Ms. Woody confirmed and said they would prepare everything to be sent off. Ms. Stewart asked if citizens needed to schedule an appointment for this service. Ms. Woody confirmed and noted citizens could go to the HPL website to schedule an appointment. Mr. Evelyn reported he had received his last passport through HPL and had provided a photo from Walgreens. The process had been very convenient and was a great service for citizens. He thanked them for all they were doing at HPL and noted they were offering many services and activities.

He noted it was too early for public hearings and suggested they move forward with Elected Officials Reports.

IN RE: ELECTED OFFICIALS REPORTS

Mr. Moyer reported he had held his first Town Hall meeting on February 8th with about fifty attending. He said he had been fortunate that County Administrator Rodney Hathaway, Assistant County Administrator Matt Smolnik and Sheriff Lee Bailey had been in attendance and had assisted with answering questions. He had been pleased with the attendance and felt everything was going well in District Two.

Ms. Pearson reported she had held her first Town Hall meeting on February 6th at the New Kent Visitors Center and it had also been well attended. She expressed appreciation to County Administrator Rodney Hathaway, Assistant County Administrator Matt Smolnik, County Attorney Joshua Everard, Public Utilities Director Mike Lang and Sheriff Lee Bailey for attending. She also expressed appreciation to everyone who had attended and noted it had been a wonderful evening. She announced upcoming events including the Bridges of Change Domestic Violence Shelter Gala on Saturday, February 17th at Rosies and the New Kent Public Safety Foundation Gala on Saturday, April 20th. Tickets were still available.

Mr. Stiers reported he had not held a Town Hall meeting but would be guest speaker at the Woodhaven Shores Annual Meeting on March 25th where he would provide an update on the dam over Lakeshore Drive. He reported mentioning his next topic regarding Kentland Trail from Courthouse Road past Colonial Downs to Chairman Evelyn earlier in the day. He had been fortunate to have VDOT add this street to their "Specialty Mowing" list for mowing every three weeks instead of three times a year as was the case with most streets. They were doing the best they could but there had been times when they had not been able to complete the work due to unforeseen circumstances. This was particularly a concern when builders/realtors were holding open houses and the grass was tall. He wanted the County to issue an RFP (Request for Proposals) seeking bids on mowing this section of roadway from March through October. He said the funds could come from Colonial Downs revenue and not tax payers' money. If Chairman Evelyn agreed, he would like permission to have Mr. Hathaway move forward with this. Mr. Evelyn stated it would be up to the Board and asked if they were okay with getting prices and discussing it later? The general consensus was to move forward with getting prices to be discussed later. Mr. Stiers thanked them.

Ms. Stewart reported she had not held a Town Hall but did hold Office Hours on January 27th at Fire Station #4 in Lanexa. She thanked Fire Chief Rick Opett for the use of this space

and reported this had been a great opportunity to talk with people in the community. She also reported District Five School Board Member Greg Reimer and she would be holding Office Hours at 5:30 p.m. on March 5th at Fire Station #3 in Eltham. They were planning to periodically hold these meetings together rotating between the Barhamsville and Lanexa areas. She said her door was always open, her phone was always on and although her email was not currently working, it would be working the next day and she urged residents to share their concerns. Although she was not ready to hold a Town Hall meeting, she was in listening mode and wanted to know what was important to District Five residents. She expressed appreciation to her fellow Board members and specifically mentioned Mr. Evelyn and Mr. Stiers. She felt she had learned more in the last 42 days than she had known was possible and she appreciated their mentorship. She also expressed appreciation to Deputy Board Clerk Wanda Watkins for responding to her calls for technology assistance.

Mr. Evelyn reported Cox Communications had been working heavily in District Five but they were now seeing residents connected to fiber broadband in the District One Talleyville area and moving down Old Church Road. He had received numerous positive calls and expressed appreciation to Cox for getting to District One and getting some constituents connected. They were very excited and all of New Kent would be excited to have fiber in a few years.

IN RE: STAFF REPORTS – SPRING RECYCLING EVENT

County Administrator Rodney Hathaway announced the Spring Recycling Event hosted by the New Kent Clean County Committee would be held on April 20th from 9:00 a.m. to 1:00 p.m. at the Courthouse complex. More information would be coming. These were usually big events with great turnouts and they would be getting the word out into the community.

IN RE: OTHER BUSINESS

There was no other business.

IN RE: APPOINTMENTS – DELEGATED BY DISTRICT

Mr. Moyer moved to appoint Kurt Gran as a District Two representative to the Transportation Safety Commission to serve a four-year term beginning January 1, 2024 and ending December 31, 2027.

Mr. Moyer moved to appoint Robert Gray as a District Two representative to the Transportation Safety Commission to complete a four-year term ending December 31, 2024.

Mr. Stiers moved to appoint Dr. Kelly Broz as District Four representative to the Parks and Recreation Advisory Commission to complete a three-year term ending December 31, 2024.

Ms. Stewart moved to appoint Charles "Bill" Martin as District Five representative to the Airport Advisory Commission to serve a four-year term beginning January 1, 2024 and ending December 31, 2027.

Ms. Stewart moved to appoint Carole Coffman as District Five representative to the Social Services Advisory Board to complete a four-year term ending June 30, 2025.

The members were polled:

Amy M. Pearson

Aye

Ron Stiers	Aye
Jordan T. Stewart	Aye
John P. Moyer	Aye
Thomas W. Evelyn	Aye

The motions carried.

IN RE: APPOINTMENTS – NOT DELEGATED BY DISTRICT

Mr. Evelyn moved to appoint Lee Tyson as an alternate representative to the Board of Zoning Appeals to complete a five-year term beginning January 1, 2022 and ending June 30, 2026. The members were polled:

Ron Stiers	Aye
Jordan T. Stewart	Aye
John P. Moyer	Aye
Amy M. Pearson	Aye
Thomas W. Evelyn	Aye

The motion carried.

IN RE: APPOINTMENTS – REGIONAL BOARDS AND COMMISSIONS

Ms. Pearson moved to appoint Rev. Dr. Milton Hathaway as New Kent's Planning Commission representative to the PlanRVA Regional Planning District Commission to serve a one-year term beginning January 1, 2024 and ending December 31, 2024. The members were polled:

Jordan T. Stewart	Aye
John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye
Thomas W. Evelyn	Aye

The motion carried.

Mr. Evelyn announced it was too early to begin public hearings and called for a recess at 6:28 p.m. The meeting reconvened at 7:00 p.m. to begin public hearings.

IN RE: PUBLIC HEARING – ORDINANCE O-09-23 (R1) CREATING THE LIBERTY LANDING PLANNED UNIT DEVELOPMENT (PUD-01-22)

Before the Board for consideration was Ordinance O-09-23 (R1) to approve Application PUD-01-22 to reclassify approximately 117.43 acres of land from A-1, Agricultural and from Business to PUD, Planned Unit Development, to establish the Liberty Landing Planned Unit Development. Principal Planner Kelli Le Duc provided a brief overview of the application. She reported Kenneth Merner of Bridgewater Crossing, Inc. (applicant) and Jeffrey Geiger of Hirschler Fleischer (agent) had requested the rezoning from Business and A1 to Planned Unit Development (PUD) of approximately 118 acres of land. The applicants were proposing to create a mixed-use development with approximately 60,000 square feet of Commercial space along Route 60, 145 townhomes and 145 single-family residential lots. Designated open space areas, recreation areas, proposed clubhouses with amenities and walking trails would also be included. The subject property was located to the south of Route 60 across

from the Five Lakes subdivision. These parcels were designated as "Village" in the County's Comprehensive Plan and Liberty Landing would be in keeping with the County's "Village" vision of this area and would be comprised of a mixture of structures and uses. The application had been reviewed by all agencies and their comments would be addressed during site plan review. The Planning Commission had considered the application at their April 17, 2023 meeting and had voted six to four to forward a favorable recommendation to the Board. The Board had held several previous public hearings with the most recent being in December 2023 and had voted at that time to defer action until this meeting. An additional public hearing was being conducted in order to consider amendments to the draft ordinance as well as proffers. She turned the floor over to Mr. Geiger.

Mr. Geiger extended thanks and appreciation to the County's "excellent" Planning staff who had worked with them diligently through the process and noted the much appreciated input had aided in arriving at today's presentation. Although this presentation would be similar to the January 30, 2024 work session presentation, he wished to touch on the slides again for members of the public. He would also draw attention to changes that had been made as a result of feedback received at the work session. As Ms. Le Duc had previously stated, the request before the Board was in compliance with the Comprehensive Plan and furthered the Strategic Plan by meeting many of its commercial and residential goals. He drew attention to a slide depicting commercial elevations along Route 60 which included small shop space identified as a need to attract desired commercial businesses. The project would also incorporate outdoor space for social gathering.

At the request of the Board, two changes had been made to proffers since the last public hearing. Those changes included a contribution of \$250,000 for land acquisition for a new fire station in the Bottoms Bridge area and a \$500,000 contribution for a traffic signal. Based on Board comments, the condition indicating payment of the contribution if warranted during the ten-year period had been removed and replaced with a statement indicating that if not warranted by the end of the ten-year period, they would still pay in the form of a bond or cash payment to the County. Mr. Geiger also reported there had been changes to the PUD Ordinance since the last public hearing. Those changes included:

- A requirement that any commercial buildings with a rear elevation facing Route 60 must construct that rear elevation with an architectural appearance of a front elevation.
- Front yard building setbacks had been expanded to 65 feet (originally 30 feet).
- A requirement that private pavement shall be setback a minimum of 30 feet.
- A phasing requirement for a minimum of 10,000 square-feet of the Commercial Area to be under construction prior to the 100th certificate of occupancy in the Residential Area.
- A requirement for an architectural appearance, screening, and assembly requirements for sheds located in the Residential Area as accessory uses. These additional requirements for sheds had been made at the request of one of the Supervisors.
- Homes would be marketed for sale with the goal being to not be a rental community.
- The County's use for assisted living had been restored as a permitted use in the commercial area.

Mr. Geiger noted the Bottoms Bridge Service District had been created in the early 2000's for the installation of sewer. He drew attention to a map outlining the area where residents would pay an additional tax to repay bonds for sewer improvements. The Board had removed that payment obligation from the service district residents resulting in all rate payers within the County now paying rates that would retire these bonds. If the request for Liberty Landing was approved, that obligation would be removed from all of the rate payers and would be paid by one property owner. This could be done through the obligation to pay availability and standard connection fees of almost \$19,000 per residential unit to the Public

Utilities Department. This would result in almost \$5.5 million paid to the enterprise fund for Public Utilities. In addition, cash proffer payments of \$8,000 per home for single-family detached and \$4,000 for townhomes would total almost \$1.8 million paid to the County.

He drew attention to a financial impact analysis over the expected development ten-year buildout. In addition to the \$5 million to utilities previously mentioned, an additional \$4 million would be paid over time for a total of \$9 million. The County's general fund would also receive an additional \$5.7 million. After project stabilization, revenue from the project would pay the per home education costs resulting in a surplus of approximately \$3,000 per home. A more in depth analysis of the school yield had been conducted and they had found this project would yield less than projected in the original fiscal impact analysis.

In closing, Mr. Geiger stated they were requesting rezoning to the PUD designation and the request would provide for controlled development that would pay off the sewer bonds, provide funds toward land for the new fire station and funds for a new traffic signal. The project would also expand tax revenue through real estate taxes. The PUD would also result in economical and efficient land use through a unified development plan. They were looking forward to creating a place where people could live, work and visit in New Kent County. He also noted a large component of the property, 53% or 62 acres, would be preserved as open space. On behalf of the applicant, he requested that the Board approve the PUD application before them. He entertained questions.

Mr. Evelyn thanked him for the presentation. He asked if Board members had any questions or comments now or would they rather wait until after the public hearing. The consensus was to wait until after the public hearing.

Mr. Evelyn opened the public hearing and provided brief instructions. He called Debbie Stanley of 3075 Pocahontas Trail, Quinton to the podium. Ms. Stanley thanked the Board for the opportunity to speak and said she understood this had been a very laborious and lengthy process. She felt there was not only an obligation to the citizens but also to those visiting, vacationing and working here to ensure a safe, modern, inviting and option-based county was maintained. What was proposed sounded like a grand idea and the \$1.8 million was very attractive but she questioned if this was the right location? She believed there were several reasons why the answer was "no" and based on conversations with community members, she felt this was a shared belief. Traffic on Route 60 was an issue on the best of days and trying to get out of a driveway was a challenge. She specifically noted the Longview Drive and Route 60 crossing where it was necessary for travelers heading west to make a u-turn when leaving the Bottoms Bridge Auto Repair Shop or the New Kent Animal Hospital. She also noted travelers leaving Five Lakes at Rock Creek Villas also experienced difficulty when traveling east. Her driveway was directly across from this section of road and they witnessed the "bottleneck" with existing traffic on a daily basis. The potential growth of 200 vehicles utilizing that same path was really "unspeakable." She also mentioned the Food Lion (Market Place Drive) crossover and noted vehicles heading east and those entering Food Lion from the west required knowledge and skill to drive through the area. She said this area was a serious safety concern and although we should all know how to enter and exit this crossover, some surprisingly did not. She urged the Board to think of the impact of growth on traffic. She questioned if existing businesses could handle this volume and noted it appeared many businesses were already suffering from a lack of staff. While new residents may improve this, she said it seemed to be a theme with most small businesses. She specifically noted the patience required to find waitstaff in a sit down restaurant and said even more patience was required to get your meal served. She said Food Lion was a great place to shop but the shelves were often bare requiring travel outside of the County. There was no competition in this area but citizens were expected to compete

for road space, dining out and viable places to socialize and educate their children. The timer sounded and Ms. Stanley asked if it was her time. Mr. Evelyn indicated it was and offered her an additional 20 seconds to close. She reported she was the adjacent landowner to the proposed site and on many occasions she and her husband had found it necessary to clean the river area from debris and trash left by trespassers. She questioned what safety would be in place to ensure the natural beauty of the Chickahominy River remained as it was? Mr. Evelyn called time on her comments. She stated the main point had been made and thanked the Board for their time.

Mr. Evelyn thanked her for her comments. There being no other individuals wishing to speak, he closed the public hearing and asked if Board members had any comments or questions for staff or the applicant.

Mr. Moyer indicated he had a statement and a motion. Mr. Evelyn called on Mr. Stiers who had also noted he wished to speak. Mr. Stiers said he believed Mr. Geiger had made his first presentation to the Board in May 2023 and no where in any of his proposals had there been anything about assisted living. He suggested Mr. Geiger had "almost accosted" him in the parking lot saying the reasons there was nothing about assisted living was because there was no demand. He questioned what had transpired since last May that was now resulting in a demand for a nursing/convalescent/rest home which he assumed was assisted living? He said Mr. Geiger had reported they were proposing 20,000 square feet for assisted living and asked how many apartments this would include. Mr. Geiger reported there would be no apartments but it would be based on a number of beds. Mr. Stiers questioned if everyone would be in a 20,000 square foot building? Mr. Geiger said assisted living was considered in terms of the number of beds because there would be no residences with kitchens. The number of beds within a 20,000 square foot building would depend on the specific user so he could not say the total number of beds the user would bring. He said they had been asked at the initial review level to remove this use but had since been asked by the Board to restore it. He noted the "convalescent" use was what was available in the County's zoning ordinance for assisted living and they had worked with County staff to put this language back into the project. They did not know if they would have a user but if somebody came wishing to put in such a facility, the zoning would be in place to allow it rather than having to come back for an amendment. They had thought 20,000 square feet would be an appropriate amount because they had not wanted the entire commercial area to become assisted living. They had thought it would better align with the County's Strategic Plan to make sure they had the appropriate number of commercial uses. Mr. Stiers suggested Mr. Geiger's terminology for assisted living and his were not the same. He said assisted living was where elderly people would have an apartment, a big banquet hall and medical staff on duty 24/7. He stated this was assisted living and said that was not what was proposed. Mr. Geiger stated they were required to use the County's zoning ordinance language and based on conversations with Planning staff this was the use for what Mr. Stiers had described. He said there would be no living units. Mr. Stiers asked why this would be up front in the commercial area and not in the back where it would be peaceful and quiet? Mr. Geiger stated the development plan included standard living units such as townhomes and single-family homes in the back. Mr. Stiers thanked Mr. Geiger.

Mr. Moyer noted this was tough to say, "but elections have consequences." He noted this had been heard over and over and as a Planning Commissioner he had voted for this particular use because it made sense for a site plan to include residential and commercial. He again stated "elections have consequences" and reported he had won the election by twenty votes. His opponent had been very much against this project and all he had heard since the election was the sentiment that this was not the project the County should have.

Mr. Moyer moved to deny the application for Ordinance O-09-23 R1 Creating the Liberty Landing Planned Unit Development (PUD-01-22). The members were polled:

John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye

The motion carried.

IN RE: PUBLIC HEARING – APPLICATION CUP-02-23, POLISH TOWN SOLAR 1, NEW LEAF ENERGY, INC. AND JONATHAN KINNEY – RESOLUTION R-02-24 – CONDITIONAL USE PERMIT TO CONSTRUCT A 2 MW SOLAR SYSTEM ON APPROXIMATELY 23 ACRES LOCATED WITHIN TAX PARCEL 27-6J

Before the Board for consideration was Resolution R-02-24 to approve Conditional Use Permit (CUP) Application CUP-02-23, Polish Town Solar 1/New Leaf Energy, Inc. and Jonathan Kinney (property owner) to authorize the construction of a solar energy facility located on a portion of tax map 27-6J (GPIN #I28-3826-5374). Principal Planner Kelli Le Duc provided a brief overview of the application. She reported representatives from New Leaf Energy had applied for a CUP to construct a 2 MW solar facility on approximately 23 acres located east of State Route 30 and north of Henrico County’s Regional Jail East, on the north side of Polish Town Road (Route 634). This property was a portion of a larger Industrial zoned parcel also designated as Industrial in the County’s Comprehensive Plan. The New Kent County Zoning Ordinance required a CUP in the Industrial Zoning District for a solar generation facility. The applicant had held a community meeting several months ago and had provided responses to all questions and concerns raised at that meeting. Access to the proposed facility would be off Polish Town Road and after construction, the anticipated vehicle traffic generated would be one to two vehicles per day. The applicant would work with VDOT and the County throughout the construction period to ensure public roads utilized were properly maintained. Performance standards in the Zoning Ordinance along with proposed conditions written into the permit would help address visual and noise impacts the project may create. Buffers and screening would be required and construction would be restricted to daylight hours. Decommissioning of the site to remove the project components and return the land to another permitted land use would also be required of the applicant at the end of the project life. She noted the standards for review of CUPs were set forth in Section 98-744 of the New Kent County Code and were listed in the staff memo provided. The Planning Commission had considered this application at their December 18, 2023 meeting and had voted 7:1 with three abstentions to forward a favorable recommendation to the Board. She noted Resolution R-02-24 contained a list of 18 proposed conditions specific to this project. She turned the floor over to New Leaf Energy Senior Project Developer Jessie Robinson and Project Engineer Quentin Wood.

Ms. Robinson introduced herself and Mr. Wood and thanked the Board for their time. She reported New Leaf Energy had originally been known as Borrego Solar, a company which had been formed by three brothers in California. The company had been developing projects for approximately forty years and in total had developed over a gigawatt of solar across the United States with projects in California, New York, Illinois, Massachusetts and Virginia. The project before the Board would be a 2 MW project participating in an RFP (Request for Proposals) with Dominion Energy. She drew attention to several pictures of small-scale solar projects developed by New Leaf. One of the pictures included a single axis tracking system which would move with the direction of the sun but she noted the proposed

Polish Town Solar 1 project would be a fixed tilt system. Other pictures included a transformer and inverters and she noted no subsystem would be needed for this project. The proposed project would be constructed on a portion of tax map parcel 27-6J owned by Weir Creek LLC (Jonathan Kinney). The project would be located off of Polish Town Road across from the Henrico County Jail and set back from Route 33. Weir Creek LLC was interested in using a portion of this property for this use and was moving forward with other development to the front of the property. The solar project would have no impact on this other development. The project would be well tucked away off of Route 33 and there were no surrounding neighbors. The Wahrani Nature Trail would be located to the north, the jail to the south and the closest neighbor would be approximately 1,300 feet from the site. The project would also be well screened by existing vegetation. There would be no impact to environmental resources such as wetlands and the infrastructure needed for interconnection was already located at the site. Staff had found this project would preserve the existing rural character of the neighborhood. A community meeting had been held on December 6th with approximately twenty attendees. Mailers had been sent to anyone within a mile of the proposed project and an advertisement had run in the New Kent–Charles City Chronicle. Seven conditions were being proposed in response to concerns community members had raised at this meeting. They had also met with Mr. Sam Hyde and had walked his property to see what his experience had been on his site and had seen his pond. She stated they were willing to be helpful stakeholders with Mr. Hyde and other community members and would be willing to address their concerns including financially if appropriate.

Ms. Robinson drew attention to a slide depicting the proposed layout of the project. Fifteen acres of the parcel would be fenced and an additional seventeen acres would comprise the landscape buffer, stormwater features and the access road. She noted the Board had seen this application the previous year and the layout had since been changed and adapted in response to concerns raised by the Board. She drew attention to a modified layout slide depicting the downsized footprint of the project. Changes included the following:

- Downsizing the system from 3 MW to 2 MW.
- Doubling the vegetative buffer from 50 feet to a minimum of 100 feet at Wahrani Trail.
- Downsizing the solar array footprint from \pm 22 acres to \pm 15 acres.
- Reducing the impervious area by 33 percent.
- A 150 foot minimum distance from Wahrani Trail to the nearest panel utilizing topography and existing growth vegetation for screening.
- The access point had been changed to further limit visibility.
- A minimum of 50 feet of buffer would be maintained along the front of the project.
- 10-15 feet of additional screening would be added behind the access road to block direct view of the site from the access road.

Ms. Robinson shared slides depicting the proposed access and screening and reported this portion of the property was not well suited for industrial development. The landowner had invested in preparing the western portion of this property for industrial uses with cleared land and building pads and the front portion was slated to be subdivided off for industrial development. With slopes of up to 20%, the project would be sited on the least industrial suitable portion of the site. This area would require significant grading to be suitable for industrial development and the racking system for the solar array would be compatible with the existing grade. Per VDOT, Polish Town Road was not suitable for long-term heavy truck access and the landowner had added access from Route 30 to encourage industrial development to the west. The solar system would not preclude industrial development on the remaining acreage. Ms. Robinson turned the floor over to Mr. Wood.

Referencing Ms. Robinson's comments regarding the unsuitability of the area for industrial uses, Mr. Wood noted 65 by-right uses were permitted in industrial zones. While industrial

zones did not permit residential, parks, conservation or preserved areas, they did allow the following:

- Recycling Center
- Construction Trailer Storage Yard
- Trucking Terminal
- Outdoor Firearm Range
- Salvage Yard
- Automobile Graveyard

Mr. Wood reviewed proposed conditions developed as a result of feedback from the community meeting. Conditions included:

- Local Workforce – The applicant would work directly with New Kent County’s Chamber of Commerce and Economic Development to enable the inclusion of local contractors in the bidding process for construction and post-construction.
- Emergency Contacts – A weatherproof/resistant Emergency Response Plaque/Poster would be mounted near the front gate. This would include contact information for the facility, an Emergency Response Chain of Command and other pertinent information associated with the facility during an emergency response.
- Vegetation Management – Excluding the required landscape buffers, areas between the panels and areas not otherwise covered by gravel or infrastructure would be planted and maintained with a vegetative cover. This would be managed with regularly scheduled landscape maintenance at intervals deemed appropriate during site plan review.
- Stormwater Control – The applicant would work with New Kent County to outline in the Stormwater Management/BMP Maintenance Agreement plans to conduct periodic inspections and maintenance to stormwater facilities.
- Additional Revenue – Per Virginia Code Section 15.2-2288.8, the applicant would pay the County \$100,000 (the “Trail Upgrade Payment”) for future upgrades and maintenance to the Wahrani hiking/biking trails (or another item of interest to the County), adjacent to the project site and which the County determined are reasonably related to the Solar Facility. The Trail Upgrade Payment would be paid to the County within 90 days of building permit approval and would be in lieu of any other payments excluding taxes.
- Fencing/Wildlife – The fencing for Polish Town Solar 1, LLC would be an eight foot tall chain link fence with additional barbed wire to prevent wildlife from entering the facility.
- Transportation Condition – The applicant would prepare a Transportation Plan as part of the building permit approval. The Transportation Plan would be required for all facility traffic. Construction traffic would be limited to the temporary construction access. Upon completion of construction, the permanent access entrance would be required for all facility traffic and the temporary access would be removed, restored and screened. The Transportation Plan would be revisited at the time of decommissioning, including a temporary decommissioning access previously used for the construction of the facility, with the County and applicant reviewing the latest status of the roads.

Mr. Wood drew attention to slides depicting a conceptual site plan as well as visual simulations depicting existing and proposed buffers along Wahrani Trail and Polish Town Road. He reported there had been a great deal of concern from community members regarding stormwater management. He said the DEQ (Department of Environmental Quality) had issued a memorandum regarding how solar panels were to be treated. Only the foundations of the panels had previously been considered impervious but now the entire panel was considered impervious. This significantly changed how runoff was treated and stored. In addition to water quantity, water quality was also considered with the collection of pre-development and post-development data determining the need for both structural and non-structural BMPs (Best Management Practices). In regard to quantity, pre-development and post-development flows were analyzed to determine the need to

implement channels and structural BMPs to regulate the increase of rates and volume. Outfall structures were also evaluated to ensure there would be no flooding or erosion to downstream properties. He noted the property saddled two river basins; the York River to the north and the James River to the south. The York River basin included six smaller drainage areas and the James River basin included two smaller drainage areas each of which would be addressed as a part of the site plan.

Mr. Wood provided an overview of the construction, operations, maintenance and decommissioning of the proposed facility. Construction would run from six to eight months and be limited to daylight hours. The project life cycle was expected to run from 20 to 40 years. The facility would be operated remotely with bi-weekly to monthly on-site visits. Two to four long-term jobs would be needed for vegetative/system operation maintenance. Decommissioning would be bonded with the County prior to beginning construction. Panels used would be rated "Tier 1" and would meet Toxic Characteristic Leaching Procedure (TCLP) requirements for non-hazardous waste. The bulk of the material would be considered recyclable with the solar panels either being upcycled, reused, recycled or disposed of at an approved facility. Complete system removal would take four to six months.

Mr. Wood provided an overview of the benefits of this small scale solar project. Benefits noted included:

- Providing additional tax revenue over the forty-year expected project lifetime. Focusing only on the acreage of the proposed project and assuming constant values/rates, taxes without solar would generate \$55,519 and taxes with solar would generate \$362,000.
- They would be a quiet neighbor.
- There would be no increase in traffic.
- Limited public services such as water, sewer or electricity would be needed.
- 30-40 temporary jobs created during construction and two to four long-term jobs.
- The local distribution line and the overall reliability of the grid would be improved.
- Native seed mix would be used to increase the groundwater recharge and reduce runoff.

Mr. Wood reported a big concern had been "will this affect my property value?" New Leaf Energy had worked with a third-party accounting firm (Cohn Reznick) to conduct multiple studies on property values in neighboring rural Virginia counties. Studies had considered the home/property value before and after solar installation and had compared properties adjacent to with properties not adjacent to solar farms. The studies concluded there was no impact to the sales price of adjoining properties after the installation of a solar project.

Mr. Wood reviewed how this project fared against the County's standards for review as well as staff and department reports on each standard. The chart provided indicated the project would meet or exceed all standards. Standards and reports included:

- The proposed use shall not be prejudicial to the character of the neighborhood. As staff had requested, the applicant provided estimates on using local labor, local construction materials and increased tax revenue.
- The proposed use shall not adversely affect the general plans for the physical development of the County as embodied in the Comprehensive Plan. The staff report stated that the project met the goals of the Comprehensive Plan.
- The proposed use shall not be detrimental to the use or development of adjacent properties or the general neighborhood nor impair the value of buildings or property in surrounding areas. The staff report stated the project would preserve the County's existing rural character, protect the natural environment and the site "will not impair the existing visual aesthetics."

- The proposed use shall not unreasonably restrict an adequate supply of light, water or air to adjacent property nor produce undue congestion in the street. The staff report stated "this project will not cause any increased impacts to County services."
- The proposed use shall adequately provide for access to the facilities for the estimated traffic. This had been addressed in the proposed transportation condition.
- The proposed use shall be subject to any applicable site planning or performance standards enumerated in Article XXII of this chapter.
- The proposed use shall be reasonable in terms of the logical, efficient and economical extension of public services and facilities such as water, sewer, streets, police and fire protection, transportation, recreation and public schools serving the County. The staff report stated "this project will not cause any increased impacts to County services."

Mr. Wood reviewed a table providing more information on performance standards in Article XXII. For by-right uses in Industrial Zones, setbacks from adjacent property lines were 70 feet on the front and 30 feet to the rear and side. Setbacks for solar were 100 feet. As designed, this project would have a 100 foot setback along Polish Town Road and from 100 to 262 feet along Wahrani Trail. By-right uses required a 20 foot landscape buffer and solar required a 50 foot buffer. Landscape buffers for this project varied from 50 to 250 feet. By-right building height in industrial was 75 feet and 25 feet for solar. The panel height for this project would be 12 to 14 feet. Solar required a minimum fencing height of six feet and this project was designed to have fencing eight feet in height. He closed by stating he was hopeful they had been able to demonstrate how this project would comply with County standards. He expressed appreciation for the Board's time and entertained questions.

Mr. Evelyn thanked Ms. Robinson and Mr. Wood for their presentation. He opened the public hearing and provided brief instructions. He called Patti Peterson of 18000 Stage Road, Barhamsville to the podium. Ms. Peterson stated she was here to ask the Board for a "no" vote to any and all future solar facilities in Barhamsville. In her opinion, they were an eyesore, displaced wildlife and killed birds (including eagles) who often mistook the panels for a lake. She also said the glare from the panels posed a hazard to pilots and noted low flying helicopters participating in training were frequently in the area. They interrupted cell signal reception, were a fire risk and caused erosion. She said New Leaf would build this, turn it over to Dominion (Energy) and who knew what would happen after that. She closed by stating she felt they could fill their quota somewhere else, leave the local people alone and keep Barhamsville local as it should be. She thanked the Board for their time.

Jim Peterson of 18060 Stage Road, Barhamsville thanked the Board for the opportunity to speak. He reported he was a fire protection specialist in the U.S. Airforce and had spent twenty years in consulting in environmental health and safety for Fortune 500 companies. There were two things he had not heard mentioned yet in the proposal and he specifically noted the risk of fire hazards. He stated this was fairly new technology and the fires that were happening were not reported as solar farm fires but were listed in a category of "other" making it necessary to dig to find them. He said this was not the case with Australia and the United Kingdom and said that ten years into solar projects, Australia had found a six-fold increase in fires. Referencing California and Florida and the increased risk of fire in those areas, he noted insurance companies were pulling out of the market. He referenced a case where a person's premium had increased from \$1,800 to \$12,000 in one year and they had ultimately been served with a non-renewal notice. He suggested that since solar was so new, no one knew if this would happen here or what would happen in ten years and the loss of insurance would be significant. His second point was the bond referred to in the presentation. He noted it had been said that the materials were recyclable and while that was true, the technology did not exist at this point to extract the recyclables in a cost efficient manner. He said most panels were buried in landfills and no one knew what the

future would hold in regard to the cost of recycling. He suggested a bond given at this point would most likely not be enough when it was time for decommissioning. He suggested they were trying to solve questions today for which they would not have answers for many years. These were his concerns and he didn't think these issues had been addressed adequately.

Chloe Hodges of 3101 Kensington Avenue, Richmond spoke as a representative of Energy Right. She reported Energy Right was a non-profit focused on helping localities and their citizens navigate the clean energy landscape in Virginia. They provided education on clean energy so she was not here to tell the Board how to vote. They believed in an "all of the above" energy strategy approach and focused on property rights and conservative ideals. Focusing on small scale solar projects such as this one, she noted the importance of recognizing that projects like this helped to preserve the land. Because they would be decommissioned after 20 to 40 years, the land would be preserved during that time and then available for another use after decommissioning. She said projects such as these had minimal impact to neighbors, not much traffic, not much noise and were buffered by trees and other vegetation. She noted other by-right uses that would not be considered as friendly neighbors could be on the property. She emphasized the importance of property rights which she noted were a keystone to a capitalistic society. It was important to recognize that people had the right to do what they wished with their property so long as it did not negatively impact neighbors. She also thought it was important to consider the fact that projects such as these did add value to the community while providing renewable energy. This project would generate six times more tax revenue for the County and she felt this was important to recognize. She also said projects such as these were making a good-faith effort to add value to the community by working with the locality to make sure good practices were in place. She also reported Energy Right could be a resource to the Board and urged them to reach out to her if they had any questions regarding renewable energy. She thanked the Board for the opportunity to speak.

Samuel Hyde of 5550 Laurel Acres Lane, Barhamsville reported he lived next to the Correctional Solar facility off of Mt. Nebo Road. He further reported they had received massive damage to their property from the time construction had started and had not received much help to remedy the damage. He would give credit where credit was due and said New Leaf's personnel had come to look at the damage and try not to make the same mistakes. He also reported their new Supervisor, Ms. Stewart, had also shown a great interest in trying to look back at this and see what had gone wrong and they appreciated her interest. He was not a big fan of solar and thought it was a very expensive and did not feel citizens/residents were getting anything in return. He didn't think bills would ever go down because of solar energy and he felt it was very unreliable. He noted there had been nothing but rain and clouds for the last few days and he didn't believe much energy had been generated by solar during that time. He stated, "I think that the day that we become as dependent as they are trying to make us on solar energy in this county ..., we'll be sitting around burning a lot of candles and firewood again and sitting around wondering why we don't have electricity." He again stated he thought it was very unreliable. He urged the Board to choose wisely and thanked them for their time.

Natalie Hyde of 5550 Laurel Acres Lane, Barhamsville stated she agreed with everything her husband had said. She noted some Board members knew about the damage at their property and some did not but they would be happy to answer any questions. She thanked New Leaf for their interest and the effort they had put forth but she wanted to make it known that she did not feel that it was their responsibility to cleanup someone else's mess. She thanked Ms. Stewart for taking action, for coming to see and for looking into what she could do to help them navigate the path before them to fix the damage done. She urged other Board members who may be interested in seeing the damage to come and do so. She

suggested companies wanted to come to places where the land owner did not live. The owners were not vested in the County, did not live here and did not experience the County day to day. She also urged the Board to follow the money and said the money was always on the front end and the funding would ultimately come from the people. She asked where we had benefitted from solar and had our power bills come down? She said the answer was "no" and added that by the time the project was paid for, it would be time to decommission. She noted agreement with Mr. Peterson regarding the fire danger. She said there had been a fire in the solar field on Route 30 and if the wind had been blowing in the right direction, it would have caught the woods on fire and their property would have been in jeopardy. She urged the Board to think hard and vote wisely. She thanked them for their time.

Mr. Evelyn thanked all who had spoken for their comments. There being no other individuals wishing to speak, the public hearing was closed. He opened the floor to questions and comments from Board members.

Ms. Stewart expressed appreciation to Ms. Robinson and Mr. Wood with New Leaf Energy and Ms. Hodges with Energy Right. She reported they had reached out to her to discuss solar projects very soon after she had decided to run for the District Five seat. They had helped educate her on their organizations and what they wanted to do with this project. She appreciated the transparent open conversations and thought it had been good for her, good for them and good for the citizens of District Five. She would not address whether or not she believed solar was a good source of energy generation because she believed residents cared more about whether or not there should be solar in District Five and in New Kent County. She had vowed to Ms. Robinson, Mr. Wood and Ms. Hodges that she would be transparent and she had also vowed to represent the voices of the citizens in her district and they had made it very clear that they did not want solar in District Five. She wished New Leaf had been the developer of the original solar farm because she felt they were very intentional and deliberate with their approach and New Kent would have been better served by them. She said there was a wound in their district with the Hyde property which had not been fully healed and she did not think this was prime time for another solar project. She again expressed appreciation to the three previously mentioned as well as Mr. and Mrs. Hyde for sharing their time with her and showing her what was important to Barhamsville. She stated that she would continue to be their voice.

Addressing Ms. Robinson, Mr. Stiers stated she had said Borrego had been the original group who had started New Leaf Energy. He asked if this was correct and noted they were located in California. Ms. Robinson confirmed Borrego's headquarters were located in California. Mr. Stiers questioned what they were doing in New Kent County? Ms. Robinson stated the company had developed projects across the United States and reported she lived in North Carolina and Mr. Wood was a Virginia Beach resident. Mr. Stiers stated he thought Mr. Evelyn and he had been through four or five solar companies wanting to building in New Kent. He asked why New Kent was the place to come to try to take farm land? Ms. Robinson stated the whole State of Virginia had probably been asking this question and the answer was that solar projects were located where there was policy in place. She said the Virginia Clean Economy Act had brought smaller projects to Virginia and it wasn't just New Kent seeing projects. Mr. Stiers asked Ms. Robinson if she had worked for another solar company? Ms. Robinson reported she had worked with Borrego and the company's name had changed to New Leaf Energy the previous year. Mr. Stiers asked if Borrego was no longer in business? Ms. Robinson indicated Borrego was still in business. Mr. Stiers questioned who would post the bond in forty years? Ms. Robinson stated this project would participate in a Dominion Energy RFP and with Dominion ultimately owning the project, they would be responsible for posting the bond.

Mr. Stiers asked Ms. Robinson if she had presented to the Board the previous year? Ms. Robinson confirmed she had. Mr. Stiers stated he remembered her and the Board had voted her down then. Ms. Robinson stated they had adapted their layout to address the Board's concerns. Mr. Stiers read the following statement from the presentation: "Staff report stated that the solar project protects the county's existence of rural character and protects the natural environment." He stated that he did not know what the rural characteristic would be of a large number of solar panels.

Mr. Wood stated that about a year ago they had heard concerns from the Board about visibility from the Wahrani Trail and Polish Town Road. They had taken this information back and downsized the system from a 3 MW to 2 MW. This had allowed the fence line to be moved back in and the landscaping had been bolstered by preserving additional trees. This was what they were meaning by trying to keep the existing aesthetics and rural character. Someone driving by would not be able to see the facility because they would be keeping the scrub of pines and saplings that were currently present. He noted the property was slated for industrial use and was not agricultural. He further noted by-right uses for an industrial zone did not include anything agricultural. Mr. Stiers indicated he had seen this.

Mr. Stiers asked Kenneth Vaughan in the control booth to share a slide containing an email dated November 1, 2022 from Dominion Energy's External Affairs Manager Crystal Bright. He noted it was difficult to read so he would read it. He had noted solar farms were being built and Dominion Energy was buying the power. He had asked her if the power bills would come down. Ms. Bright's reply had stated:

"I have an answer for you, faster than I thought, and in line with what I was going to tell you as far as utility-scale solar impacting customers' bills. We are still in the construction phase of solar. We do not have all the solar facilities we are estimating we will need to power our customers. As such, customers' rates will not decrease yet. While we work to install new solar facilities and even our offshore wind project, over the next 10 years, we expect customers' bills to be impacted to about a 3 percent increase each year."

Mr. Stiers questioned why were we going solar? Mr. Wood reported it was because Dominion Energy was decommissioning their coal operated facilities because they could not comply with air permitting requirements passed down from the federal government. In order to supplement this, Dominion needed to come up with alternative energy in order to meet peak flow demands. This was why they were turning to solar and battery storage along with wind and natural gas plants. He said this was a top down initiative.

Mr. Stiers drew attention to a slide depicting power lines and noted the solar energy would be sold to Dominion Power. He noted this picture depicted a field under the power lines where thousands of solar panels could be planted. Mr. Wood asked if this powerline was oriented to the North/South or East/West? Mr. Stiers stated he believed this section was East/West but noted this power line went through the County. Mr. Wood stated it would be necessary to account for shading and noted the trees in the picture were 60 to 80 feet in height and it would be necessary to evaluate the number of hours of sun the panels would be able to capture. Even though the area may be 200 feet wide, when considering the orientation, the angle of the solar panels, the tilt of the Earth and how the sun was hitting the panels, shade would be casting out 80 to 90 feet from the trees blocking the panels and preventing the generation of electricity. He said this was why they tried to find larger areas rather than trying to corral panels in and under power lines where it was very narrow.

Mr. Stiers drew attention to a slide which he described as what was being done in South Korea. The picture displayed solar panels down the median of a highway with a bicycle path underneath. He said this was allowing people to get good exercise, a great source of energy and go 90 miles an hour. Mr. Wood said he understood there were some in New Kent who would like to plant trees in the median to decorate with Christmas lights. Mr. Stiers questioned the comment and asked what it had to do with solar? Mr. Wood stated there were other uses within the median such as vegetation and landscaping. He noted solar panels with a bike path may be what could be done in South Korea but from an owner aspect, this would be an additional liability. Mr. Stiers thanked Mr. Wood for his comments.

Mr. Evelyn asked if there were any additional comments. There being none, he entertained a motion.

Ms. Stewart moved to deny Resolution R-02-24 to approve Conditional Use Permit Application CUP-02-23, Polish Town Solar 1/New Leaf Energy, Inc. and Jonathan Kinney (property owner). The members were polled:

Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
John P. Moyer	Aye
Thomas W. Evelyn	Aye

The motion carried.

IN RE: PUBLIC HEARING – ORDINANCE O-03-24 – PROPOSED AMENDMENTS TO THE
NEW KENT COUNTY CODE, CHAPTER 82, ARTICLES V AND VI

Before the Board for consideration was Ordinance O-03-24 to amend Chapter 82, Articles V and VI of the New Kent County Code to comply with the Code of Virginia, relating to the Marine Resources Commission and local wetlands boards, permit applications and public notice. Environmental Director Josh Airaghi reported changes had been made to laws governing both the Wetlands Zoning Ordinance and the Coastal Primary Sand Dune Zoning Ordinance relating to notification requirements and public hearings during the 2023 Legislative Session of the General Assembly. New Kent County had previously adopted both of these ordinances and the County Code needed to be amended to comply with changes made at the state level. Although the amendments to the Code of Virginia had not altered the substance of the ordinances, they had changed procedural aspects for how applications requiring public hearings were advertised. Staff has also taken this opportunity to correct grammatical errors, capitalizations and missing verbiage from prior amendments. He entertained questions.

Mr. Evelyn opened the public hearing. There being no individuals wishing to speak, the public hearing was closed.

Ms. Pearson moved to adopt Ordinance O-03-24 to amend New Kent County Code Chapter 82, Article V and Article VI to comply with the Code of Virginia, relating to the Marine Resources Commission and local wetlands boards, permit applications and public notice. The members were polled:

Ron Stiers	Aye
Jordan T. Stewart	Aye
John P. Moyer	Aye

Amy M. Pearson	Aye
Thomas W. Evelyn	Aye

The motion carried.

IN RE: APPOINTMENTS – NOT DELEGATED BY DISTRICT

Ms. Pearson moved to appoint John Lockwood as an at large representative to the Clean County Committee to serve a four-year term beginning January 1, 2023 and ending December 31, 2026. The members were polled:

Jordan T. Stewart	Aye
John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye
Thomas W. Evelyn	Aye

The motion carried.

IN RE: APPOINTMENTS – NOT DELEGATED BY DISTRICT

Mr. Evelyn moved to nominate C. Linwood Gregory for Circuit Court appointment as a member of the Board of Equalization to serve a term ending December 31, 2024. The members were polled:

John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye

The motion carried.

IN RE: ANNOUNCEMENT OF UPCOMING MEETINGS/ADJOURNMENT

Mr. Evelyn announced the next regularly scheduled meeting of the Board of Supervisors would be held at 6:00 p.m. on Monday, March 11, 2024 and the next work session on Tuesday, February 27, 2024, both in the Boardroom of the County Administration Building.

Mr. Moyer moved to adjourn. The members were polled:

Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
John P. Moyer	Aye
Thomas W. Evelyn	Aye

The motion carried.

The meeting adjourned at 8:18 p.m.

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

Approval of Minutes

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
Subject	February 27, 2024 Work Session Minutes
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
February 27, 2024 Meeting Minutes (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/29/2024 - 3:01 PM

A REGULAR WORK SESSION WAS HELD BY THE NEW KENT COUNTY BOARD OF SUPERVISORS ON THE 27TH DAY OF FEBRUARY IN THE YEAR TWO THOUSAND TWENTY-FOUR IN THE BOARDROOM OF THE COUNTY ADMINISTRATION BUILDING IN NEW KENT, VIRGINIA, AT 9:00 A.M.

IN RE: CALL TO ORDER

Chairman Thomas W. Evelyn called the meeting to order.

IN RE: ROLL CALL

Thomas W. Evelyn	Present
John P. Moyer	Present
Amy M. Pearson	Present
Ron Stiers	Present
Jordan T. Stewart	Present

All members were present. Mr. Evelyn welcomed everyone to the meeting.

IN RE: RAPPAHANNOCK COMMUNITY COLLEGE (RCC) PRESENTATION

Rappahannock Community College (RCC) President Dr. Shannon Kennedy said it was good to be with the New Kent Board and she was glad to meet the new Supervisors. She said some of her presentation would be a repeat for Mr. Evelyn and Mr. Stiers but she wanted to be sure everyone had the information. RCC served a twelve county region spanning about 3,000 square miles extending from King George to Gloucester and west to New Kent and encompassing all of the Middle Peninsula and Northern Neck. Main campuses were located in Warsaw (Richmond County) and in Glenss (Gloucester County). They also had sites in Kilmarnock, New Kent, King George and Montross and were working with every high school within their service area to offer dual enrollment courses. She provided a brief review of Fall 2023 headcounts by county. She reported that when she had become RCC's President (July 2019), New Kent had been closer to the bottom of the headcount list but RCC had done a very targeted marketing campaign in New Kent. Since then, New Kent had moved up from third in 2022 to second with 286 students in 2023. Other figures noted included Gloucester with 476, King William with 273, Richmond with 243 and King George with 242. A large part of the increase was dual enrollment and they had worked very closely with New Kent High School to increase offerings. She noted these figures were for credit curriculum students only and did not include students in noncredit credentialed programs. The Virginia Community College System, comprised of 23 community colleges, was still working to determine the best way to calculate noncredit student participation. She reported that while COVID had prevented them from doing some things they had hoped, it had also given them opportunities that would not have been available under different circumstances.

RCC was excited to be able to start a diagnostic medical sonography program with an echocardiography certification. Cardiologist Dr. Greg Hundley with VCU Health had wanted to increase the availability of cardiac care at VCU Tappahannock. In collaboration with VCU Health, RCC had received \$950,000 over two years from the General Assembly to start this program. They had strategically placed the first lab at the New Kent site in an existing classroom transformed for this purpose. Students completing the two-year program would be certified to perform echocardiograms and could expect annual starting salaries of approximately \$70,000. This was an incredible program but would be expensive to operate. The first class had started in the fall with eight students and they could have up to 20 at full capacity. Only four Virginia Community Colleges were offering sonography (Bright Point,

Reynolds, NOVA & RCC) only two of which had echocardiography (NOVA & RCC). Plans were to include a second lab in Warsaw. She shared a "12 On Your Side" news story regarding VCU and the RCC sonography program. They had received great publicity and she encouraged anyone interested in enrolling to do so before it became a high demand program like nursing where they were not able to accept all applicants.

Work on the welding lab in the former cafeteria space at New Kent's Historic High School continued. All equipment was in but change orders and final billing were not complete. She thanked New Kent for applying for the GO Virginia Grant and specifically thanked Finance Director Becca Guthrie for her assistance. She provided a brief funding overview including:

- \$300,000 in GO Virginia Grant funding – This funded some equipment, rent (\$42,000 per year), utilities and design services.
- Design services had been budgeted at \$75,000 and the actual cost had come in at \$81,169.
- The original construction contract had been over \$739,000. Original bids to finish out the entire 4,000 square feet had come in at \$1.5 million making it necessary to scale back the project. Although the project would not include the entire 4,000 square feet, RCC would be renting all of this space.
- Equipment had come in at over \$200,000.
- RCC had matched some of the GO Virginia Grant funding with Higher Education Economic Relief Fund (HEERF) money. This was COVID funding and had been a once in a lifetime opportunity. She noted they did not get funding for program start up or rental and this funding had helped in those areas.
- State budget funding for this project had been over \$750,000.

She shared pictures of the facility and reported they were waiting on electrical work to be completed and hoped to have the final inspection completed this week. The former kitchen area would be used for materials, fabrication and metal cutting and the former dining area would be a ten booth lab including one ADA (Americans with Disabilities Act) accessible. Classes had not been scheduled yet but an instructor had been hired, the program had been advertised and there was a waiting list of students. One of the reasons they had pursued this project was that they had been included in discussions with Newport News Shipbuilding who was looking beyond Hampton Roads to meet their needs. Many RCC welding instructors were retired Shipyard workers and New Kent was a great location for this due to its proximity to I-64. Their priority was always to keep people in the service region and she reported 70% of working service region residents were commuting to other areas.

Mr. Evelyn asked if the welding lab would include instruction in stick, MIG and TIG welding? Dr. Kennedy reported courses supporting five different welding certifications through the American Welding Society (AWS) would be offered. She also reported they would be seeking certification as a Gold Standard AWS Shop.

Dr. Kennedy shared information on RCC's partnership with the Bridging Communities Regional Career and Technical Center (BCRCTC). She provided an overview of the space RCC had occupied in the Historic School since 2015 and thanked the Board for graciously waiving the rent through July 31, 2025. She reported the pandemic had changed their demographics with a significant portion of students now receiving instruction entirely online. Most on-campus students were enrolled in career and technical programs. Due to the shift in enrollment from classroom to online, the science classroom at the New Kent site was now used by the BCRCTC pharmacy technician program. RCC had received a grant they had used to help BCRCTC start this program. The program had originally been dual enrollment but was now only BCRCTC. One of the rooms was a nursing lab and she reported they also had nursing labs at Warsaw and Glenss and students were at all sites. Clinical rotations

were held at a variety of facilities including locations in Richmond and Newport News. She noted another of their classrooms was used by the BCRCTC culinary program twice a week. A classroom dedicated to HVAC instruction was used by RCC in the evening and BCRCTC during the day. RCC was not charging BCRCTC for the use of their space.

Dr. Kennedy reported they had been asked to not offer their diesel program in the BCRCTC's space. A 4,000 square foot brick warehouse with two overhead doors and restroom facilities at the Glens Campus was being renovated for use by the diesel and welding programs. Dual enrollment welding was currently offered at the Glens Campus and plans were to also make it available at New Kent. This renovated facility would allow them to offer diesel as a full time program and they had commitments from Essex and Lancaster to send high school students for diesel, welding and HVAC. They would also be expanding offerings to include maritime electrical and engineering and had recently learned they would be receiving a \$2.5 million grant through the Navy. This would help supply the much needed workforce for Newport News Shipbuilding. They were also working to raise funds for a new health sciences building at the Warsaw Campus. This facility would also house the second sonography lab and some of the funding for this had been received with the assistance of VCU. This facility would include nursing simulation rooms and an EMS simulation area where students would practice going into a home, taking care of a patient and loading them into an ambulance. This facility would be located near the historic 1908 Chinn House on property owned by the Rappahannock Community College Educational Foundation. They were applying for an economic development administration grant which could fund up to 80% of the \$6.2 million project and were very excited about the potential.

In closing she reviewed RCC's budget request. She understood why New Kent had not funded them for the past few years but noted she did have to ask because all twelve counties in the service region were asked to provide financial support. She thanked the Board for waiving the \$67,000 annual rental cost through July 31, 2025. She reported they would be paying \$42,000 in annual rent for the welding space. RCC was also paying a share of the utilities as well as paying for the cleaning and bathroom supplies which were also used by BCRCTC and County staff. RCC's request of New Kent was \$5,356 which Dr. Kennedy reported was the lowest request among the twelve counties. Gloucester was the highest at \$15,303. Historically the ask had been based on the number of students served and she again noted New Kent now ranked second in the number of students being served. She said she appreciated any consideration but did understand their position.

Mr. Evelyn thanked Dr. Kennedy for the very informative presentation and opened the floor to comments or questions from the Board. There were none. Dr. Kennedy thanked the Board for their time and also thanked them for appointing Debbie Richards as New Kent's representative to the RCC Board. She said Ms. Richards was a great Board member and sent her regards as she had unfortunately not been able to attend due to her work schedule. Mr. Evelyn asked when the welding school would be complete. Dr. Kennedy said she was hopeful to have the facility up and running by the end of March. They would then plan a ribbon cutting ceremony as well as provide tours of the sonography lab. She would coordinate with County Administrator Rodney Hathaway and Board members would be invited to attend. Mr. Evelyn thanked Dr. Kennedy for the update.

IN RE: COURT SALARY DISCUSSION

Juvenile and Domestic Relations (JDR) Court Clerk Kelly Wiggins and General District (GD) Court Clerk Rachel Mills shared their concerns regarding salaries. Ms. Wiggins indicated they were here to ask the Board of Supervisors for salary supplements because state salaries were very low. Employees in these two courts received raises whenever the state

gave raises but they did not receive merit raises or raises for years of service. Information on salary classification had been included in the meeting package and she noted that whenever the state gave a raise, it was applied to every salary band. She also provided case statistics for 2023 and for January 2024 which showed how quickly case counts were increasing. JDR cases were up 13% for January 2024 alone. Ms. Mills reported approximately 12,000 GD cases in 2023 and there had been 917 cases in January 2024.

Mr. Moyer asked the Clerks if they would explain for the benefit of new Board members the responsibilities of their courts. Ms. Wiggins reported JDR handled all matters involving juveniles such as cases involving delinquency, traffic tickets, petit larceny, felonies, misdemeanors, abuse/neglect cases and custody/visitation cases. They also handled anything domestic related involving adults such as fights between married adults, protective orders and child support matters. They also partnered with Cumberland Hospital for Children and Adolescents to handle certain medical treatments involving minors. Ms. Mills reported GD handled traffic tickets, criminals, misdemeanors, felonies, civil cases, unlawful detainers, evictions, warrants in debt and protective orders. They also partnered with the Virginia Department of Taxation to collect tax refunds to pay outstanding fines and costs. They currently could only use garnishment as a collection tool for Virginia residents and were considering working with a law firm on a way to garnish non-Virginia residents. She reported the camera enforced school zone tickets were the newest type of cases they were handling. She reported call volumes had gone up drastically since the issuance of these tickets and they had received a call earlier that morning from the first individual wishing to contest such a ticket. Ms. Wiggins reported there was a lot of paper work and time involved, court days were often long and they did not have enough judge time to handle court days. Both courts needed more days but they were sharing their judges with other jurisdictions. The JDR judge was shared with three other jurisdictions. Ms. Mills reported that in addition to New Kent, the GD judge also sat in Middlesex, Mathews and Gloucester and two other judges were also sitting in New Kent several days a month. The number of court days had gone up significantly since 2010 when court was in session four days a month compared to the current 10 days a month.

Ms. Mills referenced Virginia Code Section 16.1-69.45 and noted this code said localities could supplement the salaries of the clerks and other personnel of the district court wholly out of local funds. JDR had requested this supplement every year since 2012 and Ms. Mills reported over twenty localities were currently providing supplements with approximately ten of those having populations similar to New Kent. She specifically referenced the City of Hopewell with 23,000 residents who was supplementing their clerks with \$3,700 each year. Some localities were paying the supplements yearly and some were paid quarterly. She noted they were state employees but they did do a lot for the County. Ms. Wiggins stated they were hired solely to represent the citizens of New Kent and when they were appointed, they were appointed for the citizens of New Kent. She also reported it was very hard to retain staff due to low pay. Her office had been authorized a new position in December 2022 and the second individual was now filling this position due to low pay. The first employee had left to go to Circuit Court for a substantially higher paying position.

Mr. Evelyn noted she was saying salary was the issue and asked if the state was not considering some type of adjustment? Ms. Mills reported they were asked every year but nothing had come of those requests. Ms. Pearson asked if population had anything to do with the salary levels and did the clerk in a higher populated locality receive more? Ms. Mills reported the head clerk received a higher salary. Ms. Pearson asked if the salaries were increasing as the population in New Kent increased. Ms. Wiggins described it as being similar to a fight and specifically noted she had not been granted a full time position until arguing the need for this position for several years. They had continually offered a

permanent part time position and she had continually argued the need for a permanent full time position. She stated a part time position would have done her no good and it had been a back and forth for some time to get the full time position approved. She stated they knew New Kent was the fastest growing county and reported one of the "higher ups" in the Executive Secretary's Office lived in New Kent County and was fully aware of what was happening here. She said studies were very expensive and were often done only for the purpose of assigning judgeships. She believed they were doing a study now due to the need for additional judges in certain localities but noted the legislators were the ones driving the studies. Ms. Pearson asked if the population increase would give more positions but not increase pay? Ms. Wiggins agreed and said their branch was one of the lowest paid branches in the court system and Ms. Mills stated entry level salaries were the same across the state except for Northern Virginia. Ms. Pearson asked if there was anyone the Board of Supervisors could reach out to at the state level? Ms. Mills indicated they could provide that information. Ms. Stewart asked when had this need last been pitched to the state delegation who could actually affect the annual pay? Ms. Wiggins reported they did not have a lobbyist and felt they were in the dark as to what the Office of the Executive Secretary was requesting for them. Ms. Stewart asked if it would be unusual for staff from a locality to go to their legislators regarding an increase? Ms. Wiggins said she did not think this was encouraged and noted they had a code of ethics which would not allow them to present this to the House of Delegates without Office of the Executive Secretary approval.

County Administrator Rodney Hathaway reported that for several years this issue had been included as an item in New Kent's legislative agenda which had been adopted by the Board and then shared with our state representatives. Ms. Stewart reported she believed New Kent's current Senator (Ryan T. McDougle) had put in a budget amendment which had been killed in 2021 because it would have a \$9 million fiscal impact. She stated she would be happy to talk with New Kent's state delegation and believed everyone saw this as a problem. She asked Mr. Hathaway if there were any state-funded positions in New Kent that were being subsidized as suggested in this proposal? Mr. Hathaway indicated there were none and noted there were some Constitutional Officer positions which had taken on additional responsibilities above what they were Constitutionally mandated to perform who were receiving additional pay from the County. He noted he did not consider this additional pay to be a subsidy as it was payment for additional responsibilities. He noted Health Department, VDOT and other state positions were not supplemented.

Mr. Evelyn asked if there were any additional questions. Ms. Stewart stated she did not have any further questions but would like to comment. She thanked Ms. Wiggins and Ms. Mills for what they were doing and noted the importance of their roles. She also noted New Kent courts were not only serving New Kent citizens but were responsible for handling any instances occurring in the County. She suggested this may be something for which more detail was needed and noted that as she had read the meeting materials, she had thought courts in localities bordering New Kent were receiving supplements. She noted only Henrico was receiving the extra funding and their population was dramatically different than New Kent's. She suggested additional work with the Office of the Executive Secretary and New Kent's state delegation was in order. Ms. Mills noted the number of localities providing supplements had gone up since they had first begun asking for this and they would appreciate any help they could get. Ms. Wiggins agreed and noted clerks in other courts within their district including Williamsburg, King William and King and Queen were also requesting supplements. Mr. Evelyn indicated they would talk this out through the budget process and as Ms. Stewart had stated, they would also look into some other ways to help. He reported he believed when the General Assembly session had started, there had been plans to add another judge. He asked if this had been approved? Ms. Mills noted that additional judge had been for Circuit Court and she was hopeful they would be looking at

GD soon. Mr. Evelyn thanked Ms. Wiggins and Ms. Mills for their presentation. They thanked the Board for the opportunity to speak.

IN RE: OTHER BUSINESS – ANNOUNCEMENTS

Mr. Moyer reported it had been his honor to serve as one of twelve judges at the NASA HUNCH (High Schools United with NASA to Create Hardware) Preliminary Culinary Challenge the previous day. Culinary students from the Bridging Communities Regional Career and Technical Center (BCRCTC) as well as students from five other schools had participated in the challenge. Students had been challenged to make a breakfast dish within guidelines provided by NASA. He described some of the dishes as “interesting concoctions” and noted they had been very tasty. He suggested the dishes could have use a little more salt but noted curbing astronaut salt consumption was a part of the challenge. He also reported he had learned astronauts preferred spicier foods. The reason for this was that most of our taste was from smell and the dissipation of particles in space reduced the level of smell and spice. The NASA event was one of several such events involving 45 total schools and the 10 highest ranking schools would advance to compete in Houston, Texas. The breakfast item prepared by the winner would go on to be freeze dried and served on the International Space Station. He said New Kent could be very proud of BCRCTC and noted the instructor/mentor and students had done a really good job with their presentation. He appreciated the opportunity to be a part of this.

Ms. Stewart reported the next District Five Office Hours would be held from 5:30 p.m. to 7:30 p.m. on March 5th at Fire Station #3 in Eltham. District Five School Board Representative and Chairman Greg Reimer would also be available during these hours.

IN RE: OTHER BUSINESS – MEETING SCHEDULE CHANGE – APRIL REGULAR MEETING

Mr. Evelyn reported a young man who was like a son to him would be graduating from Airforce Boot Camp in April and he would like to attend. Doing so would mean the April 8th meeting would need to be rescheduled. He apologized for the inconvenience and stated if the Board did not want to reschedule, Mr. Stiers could chair the meeting in his absence. Mr. Stiers suggested they couldn’t do the meeting without him. Mr. Evelyn suggested Thursday, April 4th as an alternate date. County Attorney Joshua S. Everard stated April 4th may coincide with a standing Chesapeake Bay Board meeting scheduled for that date. These meetings were scheduled every month but were not held if there was no case to be heard. Mr. Evelyn asked if the Chesapeake Bay Board meeting could be moved. Mr. Everard indicated it could be moved. Board members concurred with the suggested April 4th date.

Ms. Pearson motioned to move the April 8th Board of Supervisors regular scheduled meeting to April 4th. The members were polled:

John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye

The motion carried.

IN RE: CLOSED SESSION

Mr. Moyer moved to go into closed session pursuant to Virginia Code Section 2.2-3711(A)(1) for discussion and consideration of prospective candidates for employment, specifically for the General Services Director position. The members were polled:

Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
John P. Moyer	Aye
Thomas W. Evelyn	Aye

The motion carried. Mr. Evelyn stated there would be no business other than adjournment after the closed session. Members left the dais at 9:44 a.m. and returned at 9:55 a.m.

Mr. Moyer moved to return to open session. The members were polled:

Ron Stiers	Aye
Jordan T. Stewart	Aye
John P. Moyer	Aye
Amy M. Pearson	Aye
Thomas W. Evelyn	Aye

The motion carried.

Mr. Moyer moved to certify by roll call vote that to the best of each member's knowledge only public business matters lawfully exempted from open session requirements of the Freedom of Information Act and identified in the motion to go into closed session were heard, discussed or considered in the closed session. The members were polled:

Jordan T. Stewart	Aye
John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye
Thomas W. Evelyn	Aye

The motion carried.

IN RE: ANNOUNCEMENT OF UPCOMING MEETINGS/ADJOURNMENT

The next regularly scheduled meeting of the Board of Supervisors would be held at 6:00 p.m. on Monday, March 11, 2024 and the next work session at 9:00 a.m. on Tuesday, March 19, 2024, both in the Boardroom of the County Administration Building. The Board would also meet for a Budget Retreat at 9:00 a.m. on Friday, March 15, 2024. Location to be determined.

Mr. Stiers moved to adjourn. The members were polled:

John P. Moyer	Aye
Amy M. Pearson	Aye
Ron Stiers	Aye
Jordan T. Stewart	Aye
Thomas W. Evelyn	Aye

The motion carried and the meeting was adjourned at 9:57 a.m.

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

Miscellaneous

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	N/A
Subject	Approval of Easements & Compensation for the Rt. 249 Waterline Project
Issue	Easements are necessary to complete the waterline project
Recommendation	Authorize the County Administrator to sign the easements
Fiscal Implications	Easements are included in the approved FY24 CIP request for the project
Policy Implications	Easements that cannot be obtained through negotiation may need to be acquired through condemnation/eminent domain
Legislative History	In January 2024, the BOS approved a compensation agreement to reimburse Rogers & Chenault for oversizing a portion of the waterline for the County's future needs. In February, March & April 2024, the BOS approved 26 of the easements necessary for the project.
Discussion	The waterline alignment is within the VDOT right-of-way to the greatest degree possible, however topography, power poles and other obstructions require that the line deviate onto or close to the property lines. Temporary easements are needed for construction, and permanent easements for the life of the water line.

Time Needed:	none	Person Appearing:	N/A
Request prepared by:	Mike Lang	Telephone:	804 966 9625
Copy provided to:	County Attorney		

ATTACHMENTS:

Description	Type
20-9-1-M Reese	Cover Memo
20-9-1-O Marcinkevich	Cover Memo
20-C-1-13 Reese	Cover Memo
20-C-1-14 Reese	Cover Memo
20C-1-21 Testerman	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Public Utilities	Lang, Mike	Approved	4/19/2024 - 11:00 AM
Administration	Hathaway, Rodney	Approved	4/22/2024 - 8:13 AM
Attorney	Everard, Joshua	Approved	4/22/2024 - 8:36 AM

EASEMENT COMPENSATION AGREEMENT

Property Owner(s): Michelle R. Kim, Successor Trustee of The Paul William Reese Trust, U/A dated 12/5, 2022

Mailing Address: 22258 Cornerstone Crossing Terrace, Ashburn, VA 20148

Tax Map Parcel(s): 20-9-1-M

This document refers to the Permanent Easement and Temporary Construction Easement for Tax Map No. 20-9-1-M (the "Easement") dated MARCH 29, 2024 between all persons or entities that have an interest in the listed Tax Parcel, Michelle R. Kim, Successor Trustee of The Paul William Reese Trust, U/A dated 12/5, 2022 ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is \$300.00.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

For the Owner:

Date: 3/29/24

Signature: [Handwritten Signature]

Name: Michelle R. Kim

Title: successor trustee

For the County:

Date: _____

Signature: _____

Name: Rodney A. Hathaway

Title: County Administrator

Approved as to Form:

Joshua S. Everard
County Attorney

Prepared by Office of the County Attorney, County of New Kent

Return to:
12007 Courthouse Circle
Post Office Box 150
New Kent, Virginia 23124-0150

Tax Map No.: 20-9-1-M
GPIN L08-1744-1443

Exempt From Taxation
Virginia Code § 58.1-811A (3)

COUNTY OF NEW KENT, VIRGINIA

PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT is made and entered into this 19th day of March 2024, by and between **Michelle R. Kim, Successor Trustee of The Paul William Reese Trust, U/A dated 12/5, 2022** (the "Grantor"), and the **COUNTY OF NEW KENT, VIRGINIA** (the "County"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. **20-9-1-M** in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **February 8, 2024**, and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished. The existence of the Permanent Easement will be unaffected by the termination of the Temporary

Easement and will continue in full force and effect.

3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
 - a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
 - b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
 - c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.
 - d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseeded or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth or other facilities located within the Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

Michelle R. Kim, Successor Trustee of

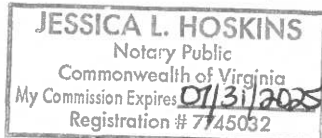
The Paul William Reese Trust, U/A dated 12/5, 2022

Michelle R. Kim successor trustee
CITY/COUNTY OF New Kent,
STATE/ COMMONWEALTH OF Virginia.

The foregoing instrument was acknowledged before me March 29, 2024,
by Michelle R Kim.

My commission expires: 07/31/2025

Notary registration number: 7745032



Jessica L. Hoskins
Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date: _____ (SEAL)

Name: _____

Title: _____

COUNTY OF _____
COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20____, by
_____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires: _____

Notary registration number: _____

Notary Public

Approved as to Form:

Joshua S. Everard
County Attorney

Exhibit A

Plat dated October 6, 2023, revised February 8, 2024, on the following page.

VCS NAD83 SOUTH ZONE

N/F
MICHAEL CORREIA AND
DEBORAH CORREIA
GPIN: L08-2053-1433
TAX PARCEL: 20-9-1-N
D.B. 173, PG. 127

MICHELLE R. KIM, SUCCESSOR TRUSTEE
PAUL WILLIAM REESE TRUST,
U/A DATED 12/05/2022
GPIN# L08-1744-1443
TAX PARCEL: 20-9-1-M
INSTR. #230003208
D.B. 101, PG. 28

N/F
MICHELLE R. KIM,
SUCCESSOR TRUSTEE
PAUL WILLIAM REESE TRUST
U/A DATED 12/05/2022
GPIN: L08-1910-1921
TAX PARCEL: 20C-1-14
INSTR. # 230003207
D.B. 71, PG. 476

10' PERMANENT
UTILITY EASEMENT
410 SQ. FT.

10' TEMPORARY
CONSTRUCTION EASEMENT
323 SQ. FT.

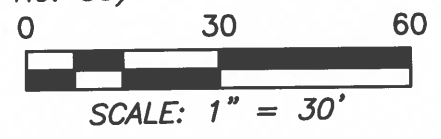
LINE	BEARING	DISTANCE
L1	S02°44'48"E	10.00'
L2	S87°16'29"W	34.97'
L3	N87°16'29"E	54.97'
L4	S02°44'48"E	10.00'
L5	S87°16'29"W	30.48'

N:3720347.34
E:11875424.73

N:3720344.73
E:11875369.83

NEW KENT HIGHWAY
VIRGINIA STATE ROUTE 249
(50' R/W)
(FORMERLY ROUTE No. 33)

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	23.19'	25.00'	53°08'13"	N66°09'50"W	22.36'
C2	11.05'	25.00'	25°19'59"	N26°55'44"W	10.96'




EASEMENT PLAT SHOWING A
10' PERMANENT UTILITY EASEMENT & A
10' TEMPORARY CONSTRUCTION EASEMENT
ACROSS THE PROPERTY OF
**MICHELLE R. KIM,
SUCCESSOR TRUSTEE
PAUL WILLIAM REESE TRUST
U/A DATED 12/05/2022**
GPIN: L08-1744-1443
BLACK CREEK DISTRICT,
NEW KENT COUNTY, VIRGINIA

NOTES:

1. A TITLE REPORT WAS FURNISHED AS PREPARED BY PRIORITY TITLE AND ESCROW, LLC REPORT FILE #062312930-27 DATED 08-01-2023
 2. PROPERTY LINES SHOWN HEREON BASED ON COMPILED DEED DESCRIPTIONS AND PLATS.
- THIS IS NOT A BOUNDARY SURVEY.



SHEET 1 OF 1	
DATE: 10/06/2023 LAST REVISED: 02/08/2024	
	
Dewberry Engineers Inc.	4805 LAKE BROOK DRIVE SUITE 200 GLEN ALLEN, VA 23060 PHONE: 804.290.7957 WWW.DEWBERRY.COM

JOB #50162184

EASEMENT COMPENSATION AGREEMENT

Property Owner(s): Jesse Anthony Marcinkevich A/K/A Jesse Marcinkevich and
Stephanie Van-Johnson A/K/A Stephanie Marcinkevich
Mailing Address: 8500 Sylvan Ln. Quinton, VA 23141
Tax Map Parcel(s): 20-9-1-O

This document refers to the Permanent Easement and Temporary Construction Easement for Tax Map No. 20-9-1-O (the "Easement") dated December 20, 2023 between all persons or entities that have an interest in the listed Tax Parcel, Jesse Anthony Marcinkevich A/K/A Jesse Marcinkevich and Stephanie Van-Johnson A/K/A Stephanie Marcinkevich ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

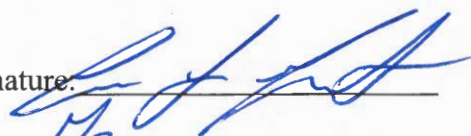
The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is \$300.00.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

For the Owner:

Date: 4/8/2024

Signature: 

Name: JESSE MARCINKEVICH

Title: MR.

For the County:

Date: _____

Signature: _____

Name: Rodney A. Hathaway

Title: County Administrator

Approved as to Form:

Joshua S. Everard
County Attorney

Prepared by Office of the County Attorney, County of New Kent

Return to:
12007 Courthouse Circle
Post Office Box 150
New Kent, Virginia 23124-0150

Tax Map No.: 20-9-1-O
GPIN L08-2568-1629

Exempt From Taxation
Virginia Code § 58.1-811A (3)

COUNTY OF NEW KENT, VIRGINIA

PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT

THIS DEED OF EASEMENT is made and entered into this 20th day of December 2023, by and between **Jesse Anthony Marcinkevich A/K/A Jesse Marcinkevich and Stephanie Van-Johnson Marcinkevich A/K/A Stephanie Marcinkevich Husband and Wife** (the "Grantor"), and the **COUNTY OF NEW KENT, VIRGINIA** (the "County"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. 20-9-1-O in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **October 19, 2023** and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished. The existence of the

Permanent Easement will be unaffected by the termination of the Temporary Easement and will continue in full force and effect.

3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
 - a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
 - b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
 - c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.
 - d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseeded or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth or other facilities located within the

Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

Jesse Anthony Marcinkevich A/K/A

Jesse Marcinkevich

GRANTOR

Stephanie Van-Johnson Marcinkevich A/K/A

Stephanie Marcinkevich

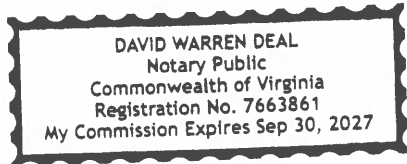
[Signature]
CITY/COUNTY OF New Kent
STATE/ COMMONWEALTH OF Virginia

The foregoing instrument was acknowledged before me December 20, 2023

by David Warren Deal

My commission expires: 9-30-2027

Notary registration number: 7643861



[Signature]
Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date: _____ (SEAL)

Name: _____

Title: _____

COUNTY OF _____
COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20____, by
_____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires: _____

Notary registration number: _____

Notary Public

Approved as to Form:

Joshua S. Everard
County Attorney

Exhibit A

Plat dated October 6, 2023, and revised on October 19, 2023, is on the following page.

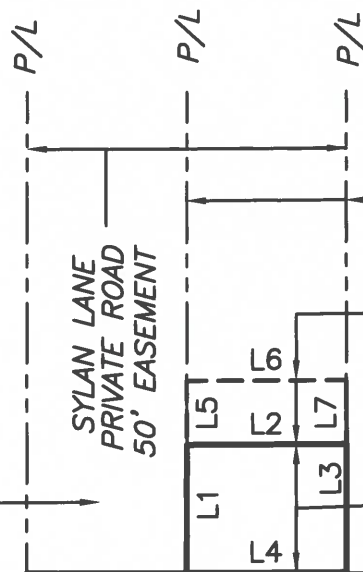
N/F
 KENDALL SCOTT COUNTISS
 & MEGAN E. COUNTISS
 GPIN: L08-3154-1668
 TAX PARCEL: 20-9-1-R
 D.B. 308, PG. 112
 D.B. 129, PG. 444 (PLAT)
 PARCEL R
 8511 SYLVAN LANE

**JESSE MARCINKEVICH &
 STEPHANIE MARCINKEVICH**

GPIN: L08-2568-1629
 TAX PARCEL: 20-9-1-0
 INSTR. #220000758
 D.B. 116, PG 175 (PLAT)
 PARCEL O
 8500 SYLVAN LANE

N/F
 PAUL D. WRIGHT, JR. AND
 ELLEN S. WRIGHT
 GPIN: L08-2821-1996
 TAX PARCEL: 20C-1-19
 D.B. 220, PG. 610
 D.B. 107, PG. 594 (PLAT)
 LOT 19

VCS NAD83 SOUTH ZONE



10' TEMPORARY
 CONSTRUCTION
 EASEMENT
 250 SQ. FT.

 20' PERMANENT
 UTILITY EASEMENT
 500 SQ. FT.

R/W

LINE	BEARING	DISTANCE
L1	S02°43'56"E	20.00'
L2	S87°16'29"W	25.00'
L3	N02°43'56"W	20.00'
L4	N87°16'29"E	25.00'
L5	S02°43'56"E	10.00'
L6	S87°16'29"W	25.00'
L7	N02°43'56"W	10.00'

NEW KENT HIGHWAY

VIRGINIA STATE ROUTE 249
 (50' R/W)
 (FORMERLY ROUTE No. 33)



SCALE: 1" = 30'

N:3720388.48
 E:11876288.79

EASEMENT PLAT SHOWING A
 20' PERMANENT UTILITY EASEMENT & A
 10' TEMPORARY CONSTRUCTION EASEMENT
 ACROSS THE PROPERTY OF
**JESSE MARCINKEVICH &
 STEPHANIE MARCINKEVICH**

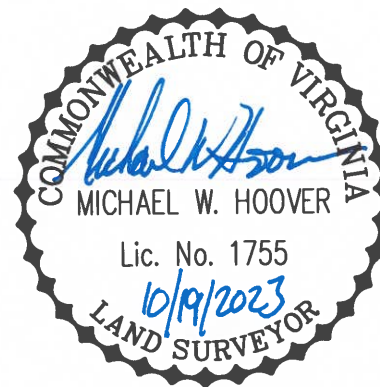
GPIN: L08-2568-1629
 BLACK CREEK DISTRICT,
 NEW KENT COUNTY, VIRGINIA

NOTES:

1. A TITLE REPORT WAS FURNISHED AS
 PREPARED BY PRIORITY TITLE AND ESCROW,
 LLC REPORT FILE #062312930-34 DATED
 08-01-2023.

2. PROPERTY LINES SHOWN HEREON BASED
 ON COMPILED DEED DESCRIPTIONS AND PLATS.

THIS IS NOT A BOUNDARY SURVEY.



SHEET 1 OF 1	
DATE: 10/06/2023 LAST REVISED: 10/19/2023	
Dewberry [®]	
Dewberry Engineers Inc.	4805 LAKE BROOK DRIVE SUITE 200 GLEN ALLEN, VA 23060 PHONE: 804.290.7957 WWW.DEWBERRY.COM

JOB #50162184

EASEMENT COMPENSATION AGREEMENT

Property Owner(s): Michelle R. Kim, Successor Trustee of The Paul William Reese Trust, U/A dated 12/5, 2022
Mailing Address: 22258 Cornerstone Crossing Terrace, Ashburn, VA 20148
Tax Map Parcel(s): 20C-1-13

This document refers to the Permanent Easement and Temporary Construction Easement for Tax Map No. 20C-1-13 (the "Easement") dated March 29, 2024 between all persons or entities that have an interest in the listed Tax Parcel, Michelle R. Kim, Successor Trustee of The Paul William Reese Trust, U/A dated 12/5, 2022 ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is \$1800.00.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

For the Owner:

Date: 3/29/24 Signature: [Handwritten Signature]

Name: Michelle R. Kim Title: Successor trustee

For the County:

Date: _____ Signature: _____

Name: Rodney A. Hathaway Title: County Administrator

Approved as to Form:

Joshua S. Everard
County Attorney

Prepared by Office of the County Attorney, County of New Kent

Return to:
12007 Courthouse Circle
Post Office Box 150
New Kent, Virginia 23124-0150

Tax Map No.: 20C-1-13
GPIN L08-1740-1912

Exempt From Taxation
Virginia Code § 58.1-811A (3)

COUNTY OF NEW KENT, VIRGINIA

**PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION
EASEMENT**

THIS DEED OF EASEMENT is made and entered into this 29th day of March 2024, by and between **Michelle R. Kim, Successor Trustee of The Paul William Reese Trust, U/A dated 12/5, 2022** (the "Grantor"), and the **COUNTY OF NEW KENT, VIRGINIA** (the "County"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. 20C-1-13 in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **February 08, 2024** and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished. The existence of the Permanent Easement will be unaffected by the termination of the Temporary

Easement and will continue in full force and effect.

3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
 - a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
 - b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
 - c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.
 - d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseeding or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth or other facilities located within the Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

Michelle R. Kim, Successor Trustee of

The Paul William Reese Trust, U/A dated 12/5, 2022

Michelle R. Kim successor trustee
CITY/COUNTY OF New Kent
STATE/ COMMONWEALTH OF Virginia,

The foregoing instrument was acknowledged before me March 29, 2024

by Michelle R Kim.

My commission expires: 07/31/2025

Notary registration number: 7745032

JESSICA L. HOSKINS
Notary Public
Commonwealth of Virginia
My Commission Expires 07/31/2025
Registration # 7745032

Jessica L Hoskins
Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date: _____ (SEAL)

Name: _____

Title: _____

COUNTY OF _____
COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20____, by
_____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires: _____

Notary registration number: _____

Notary Public

Approved as to Form:

Joshua S. Everard
County Attorney

Exhibit A

Plat dated October 6, 2023, revised February 8, 2024, on the following page.

VCS NAD83 SOUTH ZONE

N/F
MICHELLE R. KIM,
SUCCESSOR TRUSTEE
PAUL WILLIAM REESE TRUST
U/A DATED 12/05/2022
GPIN: L08-1910-1921
TAX PARCEL: 20C-1-14
INSTR. # 230003207
D.B. 71, P. 476

MICHELLE R. KIM, SUCCESSOR TRUSTEE
PAUL WILLIAM REESE TRUST,
U/A DATED 12/05/2022
GPIN: L08-1740-1912
TAX PARCEL: 20C-1-13
INSTR. # 230002067
LOT 13
4201 NEW KENT HWY.

N/F
JOSEPH C. HENLEY &
BONNIE M. HENLEY
GPIN: L08-1502-1898
TAX PARCEL: 20C-1-12
INSTR. # 140001753
D.B. 68, PG. 384 (PLAT)

N:3720337.60
E:11875220.00

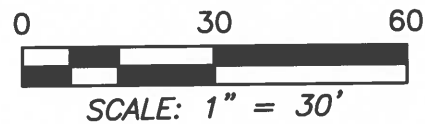
N87°16'29"E 180.00' R/W

N:3720329.04
E:11875040.20

NEW KENT HIGHWAY
VIRGINIA STATE ROUTE 249
(50' R/W)
(FORMERLY ROUTE No. 33)

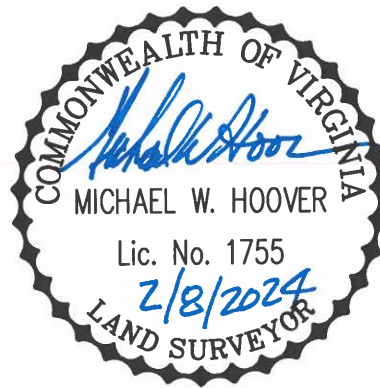
EASEMENT PLAT SHOWING A
10' PERMANENT UTILITY EASEMENT & A
10' TEMPORARY CONSTRUCTION EASEMENT
ACROSS THE PROPERTY OF
MICHELLE R. KIM,
SUCCESSOR TRUSTEE
PAUL WILLIAM REESE TRUST
U/A DATED 12/05/2022
GPIN: L08-1740-1912
BLACK CREEK DISTRICT,
NEW KENT COUNTY, VIRGINIA


LINE	BEARING	DISTANCE
L1	S02°43'56"E	10.00'
L2	N02°43'56"W	10.00'
L3	S02°43'56"E	10.00'
L4	N02°43'56"W	10.00'



NOTES:

1. A TITLE REPORT WAS FURNISHED AS PREPARED BY PRIORITY TITLE AND ESCROW, LLC REPORT FILE #062312930-25 DATED 08-02-2023
 2. PROPERTY LINES SHOWN HEREON BASED ON COMPILED DEED DESCRIPTIONS AND PLATS.
- THIS IS NOT A BOUNDARY SURVEY.



SHEET 1 OF 1	
DATE: 10/06/2023 LAST REVISED: 02/08/2024	
 Dewberry [®]	
Dewberry Engineers Inc.	4805 LAKE BROOK DRIVE SUITE 200 GLEN ALLEN, VA 23060 PHONE: 804.290.7957 WWW.DEWBERRY.COM

JOB #50162184

EASEMENT COMPENSATION AGREEMENT

Property Owner(s): Michelle R. Kim, Successor Trustee of The Paul William Reese Trust, U/A dated 12/5, 2022
Mailing Address: 22258 Cornerstone Crossing Terrace, Ashburn, VA 20148
Tax Map Parcel(s): 20C-1-14

This document refers to the Permanent Easement and Temporary Construction Easement for Tax Map No. 20C-1-14 (the "Easement") dated March 29, 2024 between all persons or entities that have an interest in the listed Tax Parcel, Michelle R. Kim, Successor Trustee of The Paul William Reese Trust, U/A dated 12/5, 2022 ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is \$1700.00.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

For the Owner:

Date: 3/29/24

Signature: [Handwritten Signature]

Name: Michelle R. Kim

Title: Successor Trustee

For the County:

Date: _____

Signature: _____

Name: Rodney A. Hathaway

Title: County Administrator

Approved as to Form:

Joshua S. Everard
County Attorney

Prepared by Office of the County Attorney, County of New Kent

Return to:
12007 Courthouse Circle
Post Office Box 150
New Kent, Virginia 23124-0150

Tax Map No.: 20C-1-14
GPIN L08-1910-1921

Exempt From Taxation
Virginia Code § 58.1-811A (3)

COUNTY OF NEW KENT, VIRGINIA

**PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION
EASEMENT**

THIS DEED OF EASEMENT is made and entered into this 7th day of March 2024, by and between **Michelle R. Kim, Successor Trustee of The Paul William Reese Trust, U/A dated 12/5, 2022** (the "Grantor"), and the **COUNTY OF NEW KENT, VIRGINIA** (the "County"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. **20C-1-14** in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **February 08, 2024** and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution or recordation of any specific release, be extinguished. The existence of the Permanent Easement will be unaffected by the termination of the Temporary

Easement and will continue in full force and effect.

3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
 - a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
 - b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
 - c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.
 - d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseeded or resodding of lawns or pasture areas, but not the replacement of structures, trees, bushes, undergrowth or other facilities located within the Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

Michelle R. Kim, Successor Trustee of

The Paul William Reese Trust, U/A dated 12/5, 2022

Michelle R. Kim successor trustee

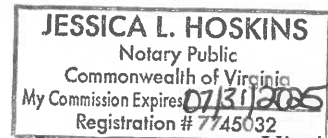
CITY/COUNTY OF New Kent
STATE/ COMMONWEALTH OF Virginia

The foregoing instrument was acknowledged before me March 29, 2024.

by Michelle R. Kim.

My commission expires: 07/31/2025

Notary registration number: 7745032



Jessica L. Hoskins
Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date: _____ (SEAL)

Name: _____

Title: _____

COUNTY OF _____
COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20____, by
_____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires: _____

Notary registration number: _____

Notary Public

Approved as to Form:

Joshua S. Everard
County Attorney

Exhibit A

Plat dated October 6, 2023, revised February 8, 2024, on the following page.



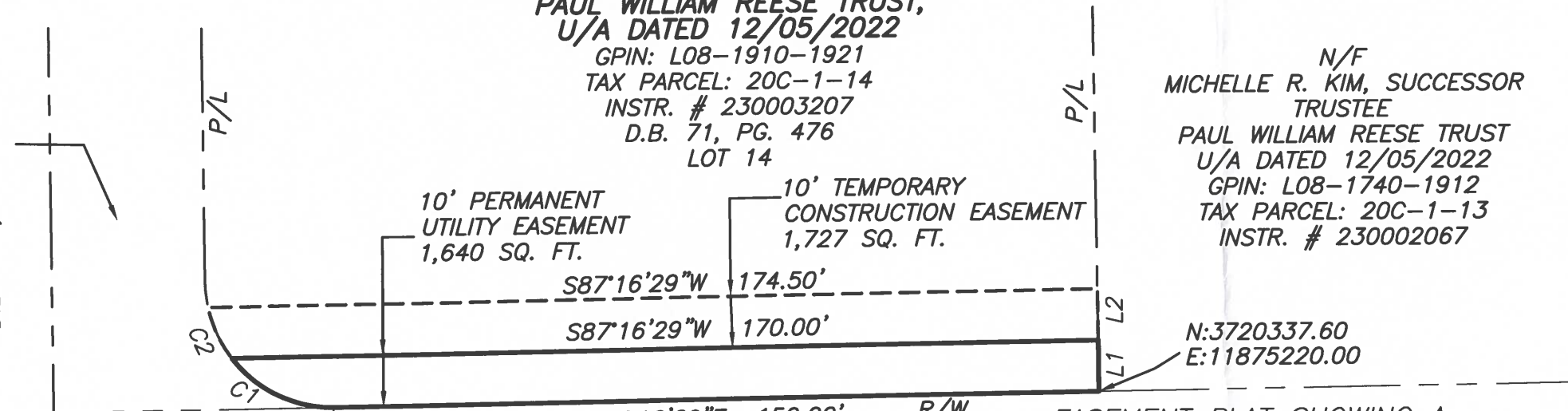
VCS NAD83 SOUTH ZONE

N/F
MICHELLE R. KIM, SUCCESSOR TRUSTEE
PAUL WILLIAM REESE TRUST
U/A DATED 12/05/2022
GPIN: L08-1744-1443
TAX PARCEL: 20-9-1-M
INSTR. # 230003208
D.B. 101, PG. 28

MICHELLE R. KIM, SUCCESSOR TRUSTEE
PAUL WILLIAM REESE TRUST,
U/A DATED 12/05/2022

GPIN: L08-1910-1921
TAX PARCEL: 20C-1-14
INSTR. # 230003207
D.B. 71, PG. 476
LOT 14

N/F
MICHELLE R. KIM, SUCCESSOR
TRUSTEE
PAUL WILLIAM REESE TRUST
U/A DATED 12/05/2022
GPIN: L08-1740-1912
TAX PARCEL: 20C-1-13
INSTR. # 230002067



N:3720344.73
E:11875369.83

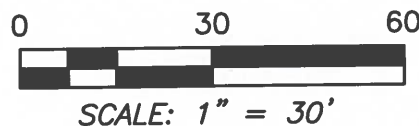
N87°16'29\"E 150.00' R/W
NEW KENT HIGHWAY
VIRGINIA STATE ROUTE 249
(50' R/W)
(FORMERLY ROUTE No. 33)

EASEMENT PLAT SHOWING A
10' PERMANENT UTILITY EASEMENT & A
10' TEMPORARY CONSTRUCTION EASEMENT
ACROSS THE PROPERTY OF
**MICHELLE R. KIM,
SUCCESSOR TRUSTEE
PAUL WILLIAM REESE TRUST
U/A DATED 12/05/2022**
GPIN: L08-1910-1921
BLACK CREEK DISTRICT,
NEW KENT COUNTY, VIRGINIA

N:3720337.60
E:11875220.00

LINE	BEARING	DISTANCE
L1	N02°43'56\"W	10.00'
L2	N02°43'56\"W	10.00'

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	23.19'	25.00'	53°08'13\"	S66°09'50\"E	22.36'
C2	11.05'	25.00'	25°19'59\"	S26°55'44\"E	10.96'



NOTES:

1. A TITLE REPORT WAS FURNISHED AS PREPARED BY PRIORITY TITLE AND ESCROW, LLC REPORT FILE #062312930-26 DATED 07-25-2023

2. PROPERTY LINES SHOWN HEREON BASED ON COMPILED DEED DESCRIPTIONS AND PLATS.

THIS IS NOT A BOUNDARY SURVEY.



SHEET 1 OF 1

DATE: 10/06/2023 LAST REVISED: 02/08/2024



Dewberry
Engineers Inc.

4805 LAKE BROOK DRIVE
SUITE 200
GLEN ALLEN, VA 23060
PHONE: 804.290.7957
WWW.DEWBERRY.COM

JOB #50162184

EASEMENT COMPENSATION AGREEMENT

Property Owner(s): Tracy Robbins Testerman A/K/A Tracy Testerman and Ronald Lee Robbins, JR. A/K/A Ronald L. Robbins, JR. and Pamela Cash Robbins A/K/A Pamela C. Robbins, and Christopher Thomas Robbins A/K/A Christopher Robbins
Mailing Address: 11226 Roinick LN., Hanover VA 23069
Tax Map Parcel(s): 20C-1-21

This document refers to the Permanent Easement and Temporary Construction Easement for Tax Map No. 20C-1-21 (the "Easement") dated February 20, 2024 between all persons or entities that have an interest in the listed Tax Parcel, Tracy Robbins Testerman A/K/A Tracy Testerman and Ronald Lee Robbins, JR. A/K/A Ronald L. Robbins, JR. and Pamela Cash Robbins A/K/A Pamela C. Robbins and Christopher Thomas Robbins A/K/A Christopher Robbins ("Owner"), and the County of New Kent, Virginia ("County"). A copy of the Easement and the plat are attached as Exhibit A to this Easement Compensation Agreement ("Agreement") and are incorporated by reference.

The Owner understands and agrees that compensation for the Easement and rights will be paid in full and complete upon recordation of the executed Easement in the Clerk's office, provided that there are no outstanding judgments or liens or other title issues that are unacceptable to the County. The County will not pay any compensation until such time as the County is satisfied that any judgments or liens or other title issues can be satisfied. The Owner, at its sole expense and effort, will obtain releases from all holders of deeds of trust on this property prior to the date of recordation of the Easement.

The County will make reasonable efforts to reduce the period of construction in the Easement, understanding that adverse events like weather can prolong construction.

The terms of this agreement extend to and are binding upon the parties and their successors and assigns. The compensation for such Easement is \$2200.00.

WITNESS the following signature and seals of all Owner(s) made pursuant to due authority:

For the Owner:

Date: 3-20-24 Signature: Ronald L Robbins Jr
Name: Ronald L Robbins Jr Title: Co-owner

For the County:

Date: _____ Signature: _____
Name: Rodney A. Hathaway Title: County Administrator

Approved as to Form:

Joshua S. Everard
County Attorney

Prepared by Office of the County Attorney, County of New Kent

Return to:
12007 Courthouse Circle
Post Office Box 150
New Kent, Virginia 23124-0150

Tax Map No.: 20C-1-21
GPIN L08-3174-2018

Exempt From Taxation
Virginia Code § 58.1-811A(3)

COUNTY OF NEW KENT, VIRGINIA

**PERMANENT EASEMENT AND TEMPORARY CONSTRUCTION
EASEMENT**

THIS DEED OF EASEMENT is made and entered into this 20th day of February 2024, by and between **Tracy Robbins Testerman A/K/A Tracy Testerman and Ronald Lee Robbins, JR. A/K/A Ronald L. Robbins, JR. and Pamela Cash Robbins A/K/A Pamela C. Robbins, husband and wife, and Christopher Thomas Robbins A/K/A Christopher Robbins** (the "Grantor"), and the **COUNTY OF NEW KENT, VIRGINIA** (the "County"), a political subdivision of the Commonwealth of Virginia.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, dedicate, and convey to the County the following described easements and interests:

1. A variable width permanent easement and right-of-way for County utilities, water, and/or sewer lines (the "Permanent Easement") located under, over, in, and across the land of the Grantor identified as Tax Map No. 20C-1-21 in New Kent County, Virginia, (the "Property") together with access thereto over the lands of the Grantor, and all rights and privileges hereinafter enumerated pertaining to the Permanent Easement, the location of which is depicted on that certain plat or plats of survey by **Dewberry**, dated **January 8, 2024** and attached as Exhibit A and incorporated to this Deed by reference, which plat(s) are to be recorded as part of this Deed of Easement.
2. A variable width temporary construction easement located under, over, in and across the land of the Grantor adjacent to the Permanent Easement as shown on Exhibit A (the "Temporary Easement" and, together with the Permanent Easement, the "Easements"). Upon completion of any construction, repair, alteration, replacement, or removal of County utilities and/or sewer lines or appurtenant facilities, the Temporary Easement will automatically, and without the execution

or recordation of any specific release, be extinguished. The existence of the Permanent Easement will be unaffected by the termination of the Temporary Easement and will continue in full force and effect.

3. The Easements are for the purpose of constructing, installing, maintaining, inspecting, operating, protecting, replacing, repairing, changing the size of, and removing improvements as part of the County's water and sewer system, including, but not limited to, pipes, mains, manholes, inlet structures, pumps, hydrants, and related facilities (collectively, the "Facilities").
4. The Easements are subject to the following conditions, and the Grantor and the County covenant and agree as follows:
 - a) All pipes, manholes, inlet structures, hydrants, pumps, and related Facilities and structures which are installed in the Permanent Easement will be and remain the property of the County.
 - b) The Grantor may not charge the County for its use of the Property in exercising its rights granted under this Deed of Easement.
 - c) The County and its agents have full and free use of the Easements for the purposes named, and have all rights and privileges reasonably necessary to the utilization of the Easements, including a right of ingress to and egress from the Easements where least damage to Grantor's property will occur from such access, which right of access will be exercised only if and as reasonably necessary, and a limited right use to adjoining land of the Grantor where necessary to the use and enjoyment for the Easements; provided, however, that such right to use adjoining lands of the Grantor may be exercised only during periods of actual construction or maintenance of the Easement, and may not be construed to allow the County to erect any building, structure, or utility facilities of a permanent nature on such adjoining land. All damages to any such adjoining lands of the Grantor caused by the County's use of the pursuant to this provision must be repaired by the County at its expense, and such lands must be restored as nearly as possible by the County to their original condition.
 - d) The County has the right to trim, cut, and remove trees, shrubbery, fences, structures, or other obstructions or facilities on, in, under, above, or near the Easements being conveyed (including any in-ground swimming pool), that are deemed by it in its sole discretion to interfere with the proper and efficient construction, operation, and maintenance of the Easements; provided, however, that following completion of construction or repair, the County must at its own expense restore, as nearly as possible, the Property to its original condition, such restoration including the backfilling of trenches, replacement of fences, and the reseedling or resodding of lawns or pasture areas, but not the replacement of

structures, trees, bushes, undergrowth or other facilities located within the Easements.

- e) The Grantor reserves the right to make any use of the Easements which are consistent with the rights herein conveyed and do not interfere with the County's use of the Easements; provided, however, that the Grantor may not erect any roadway, building, or other structure, except a fence, on the Easements without obtaining prior written approval from the County.
- f) The Easements and other rights granted herein are subject to any and all easements, covenants, restrictions, and conditions of record affecting the Property.
- g) The County will cooperate and work with the Grantor as needed to minimize the visual impact of all Facilities that are located above ground-level in the Easements.
- h) The Easements and covenants set forth in this deed run with the land and are binding on the Grantor and the County and their heirs, successors, and assigns.
- i) Any delay of the County in the use or exercise of any rights granted herein, or in the installation of the Facilities, will not result in the loss, limitation, or abandonment of any right or interest granted by this Deed of Easement.
- j) The Grantor covenants that he is seized of the Property on which the Easements are situated in fee simple absolute; that he has the full right and authority to convey the Easements to the County; that the undersigned are all holders of any interest in or to the Property and together hold the entire undivided fee simple title to the Property subject only to liens and other matters of record as of the date of this instrument; that the County will have quiet possession of the Easements, free from all encumbrances; and that he will execute such further assurances regarding the conveyance of the Easements as may be required by the County in its sole discretion. The Grantor further covenants, upon the request of the County, to obtain the consent to these Easements of any lienholder, deed of trust trustee, or other individual or entity having any interest whatsoever in the Property.
- k) The Grantor covenants and agrees for himself, his heirs, successors, and assigns, that the consideration recited herein is in lieu of any and all claims to compensation for property and for damages, if any, to the remaining lands of the Grantor which may result by reason of the County's use.

[SIGNATURES ON THE FOLLOWING PAGE]

WITNESS the following signatures and seals:

GRANTOR

Tracy Robbins Testerman

A/K/A Tracy Testerman

Tracy Robbins Testerman

GRANTOR

Pamela Cash Robbins

A/K/A Pamela C. Robbins

Pamela C. Robbins

CITY/COUNTY OF Henrico,

STATE/ COMMONWEALTH OF Virginia,

The foregoing instrument was acknowledged before me February 20, 2024

By Tracy Robbins Testerman, Ronald Lee Robbins,
Pamela Cash Robbins, Christopher Thomas Robbins

My commission expires: 11/30/2027

Notary registration number: 340681

GRANTOR

Ronald Lee Robbins, JR. A/K/A

Ronald L. Robbins, Jr. *RLR*

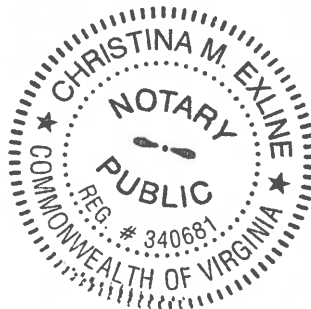
Ronald L. Robbins, Jr.

GRANTOR

Christopher Thomas Robbins A/K/A

Christopher Robbins

Christopher Robbins



Christina M. Exline
Notary Public

This Deed is accepted by the County pursuant to Virginia Code § 15.2-1803. Acceptance by the County is evidenced by the following signature of an authorized official of the County.

Date: _____ (SEAL)

Name: _____

Title: _____

COUNTY OF _____
COMMONWEALTH OF VIRGINIA,

The foregoing instrument was acknowledged before me _____, 20____, by _____, on behalf of the Board of Supervisors of New Kent County, Virginia.

My commission expires: _____

Notary registration number: _____

Notary Public

Approved as to Form:

Joshua S. Everard
County Attorney

Exhibit A

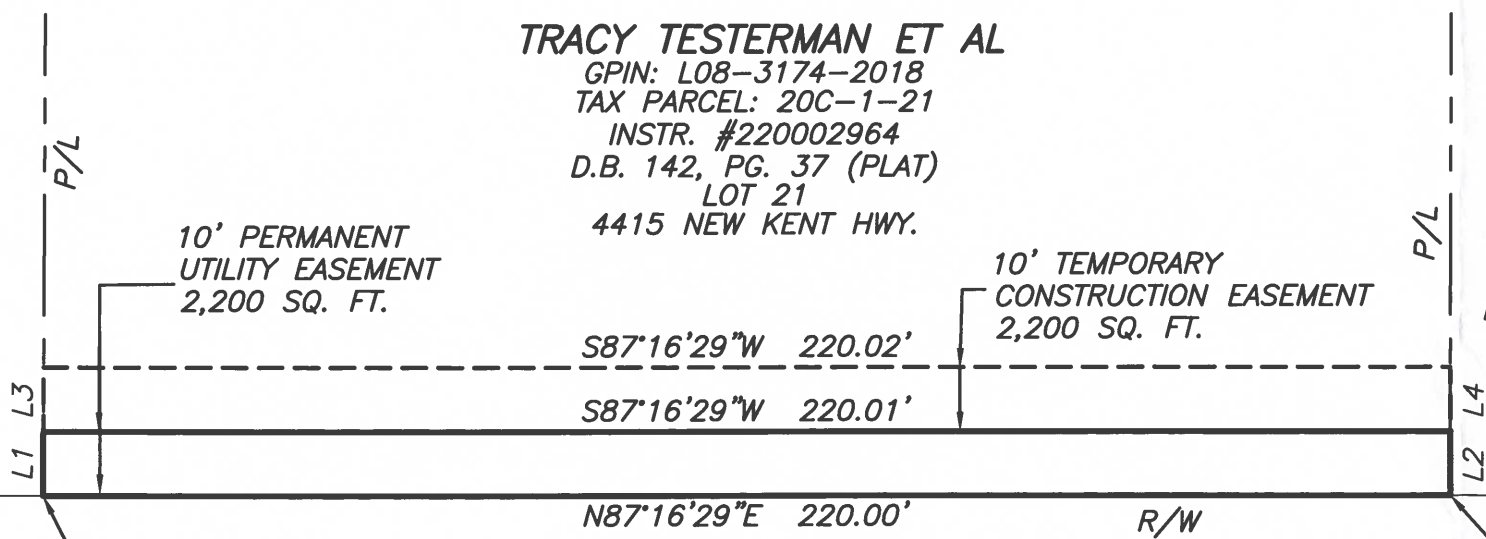
Plat dated October 6, 2023, revised January 8, 2024, is on the following page

VCS MAD83 SOUTH ZONE

N/F
 GLENDA MAE BASSETTI
 GPIN: L08-3394-1997
 TAX PARCEL: 20C-1-22
 W.B. 21, PG. 1913
 D.B. 75, PG. 55
 D.B. 75, PG. 58 (PLAT)

TRACY TESTERMAN ET AL
 GPIN: L08-3174-2018
 TAX PARCEL: 20C-1-21
 INSTR. #220002964
 D.B. 142, PG. 37 (PLAT)
 LOT 21
 4415 NEW KENT HWY.

N/F
 MARK A. BRUBECK
 AND ATHENA BRUBECK
 GPIN: L08-2973-2006
 TAX PARCEL: 20C-1-20
 INSTR. #140000971
 D.B. 79, PG. 715 (PLAT)



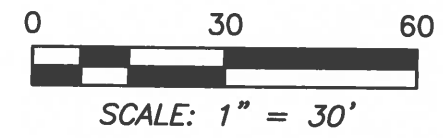
N:3720409.87
 E:11876738.28

NEW KENT HIGHWAY
 VIRGINIA STATE ROUTE 249
 (50' R/W)
 (FORMERLY ROUTE No. 33)

N:3720399.41
 E:11876518.52

EASEMENT PLAT SHOWING A
 10' PERMANENT UTILITY EASEMENT &
 10' TEMPORARY CONSTRUCTION EASEMENT ACROSS
 THE PROPERTY OF
TRACY TESTERMAN ET AL
 GPIN: L08-3174-2018
 BLACK CREEK DISTRICT,
 NEW KENT COUNTY, VIRGINIA

LINE	BEARING	DISTANCE
L1	S02°47'56"E	10.00'
L2	N02°43'56"W	10.00'
L3	S02°47'56"E	10.00'
L4	N02°43'56"W	10.00'

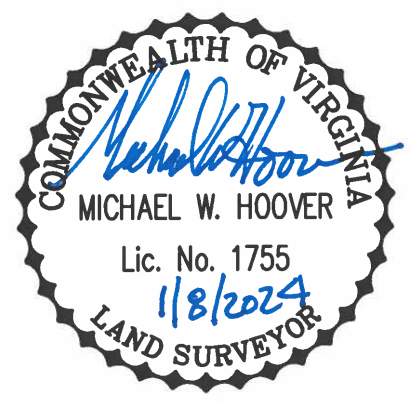


NOTES:

1. A TITLE REPORT WAS FURNISHED AS PREPARED BY PRIORITY TITLE AND ESCROW, LLC REPORT FILE #062312930-37 DATED 08-01-2023


2. PROPERTY LINES SHOWN HEREON BASED ON COMPILED DEED DESCRIPTIONS AND PLATS.

THIS IS NOT A BOUNDARY SURVEY.



SHEET 1 OF 1

DATE: 10/06/2023 LAST REVISED: 01/08/2024



Dewberry[®]

Dewberry Engineers Inc.

4805 LAKE BROOK DRIVE
 SUITE 200
 GLEN ALLEN, VA 23060
 PHONE: 804.290.7957
 WWW.DEWBERRY.COM

JOB #50162184

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

Miscellaneous

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented as that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
<p>Subject</p>	<p>Approval of Girl Scout Gold Award Proclamation - Clara Rosalee DiLandro</p>
<p>Issue</p>	
<p>Recommendation</p>	
<p>Fiscal Implications</p>	
<p>Policy Implications</p>	
<p>Legislative History</p>	<p>This proclamation is sponsored by District 3 Supervisor, Amy M. Pearson.</p>
<p>Discussion</p>	<ul style="list-style-type: none"> Clara Rosalee DiLandro - Girl Scout Troop #5318 - installed twelve machines providing free feminine hygiene products in New Kent County schools.

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Gold Award Proclamation - Clara DiLandro (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/22/2024 - 3:26 PM
Administration	Hathaway, Rodney	Approved	4/23/2024 - 7:31 AM
Attorney	Everard, Joshua	Approved	4/23/2024 - 9:33 AM



PROCLAMATION

GIRL SCOUT GOLD AWARD RECIPIENT CLARA ROSALEE DILANDRO

WHEREAS, Clara Rosalee DiLandro, daughter of Eric and Kimberly DiLandro, a member of New Kent Girl Scout Troop #5318 and a student at New Kent High School, was recognized on March 11, 2024 by the Girl Scout Commonwealth Council of Virginia, for successfully completing all requirements for the Girl Scout Gold Award; and

WHEREAS, we commend Clara who has distinguished herself by earning the Gold Award, the highest level of achievement in the Girl Scouts of the USA, which is earned by less than 6% of eligible girls in GSUSA; and

WHEREAS, friends, family and the community have supported her on her attainment of the Gold Award and recognize the faithful and steady path she has taken within the Scouting organization; and

WHEREAS, we further commend Clara who, for her Gold Award project, installed twelve machines to provide free feminine hygiene products to the students of New Kent Middle School and New Kent High School; and

WHEREAS, scouting has been an integral part of the New Kent County community for many years and a positive influence on our youth and Girl Scout Troop #5318 and Clara Rosalee DiLandro most particularly, embody the spirit of scouting in America; and

WHEREAS, Clara is committed to the ideals and creed of the Girl Scouts, and has shown dedication in her pursuits in achieving the Gold Award and should be considered as an example of one of New Kent's community-minded and goal-oriented young women;

NOW THEREFORE BE IT PROCLAIMED THAT the New Kent County Board of Supervisors, on this 6th day of May, 2024, does hereby recognize and congratulate CLARA ROSALEE DILANDRO, GIRL SCOUT GOLD AWARD RECIPIENT, for this significant life achievement, thanks her for the time and effort spent to better herself and the community, and wishes her well in all of her future endeavors.

Attest:

Rodney A. Hathaway, Clerk of the Board

Thomas W. Evelyn, Board Chair

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

Miscellaneous

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
<p>Subject</p>	<p>Approval of Proclamation Recognizing May 2024 as Older Americans Month in New Kent County</p>
<p>Issue</p>	<p>Senior Connections and The Capital Area Agency on Aging have requested a proclamation recognizing May 2024 as Older Americans Month in New Kent County.</p>
<p>Recommendation</p>	<p>approval</p>
<p>Fiscal Implications</p>	
<p>Policy Implications</p>	
<p>Legislative History</p>	<p>Older Americans Month has been observed nationally since 1963, and serves as a time to celebrate the strength and vitality of older adults and to highlight the important role they play in our community. The Board has adopted similar proclamations in the past.</p>
<p>Discussion</p>	<p>District Two Supervisor, John Moyer, is the sponsor of this proclamation.</p>

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Older Americans Month Proclamation (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/23/2024 - 11:28 AM
Administration	Hathaway, Rodney	Approved	4/25/2024 - 9:29 AM
Attorney	Everard, Joshua	Approved	4/29/2024 - 9:13 AM

PROCLAMATION MAY 2024 OLDER AMERICANS MONTH

WHEREAS, New Kent includes a growing number of older Americans who contribute their strength, wisdom and experience to our community; and

WHEREAS, communities benefit when people of all ages, abilities and backgrounds are welcomed, included and supported; and

WHEREAS, New Kent recognizes our need to create a community that provides the services and supports the need of older Americans to thrive and live independently for as long as possible; and

WHEREAS, New Kent can work to build an even better community for our older residents by:

- Planning programs that encourage independence.
- Exploring the many positive aspects of aging.
- Ensuring activities are responsive to individual needs and preferences.
- Increasing access to services that support aging in place.

NOW, THEREFORE, BE IT PROCLAIMED that on this 6th day of May, 2024, the New Kent County Board of Supervisors does proclaim the month of May as Older Americans Month and urges every resident to recognize the contributions of our older citizens, help to create an inclusive society and join efforts to support older Americans' choices about how they age in their communities.

Attest:

Rodney A. Hathaway, Clerk of the Board

Thomas W. Evelyn, Board Chair



AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

Miscellaneous

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
<p>Subject</p>	<p>Approval of General Services Agreement for Airport Professional Engineering Consultant Services</p>
<p>Issue</p>	<p>Base Agreement for Engineering Consulting Services related to Capital Improvement Projects at the Airport</p> <p>Approval of this Consent Agenda item will authorize the County Administrator to enter into an agreement for airport professional engineering consultant services with Delta Airport Consultants in a form approved by the County Attorney. The attached document is in draft form.</p>
<p>Recommendation</p>	<p>Approval</p>
<p>Fiscal Implications</p>	<p>The base agreement will be supplemented with Task Orders for each project for a four year renewal period.</p>
<p>Policy Implications</p>	
<p>Legislative History</p>	
<p>Discussion</p>	<p>The Base Agreement is the result of RFQ #2024-001-APT issued March 29, 2024. Three firms submitted Statements of Qualifications. A selection committee consisting of five members reviewed the submissions based on qualifications and experience. Delta Airport Consultants was considered the most qualified candidate.</p>

<p>Time Needed:</p>		<p>Person Appearing:</p>	<p>Airport Manager Duane B. Goss</p>
<p>Request prepared by:</p>	<p>W. Watkins, Deputy Clerk of the Board</p>	<p>Telephone:</p>	<p>804-966-9687</p>
<p>Copy provided to:</p>			

ATTACHMENTS:

Description	Type
Delta Cover Letter (PDF)	Cover Memo
DRAFT Delta Agreement (PDF)	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/29/2024 - 9:57 AM
Administration	Hathaway, Rodney	Approved	4/29/2024 - 10:32 AM
Attorney	Everard, Joshua	Approved	4/29/2024 - 10:37 AM



April 18, 2024

Mr. Duane B. Goss
Airport Manager
New Kent County Airport
6901 Terminal Road
Quinton, VA 23141

Subject: Agreement for Professional Services
New Kent County Airport
New Kent Virginia

Dear Mr. Goss:

Delta Airport Consultants, Inc. is pleased to have been selected by the County of New Kent to provide Engineering and planning services for projects at the New Kent County Airport for the next year with the option of three one-year renewals. We look forward to working with you and assisting with the development of your airport.

Please find the attached copy of the proposed Agreement for Professional Services. This agreement serves as the contract for future task orders, each to be generated on a project-by-project basis.

If the agreement is acceptable to the Owner, an unsigned copy should be forwarded to the FAA and DOAV for review and approval. You may wish to use the enclosed draft letter for this purpose. Please feel free to edit the draft letter as you deem appropriate.

Upon approval by the FAA, please forward an executed agreement to this office for our files.

We appreciate this opportunity to be of service to the County of New Kent. If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,

Courtney A. Beamon, President

Enclosures: 1. Agreement for Professional Services
2. Draft cover letter to FAA/State
cc: John Borgie, Delta Airport Consultants
Reference: GKW96

THIS AGREEMENT, dated the 20th day of May in the year 2024, between the New Kent County Board of Supervisors, the OWNER, and DELTA AIRPORT CONSULTANTS, INC., the CONSULTANT, for Projects at the New Kent County Airport. The term of this agreement shall be for a period of one year and may be renewed by the OWNER for three additional one-year periods.

WHEREAS the OWNER sought proposals from qualified Consultants to perform certain consulting services and has determined that DELTA AIRPORT CONSULTANTS, INC. (the "CONSULTANT") is the most qualified based on the criteria stated in the Request for Proposals.

Once the specific scope of services of a Project is agreed upon between the OWNER and the CONSULTANT, the CONSULTANT shall provide the services described in an individual TASK ORDER.

The precise scope of the CONSULTANT's services, schedule, and cost shall be as stated in each TASK ORDER as authorized from time to time by the OWNER upon approval of such scope of services and the cost for such services.

As used herein, the term "Project" shall refer only to such items of work listed in this Agreement or approved TASK ORDERS at the New Kent County Airport.

The OWNER and CONSULTANT in consideration of their mutual covenants herein agree in respect to the performance of normal professional consulting services by CONSULTANT and the payment for those services by OWNER as set forth below.

ARTICLE 1: BASIC SERVICES

The CONSULTANT agrees to perform normal professional consulting services in connection with the Project as set forth below and contained within this Article 1.

1.1 SCHEMATIC DESIGN

The CONSULTANT shall review information provided by the OWNER and the OWNER's program, review laws, codes, and regulations applicable to the Project Scope of Services, communicate with local authorities, conduct field investigations, and review the ALP, in order to prepare a preliminary evaluation of the Project, and to identify and evaluate alternative approaches and solutions to the design and construction of the Project. Schematic Design Phase Activities shall be outlined in each respective TASK ORDER.

1.2 DESIGN DEVELOPMENT

Based on the OWNER's approval of the plan identified during the Schematic Design phase, CONSULTANT shall proceed to provide Design Development Phase Services, which may consist of preliminary layouts, geometry, grading, drainage, electrical, and phasing, as more explicitly identified in individual TASK ORDERS.

1.3 CONSTRUCTION DOCUMENTS

In the Construction Documents Phase, the CONSULTANT is to provide construction requirements, to provide a basis for competitive construction bids and to complete the final construction contract documents for the Project. Final design is to be completed in accordance with the latest Advisory Circulars and FAA Orders, as well as State and Local requirements. The CONSULTANT's tasks during the Construction Documents Phase will be identified in individual TASK ORDERS.

1.4 BIDDING PHASE

Upon receipt of the OWNER's approval of the Contract Documents and latest Opinion of the Construction Cost, the CONSULTANT shall assist the OWNER in soliciting and selecting bids for the construction of the Project. The CONSULTANT's Bidding Phase tasks, as will be more explicitly identified in each individual TASK ORDER, and may include pre-bid meetings, addenda, and bid tabulations.

1.5 CONSTRUCTION ADMINISTRATION

During the construction phase of the project, the CONSULTANT shall assist the OWNER to monitor and document progress of construction and shall act as initial interpreter of the requirements of the contract documents. Specific tasks shall be outlined in each individual TASK ORDER. Review payment requests, provide necessary quality control testing, establish necessary survey control, continually inform the OWNER on project progress and problems, conduct the final project inspection, and provide the associated certification.

1.5.1 Construction Administration – If included in the TASK ORDER, the CONSULTANT shall provide general consultation and advice to the OWNER during the construction phase of the project. The CONSULTANT shall facilitate general coordination between the OWNER, the State, and the FAA during the construction phase of the project. The CONSULTANT will assist the OWNER with the preparation and issuance of change orders, change order/supplemental agreement price/cost analysis, recommend construction specification waivers, and report to the OWNER on the Contractor's performance. The CONSULTANT shall review and process the Contractor's payment requests, review daily progress reports, and monthly construction progress reports.

The CONSULTANT is to communicate and coordinate with the OWNER on a regular basis throughout the construction phase of the project.

1.5.2 Shop Drawing Review – If included in the TASK ORDER, and in accordance with the submittal schedule, the CONSULTANT shall review the shop drawings and materials submittals that are submitted by the Contractor as required by the construction contract documents, but only for the purpose of checking for conformance with information given and the design intent expressed on the Construction Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The CONSULTANT's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by CONSULTANT, of any construction means, methods, techniques, sequences, or procedures. The CONSULTANT will prepare and maintain a submittal register identifying the submittal number, description, specification section, specification paragraph, received date, action date, and action taken. The CONSULTANT shall distribute copies of the submittals and the updated submittal register to the OWNER.

- 1.5.3 Site Visits – If included in the TASK ORDER, the CONSULTANT shall visit the construction site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the construction, and to determine, in general, if construction is being performed in accordance with the Contract Documents. However, the CONSULTANT shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of construction. The CONSULTANT will coordinate the site visits with the OWNER. The CONSULTANT’s representatives are to meet with the representatives of the OWNER to discuss the project’s progress and to identify known deviations from the Contract Documents, or defects and deficiencies observed in the construction. The CONSULTANT will prepare and distribute notes from the visit.
- 1.5.4 Progress Payment Review – If included in the TASK ORDER, the CONSULTANT shall review the CONTRACTOR’s request for progressive payment, and based upon said on-site observation, advise the OWNER as to the CONSULTANT’s opinion of the extent of the work completed in accordance with the terms of the Construction Contract as of the date of the Contractor’s payment request and issue, for processing by the OWNER, a Recommendation for Payment in the amount owed the Contractor. The issuance of Recommendation for Payment shall constitute a declaration by the CONSULTANT to the OWNER, based upon said on-site observations, review, and data accompanying the request for payment, that the Contractor’s work had progressed to the point indicated; that to the best of the CONSULTANT’s knowledge, information, and belief, the quality of the Contractor’s work is in accordance with the Construction Contract Documents (subject to subsequent tests and review required by the Construction Contract Documents, to correction of the minor deviations from the Construction Contract Documents, and to qualifications stated in the Certificate for Payment); and that the Contractor is entitled to the amount stated. The issuing of the Recommendation for Payment by the CONSULTANT shall not represent that it has made any investigation to determine the uses made by the Contractor of sums paid to the Contractor.
- 1.5.5 The CONSULTANT shall not be responsible for the defects or omissions in the work as a result of the Contractor’s, or any Subcontractor’s, or any of the Contractors' or Subcontractors' employees, or that of any other persons or entities responsible for performing any of the work result as contained in the Construction Contract. The CONSULTANT shall not be responsible for the Contractors’ failure to comply with the project schedule.

ARTICLE 2: SPECIAL SERVICES

If authorized by the OWNER, the CONSULTANT agrees to furnish, or obtain from others, additional professional services above the previously described Basic Services, which may include items such as:

- a. Funding applications
- b. Reimbursement requests for funding
- c. Disadvantaged Business Enterprise (DBE) Plan assistance
- d. Airport Layout Plan (ALP) revisions
- e. Property Map revisions
- f. Environmental Overview or Statements
- g. Preparation of Record Drawings
- h. Assistance with funding and coordination of other contracts
- i. Bid Alternates
- j. Resident Project Representative services during the Construction Phase with duties and responsibilities as described in Attachment "A".
- k. Planning Services

- l. Environmental Services
- m. Land Acquisition Services

Unanticipated services, which will be treated as "Special Services", may also include:

- a. Providing other services not otherwise provided for in this Agreement, including services normally furnished by the OWNER as described in Article 3, "OWNER'S RESPONSIBILITIES".
- b. Services due to changes in the project scope or design, including but not limited to, changes in size, complexity, schedule or character of construction.
- c. Revisions to studies, reports, design documents, drawings or specifications which have previously been approved by the OWNER, or when such revisions are due to causes beyond the control of the CONSULTANT.
- d. Preparation of additional design documents for alternate bids or for out-of-sequence work requested by the OWNER when not listed or described in the project scope of work.
- e. Additional or extended services during construction made necessary by (1) work damaged by fire or other cause during construction, (2) a significant amount of defective or incomplete work of the CONTRACTOR(s), (3) acceleration of the work schedule involving services beyond normal working hours, (4) failure of the CONTRACTOR(s) to complete the work within the contract period, and (5) the CONTRACTOR(s)' default under Construction Contract.
- f. Providing services as an expert witness for the OWNER in connection with litigation or other proceedings involving the Project.
- g. Evaluating unreasonable or frivolous claim(s) submitted by CONTRACTOR(s) or others in connection with the project which require extensive services by the CONSULTANT to preclude or prepare for possible litigation, which claim(s) are beyond the CONSULTANT's control.

If included, the items above may be outlined and priced in individual TASK ORDERS.

ARTICLE 3: OWNER'S RESPONSIBILITIES

The OWNER shall:

- 3.1 Provide to the CONSULTANT all criteria, design, and construction standards and full information as to the OWNER's requirements for the Project. The CONSULTANT shall be entitled to rely on the accuracy and completeness of information furnished by the OWNER.
- 3.2 Designate in writing a person authorized to act as the OWNER's representative. The OWNER or its representative shall receive and examine documents submitted by the CONSULTANT, interpret and define OWNER's policies, and render decisions and authorization in writing promptly to prevent unreasonable delay in progress of the CONSULTANT's services.
- 3.3 Furnish to the CONSULTANT all existing drainage, survey, layout data, and prior reports available for the Project.
- 3.4 Furnish laboratory tests, air and water pollution tests, reports and inspections of samples, materials, or other items required by law or by the governmental authorities having jurisdiction over the Project.

- 3.5 Provide legal, accounting, and insurance counseling services necessary for the Project, legal review of the Contract Documents, and such auditing services as the OWNER may require to account for expenditures of sums paid to the CONTRACTOR(s) and others.
- 3.6 Furnish permits and approvals from all governmental authorities having jurisdiction over this Project and from others as may be necessary for completion of the Project.
- 3.7 Surveys, subsurface and materials testing, printing, and/or administrative services necessary for the project shall be contracted by the OWNER unless designated to be provided by the CONSULTANT in individual TASK ORDERS.
- 3.8 Furnish the services described in Sections 3.1 through 3.7 at the OWNER's expense and in such manner that the CONSULTANT may rely upon them in the performance of its services under this Agreement.
- 3.9 Obtain bids or proposals from contractors for work relating to this Project and bear all costs relating thereto.
- 3.10 Protect and preserve all survey stakes and markers placed at the Project site prior to the assumption of this responsibility by the CONTRACTOR(s) and bear all the costs of replacing stakes or markers damaged or removed during said time interval.
- 3.11 Arrange full and free access for the CONSULTANT to enter upon all property required for the performance of the CONSULTANT's services under this Agreement.
- 3.12 Give prompt written notice to the CONSULTANT whenever the OWNER observes or otherwise becomes aware of any defect in the Project or other event which may substantially affect the CONSULTANT's performance of services under this Agreement.
- 3.13 Compensate the CONSULTANT for services rendered under this Agreement.

ARTICLE 4: GENERAL PROVISIONS

4.1 OWNERSHIP OF DOCUMENTS

Master documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the CONSULTANT as instruments of service. CONSULTANT shall be deemed the authors of its Instruments of Service, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project shall not be construed as publication in derogation of CONSULTANT's reserved rights. Upon execution of this Agreement, CONSULTANT grants to OWNER non-exclusive license to use OWNER's Instruments of Services solely for purposes of constructing, using, maintaining, altering and adding to the Project, provided the OWNER substantially performs its obligation including prompt payment of all sums when due, under this Agreement. Provided the OWNER is not in default under this Agreement, the OWNER is to be provided with one digital CD-ROM set (.tif or .jpg or PDF) and one paper set of the record drawings after final acceptance. If requested by the OWNER, a digital copy of applicable drawings is to be provided by the CONSULTANT. Copies of sketches, notes, computations, and other data are to be furnished upon request. The CONSULTANT is not responsible for any liabilities resulting from revisions, extensions or enlargements of the OWNER's "originals" including computer files.

4.2 DELEGATION OF DUTIES

Neither the OWNER nor the CONSULTANT shall delegate its duties under this Agreement without the written consent of the other.

4.3 TERMINATION

This Agreement may be terminated by either party by written notice in the event of substantial failure to perform in accordance with the terms of this Agreement by the other party through no fault of the terminating party, or for the OWNER's convenience. This Agreement may also be terminated if mutually agreed upon by the OWNER and CONSULTANT. If this Agreement is terminated, the CONSULTANT shall be paid for services performed through the termination notice date.

4.4 EXTENT OF AGREEMENT

This Agreement represents the entire and integrated agreement between the OWNER and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the OWNER and CONSULTANT.

4.5 GOVERNING LAW

The Courts of New Kent County shall hear any legal action regarding the interpretation or enforcement of this writing.

4.6 GENERAL

- 4.6.1 Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents, or other events beyond the control of the other or the other's employees and agents.
- 4.6.2 In the event any provisions of this Agreement shall be held to be invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.
- 4.6.3 The CONSULTANT has not been retained or compensated to provide design or construction review services relating to the CONTRACTOR(s)' safety precautions or to means, methods, techniques, sequences, or procedures required for the CONTRACTOR(s) to perform work relating to the final or completed structure; Services excluded from this Agreement include but are not limited to design or review of any shoring, scaffolding, underpinning, temporary retainment of excavations and any erection methods and temporary bracing.
- 4.6.4 The CONSULTANT shall perform its services under this Agreement consistent with the professional skill and care ordinarily provided by professionals practicing in the same or similar locality under the same or similar circumstances.

4.6.5 Any Opinion of the Construction Cost prepared by the CONSULTANT represents its judgment as a design professional and is supplied for the general guidance of the OWNER and funding agencies only. Since the CONSULTANT has no control over the cost of labor and material, or over competitive bidding or market conditions, the CONSULTANT does not guarantee the accuracy of such Opinions as compared to CONTRACTOR(s) bids or actual cost to the OWNER and shall not be held responsible in the event the CONTRACTOR's bid or the Actual Construction Cost exceed CONSULTANT's Opinion thereof.

4.6.6 Neither party shall be entitled to unjust enrichment or betterment as a result of errors or omissions.

ARTICLE 5: SPECIAL PROVISIONS

5.1 INSURANCE AND INDEMNITY

5.1.1 CONSULTANT's Insurance - The CONSULTANT shall acquire and maintain statutory worker's compensation insurance coverage, commercial general liability insurance coverage, and professional liability insurance coverage.

CONSULTANT's current limits are:

General Liability \$5,000,000 per year

Professional Liability \$2,000,000 per claim
 \$2,000,000 per year

5.1.2 CONTRACTOR's Insurance - Prior to the commencement of the work, the OWNER shall require the CONTRACTOR to submit evidence that it has obtained, for the period of the Construction Contract and the guarantee period, commercial general liability insurance coverage (including completed operations coverage). This coverage shall provide for bodily injury and property damage arising directly or indirectly out of, or in connection with, the performance of the work under the Construction Contract, and have a limit of not less than \$2,000,000 per occurrence for all damages arising out of bodily injury, sickness or death and property damage of others including explosion, collapse, and underground exposures.

Included in such coverage will be contractual coverage sufficiently broad to insure provision of paragraph 5.1.4 "Indemnity". The commercial general liability insurance will include as additional named insureds: the OWNER; the CONSULTANT; and each of the officers, agents, and employees. The OWNER understands that the cost of obtaining liability insurance covering the OWNER and CONSULTANT as additional insured is not an eligible cost under the AIP.

5.1.3 Builders Risk "All Risk" Insurance - Before commencement of the work, the OWNER will require that the CONTRACTOR submit written evidence that it has obtained for the period of the Construction Contract, Builders Risk "All Risk" Completed Value Insurance Coverage (including earthquake and flood) for any building which is the subject of the Construction Contract. Such insurance shall include as additional named insureds: the OWNER; the CONSULTANT; and each of their officers, agents, employees, and any other persons with an insurable interest as may be designated by the OWNER.

- 5.1.4 Indemnity - The OWNER will require that any CONTRACTOR performing work in connection with Drawings and Specifications produced under this Agreement, hold harmless, indemnify, and defend the OWNER and the CONSULTANT, their consultants, and each of their officers, agents, and employees from any and all liability claims, losses, or damage arising out of, or alleged to arise from, the CONTRACTOR's (or the CONTRACTOR's SUBCONTRACTOR's) negligence in the performance of the work described in the Contract Documents, but not including liability that may be due to the sole negligence of the OWNER, the CONSULTANT, their consultants, or their officers, agents, and employees.
- 5.2 The CONSULTANT will proceed to furnish consulting services on the Project promptly, without delay, after the Notice-to-Proceed has been given in writing by the OWNER.
- 5.3 The CONSULTANT agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation and Executive Order No. 11246, "Equal Employment Opportunity" as supplemented in Department of Labor Regulations (41 CFR, Part 60); and agrees to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970; and is to maintain an Affirmative Action Program, as required by regulations.
- 5.4 The CONSULTANT agrees that the OWNER, the FAA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to the specific grant program for the purpose of making audit, examinations, excerpts, and transcriptions. The CONSULTANT shall maintain all required records for three (3) years after the OWNER makes final payment and all other pending matters are closed.
- 5.5 If any of the services outlined in this Agreement are furnished by the CONSULTANT by obtaining such services outside the CONSULTANT's organization, when requested by the OWNER the CONSULTANT shall provide proposal(s) and/or contract(s) between the person(s) or firm(s) and the CONSULTANT outlining the services to be performed and the charges for the same.
- 5.6 It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the OWNER and/or the FAA and/or the State, and the said construction plans are substantially changed or revised, for any reason other than the fault of the CONSULTANT in preparing same, then the CONSULTANT shall be entitled to compensation for rendering the services necessary to complete the changes.

ARTICLE 6: SCHEDULE FOR DELIVERY OF WORK BY CONSULTANT

The CONSULTANT shall perform its services as expeditiously as is consistent with professional skill and care and the orderly progress of the Project, and as follows:

- 6.1 It is understood that the CONSULTANT is to proceed on the project after a Notice-to-Proceed from the OWNER. The schedule is to be outlined in each TASK ORDER once the scope of the project(s) has been clearly defined.
- 6.2 Construction progress is to be monitored by the CONSULTANT in an effort to keep the construction on schedule. The CONTRACTOR is to be notified in writing when its progress falls behind its progress schedule.

6.3 The CONSULTANT is to endeavor to complete the work in accordance with the schedule, however, it will not be penalized for delays beyond its control such as OWNER's requirements, review periods, testing, adverse weather, surveying, war, Acts of God, etc.

ARTICLE 7: CONSULTING CHARGES

For the CONSULTANT's Services described in this Agreement, the OWNER shall compensate the CONSULTANT as follows:

- 7.1 Compensation for the Services shall be negotiated between the OWNER and CONSULTANT prior to initiating the Services and shall be specified in the applicable TASK ORDER.
- 7.2 Monthly progress payments shall be made in proportion to services rendered and as indicated within this Agreement and shall be due and owing within thirty (30) days of the CONSULTANT's submittal of its monthly statement. Past due amounts owed shall include a charge at 1.5 percent per month. The OWNER understands that interest charges are not an eligible cost under the Airport Improvement Program (AIP).
- 7.3 If the OWNER fails to make monthly payments due the CONSULTANT, the CONSULTANT may, after giving seven (7) days written notice to the OWNER, suspend services under this Agreement.
- 7.4 No deductions shall be made from the CONSULTANT's compensation on account of penalty, liquidated damages, or other items withheld from payments to CONTRACTORS.
- 7.5 If the Project is delayed or if the CONSULTANT's services for the Project are delayed or suspended for more than six (6) months for reasons beyond the CONSULTANT's control, the CONSULTANT may, after giving seven (7) days written notice to the OWNER, terminate this Agreement and the OWNER shall compensate the CONSULTANT in accordance with the termination provision contained in this Agreement.

The following attachments are made a part of this Agreement:

Attachment A	Resident Project Representative
Attachment B	Mandatory Federal Contract Provisions

The parties hereto have executed this Agreement to be effective as of the date first above written.

OWNER:
New Kent County Board of Supervisors
c/o County Administration Office
12007 Courthouse Circle, P.O. Box 150
New Kent, VA 23124

CONSULTANT:
Delta Airport Consultants, Inc.
2700 Polo Parkway
Midlothian, VA 23113

Authorized Signature

Name: Rodney A. Hathaway

Title: County Administrator

Date: _____


Authorized Signature

Name: Courtney A. Beamon

Title: President

Date: 4/18/2024

LIMITATIONS OF AUTHORITY, DUTIES, AND RESPONSIBILITIES OF THE RESIDENT PROJECT REPRESENTATIVE.

1. The Resident Project Representative shall act under the direct supervision of the CONSULTANT, shall be the CONSULTANT's agent in all matters relating to on-site construction review of the CONTRACTOR(s)' work, shall communicate only with the CONSULTANT and the CONTRACTOR(s), and shall communicate with the SUBCONTRACTOR(s) only through the CONTRACTOR(s) or their authorized superintendent. The OWNER shall communicate with the Resident Project Representative only through the CONSULTANT, unless otherwise coordinated with CONSULTANT.
2. The Resident Project Representative is to periodically review and observe on-site construction activities of the CONTRACTOR(s) relating to portions of the Project designed and specified by the CONSULTANT as contained in the Construction Contract Documents.
3. Specifically omitted from the Resident Project Representative's duties are any review of the CONTRACTOR(s)' safety precautions, or the means, methods, sequences, or procedures required for the CONTRACTOR(s) to perform the work but not relating to the final or completed Project. Omitted design or review services include, but are not limited to, shoring, scaffolding, underpinning, temporary retainment of excavations, and any erection methods and temporary bracing.
4. The specific duties and responsibilities of the Resident Project Representative are enumerated as follows:
 - (a) Schedules: Review the progress schedule, schedule of Shop Drawings submissions and schedule of values prepared by CONTRACTOR(s) and consult with the CONSULTANT concerning their acceptability.
 - (b) Conferences: Attend preconstruction conferences. Arrange a schedule of progress meetings and other job conferences as required in consultation with CONSULTANT and notify those expected to attend in advance. Attend meetings and maintain and circulate copies of minutes thereof.
 - (c) Liaison:
 - (1) Serve as CONSULTANT's liaison with CONTRACTOR(s), working principally through the CONTRACTOR(s)' superintendent and assist them in understanding the intent of the Contract Documents. Assist the CONSULTANT in serving as OWNER's liaison with CONTRACTOR(s) when CONTRACTOR(s)' operations affect OWNER's on-site operations.
 - (2) As requested by CONSULTANT, assist in obtaining from OWNER additional details or information, when required at the job site for proper execution of the Work.
 - (d) Shop Drawings and Samples:
 - (1) Receive and record date of receipt of Shop Drawings and samples which have been approved by the CONSULTANT.
 - (2) Receive samples which are furnished at the site by CONTRACTOR(s) for CONSULTANT's approval and notify CONSULTANT of their availability for examination.

- (3) Advise CONSULTANT immediately of the commencement of any Work requiring a Shop Drawing or sample submission if the submission has not been approved by the CONSULTANT.
- (e) Review of Work, Rejection of Defective Work, Inspections and Tests:
- (1) Conduct on-site observations of the Work in progress to assist CONSULTANT in determining that the Project is proceeding in accordance with the Contract Documents and that completed Work is to generally conform to the intent of the Contract Documents.
 - (2) Report to CONSULTANT whenever it believes that any Work is unsatisfactory, faulty or defective, or does not conform to the intent of the Contract Documents, or does not meet the requirements of any inspections, tests, or approval required to be made; and advise CONSULTANT when it believes Work should be corrected or rejected or should be uncovered for observation, or requires special testing or inspection.
 - (3) Accompany visiting inspector representing public or other agencies having jurisdiction over the Project, record the outcome of these inspections and report to CONSULTANT.
 - (4) Monitor test results relative to specification requirements and maintain a file with test reports and certifications. Notify the CONTRACTOR(s) when it observes apparent deficiencies and report to the CONSULTANT for a final decision on the matter.
- (f) Interpretation of Contract Documents: Transmit to OWNER, CONSULTANT's clarifications and interpretations of the Contract Documents.
- (g) Modifications: Consider and evaluate CONTRACTOR(s)' suggestions for modifications in Drawings or Specifications and report them with recommendations to CONSULTANT.
- (h) Records:
- (1) Maintain, at the job site, files for correspondence, reports of job conferences, shop drawings and sample submissions, reproductions of original Contract Documents including all addenda, change orders, field orders, additional drawings issued subsequent to the execution of the Contract, CONSULTANT's clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.
 - (2) Keep daily reports recording hours on the job site, weather conditions, data relative to questions of extras or deduction, list of visiting officials, daily activities, decisions, observations in general, and specific observations in more detail, as in the case of observing test procedures. Send copies to CONSULTANT.
 - (3) Record names, addresses, and telephone numbers of CONTRACTORS, SUBCONTRACTORS, and major suppliers of equipment and materials.
 - (4) Document quantities of materials used on the Project by actual measurements and computations in the field record. Whenever weight is the basis of measurement, maintain copies of the weight tickets.
- (i) Reports:
- (1) Furnish CONSULTANT periodic reports as required of progress of the Work and CONTRACTOR(s)' compliance with the approved progress schedule of Shop Drawing submissions.

- (2) Consult with CONSULTANT in advance of scheduled major tests, inspections, or start of important phases of the Work.

(j) Completion:

- (1) Before CONSULTANT issues a Certificate of Substantial Completion, submit to CONSULTANT a list of observed items requiring correction.
- (2) Conduct final inspection in the company of CONSULTANT, OWNER, and CONTRACTOR and prepare a final list of items to be corrected.
- (3) Verify that items on final list have been corrected and make recommendations to CONSULTANT concerning acceptance.
- (4) Maintain a set of working drawings, on the job site, which can be used to prepare record drawings of the project.

5. Limitations of Authority.

Except upon written instruction of CONSULTANT, Resident Project Representative:

- (a) Shall not authorize any deviation from the Contract Documents or approve any substitute materials or equipment.
- (b) Shall not undertake any of the responsibilities of CONTRACTOR(s), SUBCONTRACTOR(s), or CONTRACTOR(s)' superintendent.
- (c) Shall not expedite Work for the CONTRACTOR(s).
- (d) Shall not advise on, or issue directions relative to, any aspect of the means, methods, techniques, sequences, or procedures of construction unless such is specifically called for in the Contract Documents.
- (e) Shall not advise on, or issue directions as to, safety precautions and programs in connection with the Work.
- (f) Shall not authorize OWNER to occupy the Project in whole or in part.
- (g) Shall not participate in specialized field or laboratory tests.
- (h) Is not authorized to sign change orders on behalf of the CONSULTANT, to approve or disapprove shop drawings or materials submittals on behalf of the CONSULTANT, or to issue a Recommendation for Payment on behalf of the CONSULTANT.

(Based on the *Federal Aviation Administration Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects* issued on May 24, 2023.)

TERMINOLOGY

- 1) The term “**Sponsor**” is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a “recipient” of federal assistance when receiving AIP or other FAA grant funds.
- 2) The term “**Owner**” of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects.
- 3) For purposes of determining requirements for contract provisions, the term “**contract**” includes professional services, and subcontracts and supplier contracts such as purchase orders.
- 4) The term “**Contractor**” is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier). As used herein, the terms (a) “Contractor” and “Consultant” and (b) “Subcontractor” and “Subconsultant” are synonymous.
- 5) The term “**bid**” is understood to mean a bid, an offer, or a proposal.
- 6) The term “**applicant**” is understood to mean the following in different contexts:
 - a. For the Equal Employment Opportunity (EEO) clause, the term “applicant” means an applicant for employment (whether or not the phrase, for employment, follows the word applicant or applicants).
 - b. For all other clauses, the term “applicant” means a bidder, offeror, or proposer for a contract.

A1 ACCESS TO RECORDS AND REPORTS

2 CFR § 200.334; 2 CFR § 200.337; FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT

41 CFR Part 60-4; Executive Order 11246

The following provision applies to professional service agreements that include tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceed \$10,000.

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 24.9%
Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the

covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is County of New Kent, Commonwealth of Virginia.

A3 BREACH OF CONTRACT TERMS

2 CFR § 200 Appendix II (A)

The following provision applies to contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II(A). This threshold is occasionally adjusted for inflation and is \$250,000.

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN – Not applicable

49 USC § 50101; Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

A5 CIVIL RIGHTS - GENERAL

49 USC § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure

that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

FOR GENERAL CONTRACT AGREEMENTS

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

A6 CIVIL RIGHTS - TITLE VI ASSURANCES

49 USC § 47123; FAA Order 1400.11

TITLE VI SOLICITATION NOTICE

The County of New Kent, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

TITLE VI LIST OF PERTINENT NONDISCRIMINATION ACTS AND AUTHORITIES

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation— Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor’s noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such

direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

A7 CLEAN AIR AND WATER POLLUTION CONTROL

2 CFR § 200 Appendix II (G); 42 USC § 7401, et seq; 33 USC § 1251, et seq

The following provision applies to all contracts and lower-tier contracts that exceed \$150,000.

CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT

2 CFR § 200, Appendix II (E); 2 CFR § 5.5(b); 40 USC § 3702; 40 USC § 3704

The following provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND ANTI-KICKBACK ACT – Not applicable

2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5

A10 DAVIS-BACON REQUIREMENTS – Not applicable

2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147

A11 DEBARMENT AND SUSPENSION (NON-PROCUREMENT)

2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

The following provision applies to contracts for covered transactions, which are defined in 2 CFR Part 180 (Subpart B). AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000.

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISES

49 CFR Part 26

Contract Assurance (49 CFR § 26.13). The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or

- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29). The prime Contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime Contractor receives from the Sponsor. The prime Contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Sponsor. This clause applies to both DBE and non-DBE subcontractors.

A13 DISTRACTED DRIVING

Executive Order 13513; DOT Order 3902.10

The following provision is required for AIP funded contracts that exceed the micro purchase threshold of 2 CFR § 200.320 (currently set at \$10,000).

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

2 CFR § 200, Appendix II(K); 2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

A15 DRUG FREE WORKPLACE REQUIREMENTS –Not applicable

49 CFR Part 32; Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended)

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

2 CFR 200, Appendix II(C); 41 CFR § 60-1.4; 41 CFR § 60-4.3; Executive Order 11246

The following provision applies to contracts or subcontracts when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

Equal Opportunity Clause

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay

or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

EEO Specification

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;

d. "Minority" includes:

- (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
- (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR Part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or

more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR Part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

29 USC § 201, et seq; 2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance with the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

31 USC §1352 - Byrd Anti-Lobbying Amendment; 2 CFR Part 200 Appendix II(I); 49 CFR Part 20, Appendix A

The following provision applies to contracts of \$100,000 or more.

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

A19 PROHIBITION OF SEGREGATED FACILITIES

2 CFR Part 200, Appendix II(C); 41 CFR Part 60-1

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247; 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- a) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- b) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS – Not applicable

2 CFR Part 200, Appendix II(F); 37 CFR Part 401

A23 SEISMIC SAFETY

49 CFR Part 41

The following provision applies to professional services contracts involved in the construction of new buildings or structural addition to existing buildings.

PROFESSIONAL SERVICE AGREEMENTS FOR DESIGN: SEISMIC SAFETY

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts; DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

- a) The applicant represents that it is () is not (✓) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is () is not (✓) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency’s SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A25 TERMINATION OF CONTRACT

2 CFR § 200 Appendix II (B); FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
 2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
 3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A26 TRADE RESTRICTION CERTIFICATION

49 USC §50104; 49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A27 VETERAN'S PREFERENCE

49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A28 CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS

2 CFR § 200.322; 2 CFR Part 200, APPENDIX II(L)

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

New Kent County Board of Supervisors
 P O Box 150, 12007 Courthouse Circle
 New Kent, VA 23124

AGENDA ITEM REQUEST
 (TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
 THE MEETING)

Meeting Date: 5/6/2024

Refunds

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	REFUND - CR Phillips Electrical Contractors, Inc. - BP#19612-2024 - \$100.87
Issue	
Recommendation	Approval
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

CONSENT AGENDA
REFUND REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

Reason for refund	Contractor canceled permit - BP#19612-2024		
Refund Amount	\$100.87		
Name and complete mailing address for refund recipient	CR Phillips Electrical Contractors, Inc. 10996 Leadbetter Rd. Ashland, VA 23005		
Line item identification and breakdown	Elect - \$134.50 (Minus 25% Administrative Fee) Surcharge - \$2.69 (non-refundable)		
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Date of Request:	4/2/2024		

ATTACHMENTS:

Description	Type
REFUND - CR Phillips Electrical Contractors 19612 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/4/2024 - 12:05 PM
Administration	Hathaway, Rodney	Approved	4/4/2024 - 12:06 PM
Attorney	Everard, Joshua	Approved	4/10/2024 - 10:23 AM

CONSENT AGENDA REFUND REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date

Reason for refund

Refund Amount

Name and complete mailing address for refund recipient

Line item identification and breakdown

For Refunds Requested by the Commissioner of Revenue

I certify this to be a complete, full, true and exact request for refund. Certified this _____ day of _____, 20____.

Signature of Commissioner of Revenue, his deputy or other designated official

Request prepared by: Telephone

Date of Request

For Clerk's Use: Approval date by Board: _____	Admin: _____	REVIEWS	Attorney _____
	Finance: _____		

Print Form

CR PHILLIPS

Electrical Contractors, Inc.

10996 Leadbetter Road
Ashland, Virginia 23005
Office Phone: (804) 800-5746
Fax: (804) 798-7724

March 22, 2024

We need to cancel the following electrical permits as we are no longer doing these jobs. Please let me know if you need anything further. If we can receive a refund, that would be wonderful.

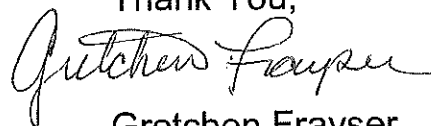
Permit# ELEC-019859-2024 5870 Ginger Dr.
Permit# ELEC-019860-2024 5872 Ginger Dr.
Permit# ELEC-019861-2024 5874 Ginger Dr.
Permit# ELEC-019862-2024 5876 Ginger Dr.

NO INSPECT
↓

Permit# ELEC-019630-2024 5884 Ginger Dr.
Permit# ELEC-019631-2024 5886 Ginger Dr.
Permit# ELEC-019632-2024 5888 Ginger Dr.
Permit# ELEC-019634-2024 5890 Ginger Dr.
Permit# ELEC-019635-2024 5892 Ginger Dr.

Permit# ELEC-019611-2024 5836 Ginger Dr.
Permit# ELEC-019612-2024 5838 Ginger Dr.
Permit# ELEC-019610-2024 5840 Ginger Dr.

Thank You,



Gretchen Frayser
CR Phillips Electrical Contractors, Inc.



County of New Kent

P.O. Box 150
12007 Courthouse Circle
New Kent, VA 23124

PERMIT NUMBER
ELEC-019612-2024
Issue Date: 02/08/2024

VUSBC: USBC 2018
Use: R-5

Permit Type: Electrical (Residential)

Work Class: New

GPIN	Site Address	District
H17-2956-3681	5838 Ginger Dr Lot 29, Providence Forge	4

Owner Information	Mechanics Lien Agent	Contractor Information
Name: KENTLAND DEV A17, A18, A19 LLC Address: 7643 Fullerton Rd SPRINGFIELD, VA 22153 Phone: (703) 863-2724	Name: Address: Phone:	Name: CR PHILLIPS ELECTRICAL CONTR Address: 10996 Leadbetter Rd ASHLAND, VA 23005 Phone: (804) 798-8853 Lic No: 2705054166 Issue Date: Lic Exp: 1/31/2026

Project Description
200 AMP

Zone Code	Firm Zone
PUD, PUD	X

Nature of Work
NEW SINGLE FAMILY DWELLING (TOWNHOME) 1924SF / 3BED 2.5BATH (THE CAROLINE)

Signature of Approving Official

Date: 02/08/2024

PER SEC. 110.6 OF THE VUSBC, ANY PERMIT ISSUED EXPIRES SIX (6) MONTHS AFTER ISSUANCE IF NO INSPECTIONS HAVE BEEN MADE.

TOTAL FEES:	\$137.19
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AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

Refunds

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
<p>Subject</p>	<p>REFUND - CR Phillips Electrical Contractors, Inc. - BP#19611-2024 and BP#19610-2024 - \$192.75</p>
<p>Issue</p>	
<p>Recommendation</p>	<p>Approval</p>
<p>Fiscal Implications</p>	
<p>Policy Implications</p>	
<p>Legislative History</p>	
<p>Discussion</p>	

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

CONSENT AGENDA
REFUND REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

Reason for refund	Contractor canceled permits - BP#19611-2024 & BP#19610-2024		
Refund Amount	\$192.75		
Name and complete mailing address for refund recipient	CR Phillips Electrical Contractors, Inc. 10996 Leadbetter Rd. Ashland, VA 23005		
Line item identification and breakdown	Elect - \$128.50 (X2) (Minus 25% Administrative Fee) Surcharge - \$2.57 (X2) (non-refundable)		
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Date of Request:	4/2/2024		

ATTACHMENTS:

Description	Type
REFUND - CR Phillips Electrical Contractors 19611 and 19610 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/4/2024 - 12:14 PM
Administration	Hathaway, Rodney	Approved	4/8/2024 - 10:54 AM
Attorney	Everard, Joshua	Approved	4/10/2024 - 10:23 AM

CONSENT AGENDA REFUND REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date

May 6, 2024

Reason for refund

Contractor canceled the following permits:
19611, 19610 - 2024

Refund Amount

\$192.75

Name and complete mailing
address for refund recipient

CR Phillips Electrical Contractors, Inc
10996 Leadbetter Rd
Ashland, Va 23005

Line item identification and
breakdown

Elect - \$128.50 (X2) (Minus 25% Administrative fee)
Surcharge - \$2.57 (X2) (Non-refundable)

For Refunds Requested by the Commissioner of Revenue

I certify this to be a complete, full, true and exact request for refund. Certified this _____ day of _____, 20_____.

Signature of Commissioner of Revenue, his deputy or other designated official

Request prepared by:

Tracee Mcleod, Administrative Assistant, Building Dev

Telephone

804-966-9680

Date of Request

April 2, 2024

For Clerk's Use:

Approval date by Board: _____

Admin: _____

Finance: _____

REVIEWS

Attorney _____

Print Form

CR PHILLIPS

Electrical Contractors, Inc.

10996 Leadbetter Road
Ashland, Virginia 23005
Office Phone: (804) 800-5746
Fax: (804) 798-7724

March 22, 2024

We need to cancel the following electrical permits as we are no longer doing these jobs. Please let me know if you need anything further. If we can receive a refund, that would be wonderful.

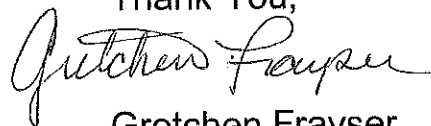
Permit# ELEC-019859-2024 5870 Ginger Dr.
Permit# ELEC-019860-2024 5872 Ginger Dr.
Permit# ELEC-019861-2024 5874 Ginger Dr.
Permit# ELEC-019862-2024 5876 Ginger Dr.

NO INSPECT
↓

Permit# ELEC-019630-2024 5884 Ginger Dr.
Permit# ELEC-019631-2024 5886 Ginger Dr.
Permit# ELEC-019632-2024 5888 Ginger Dr.
Permit# ELEC-019634-2024 5890 Ginger Dr.
Permit# ELEC-019635-2024 5892 Ginger Dr.

Permit# ELEC-019611-2024 5836 Ginger Dr.
Permit# ELEC-019612-2024 5838 Ginger Dr.
Permit# ELEC-019610-2024 5840 Ginger Dr.

Thank You,



Gretchen Frayser
CR Phillips Electrical Contractors, Inc.



County of New Kent

P.O. Box 150
 12007 Courthouse Circle
 New Kent, VA 23124

PERMIT NUMBER
ELEC-019611-2024
Issue Date: 02/08/2024

VUSBC: USBC 2018
 Use: R-5

Permit Type: Electrical (Residential)

Work Class: New

GPIN	Site Address	District
H17-2940-3660	5836 Ginger Dr Lot 28, Providence Forge	4

Owner Information	Mechanics Lien Agent	Contractor Information
Name: KENTLAND DEV A17, A18, A19 LLC Address: 7643 Fullerton Rd SPRINGFIELD, VA 22153 Phone: (703) 863-2724	Name: Address: Phone:	Name: CR PHILLIPS ELECTRICAL CONTR Address: 10996 Leadbetter Rd ASHLAND, VA 23005 Phone: (804) 798-8853 Lic No: 2705054166 Issue Date: Lic Exp: 1/31/2026

Project Description
200 AMP

Zone Code	Firm Zone
PUD, PUD	X

Nature of Work
NEW SINGLE FAMILY DWELLING (TOWNHOME) 1915SF / 3BED 2.5BATH (THE ABIGAIL)

 Signature of Approving Official

Date: 02/08/2024

PER SEC. 110.6 OF THE VUSBC, ANY PERMIT ISSUED EXPIRES SIX (6) MONTHS AFTER ISSUANCE IF NO INSPECTIONS HAVE BEEN MADE.

TOTAL FEES:	\$131.07
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County of New Kent

P.O. Box 150
 12007 Courthouse Circle
 New Kent, VA 23124

PERMIT NUMBER
ELEC-019610-2024
Issue Date: 02/08/2024

VUSBC: USBC 2018
 Use: R-5

Permit Type: Electrical (Residential)

Work Class: New

GPIN	Site Address	District
H17-2970-3714	5840 Ginger Dr Lot 30, Providence Forge	4

Owner Information	Mechanics Lien Agent	Contractor Information
Name: KENTLAND DEV A17, A18, A19 LLC Address: 7643 Fullerton Rd SPRINGFIELD, VA 22153 Phone: (703) 863-2724	Name: Address: Phone:	Name: GR PHILLIPS ELECTRICAL CONTR Address: 10996 Leadbetter Rd ASHLAND, VA 23005 Phone: (804) 798-8853 Lic No: 2705054166 Issue Date: Lic Exp: 1/31/2026

Project Description
200 AMP

Zone Code	Firm Zone
PUD, PUD	X

Nature of Work
NEW SINGLE FAMILY DWELLING (TOWNHOME) 1915SF / 3BED 2.5BATH (THE ABIGAIL)

 Signature of Approving Official

Date: 02/08/2024

PER SEC. 110.6 OF THE VUSBC, ANY PERMIT ISSUED EXPIRES SIX (6) MONTHS AFTER ISSUANCE IF NO INSPECTIONS HAVE BEEN MADE.

TOTAL FEES:	\$131.07
--------------------	-----------------

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

Refunds

Motion: "Mr.
Chairman, I move to
(not required for Consent
Agenda items)

<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>

Subject

<p>REFUND - CR Phillips Electrical Contractors, Inc. - BP#19859-2024, BP#19860-2024, BP#19861-2024, BP#19862-2024, BP#19630-2024, BP#19631-2024, BP#19632-2024, BP#19634-2024 and BP#19635-2024 - \$826.87</p>
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Issue

--

Recommendation

<p>Approval</p>

Fiscal Implications

--

Policy Implications

--

Legislative History

--

Discussion

--

Time Needed:

--

Person Appearing:

--

Request prepared by:

<p>W. Watkins, Deputy Clerk of the Board</p>

Telephone:

<p>804-966-9687</p>

Copy provided to:

--

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

CONSENT AGENDA
REFUND REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

Reason for refund	Contractor canceled permits - BP#19859-2024, BP#19860-2024, BP#19861-2024, BP#19862-2024, BP#19630-2024, BP#19631-2024, BP#19632-2024, BP#19634-2024 and BP#19635-2024		
Refund Amount	\$826.87		
Name and complete mailing address for refund recipient	CR Phillips Electrical Contractors, Inc. 10996 Leadbetter Rd. Ashland, VA 23005		
Line item identification and breakdown	Elect - \$122.50 (X9) (Minus 25% Administrative Fee) Surcharge - \$2.45 (X9) (non-refundable)		
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Date of Request:	4/2/2024		

ATTACHMENTS:

Description	Type
REFUND - CR Phillips Electrical - Various (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/4/2024 - 12:25 PM
Administration	Hathaway, Rodney	Approved	4/8/2024 - 10:55 AM
Attorney	Everard, Joshua	Approved	4/10/2024 - 10:23 AM

CONSENT AGENDA REFUND REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO THE MEETING)

Meeting Date

May 6, 2024

Reason for refund

Contractor canceled the following permits:
19859, 19860, 19861, 19862, 19630, 19631, 19632, 19634, 19635 - 2024

Refund Amount

\$826.87

Name and complete mailing
address for refund recipient

CR Phillips Electrical Contractors, Inc
10996 Leadbetter Rd
Ashland, Va 23005

Line item identification and
breakdown

Elect - \$122.50 (X9) (Minus 25% Administrative fee)
Surcharge - \$2.45 (X9) (Non-refundable)

For Refunds Requested by the Commissioner of Revenue

I certify this to be a complete, full, true and exact request for refund. Certified this _____ day of _____, 20____.

Signature of Commissioner of Revenue, his deputy or other designated official

Request prepared by:

Tracee Mcleod, Administrative Assistant, Building Dev

Telephone

804-966-9680

Date of Request

April 2, 2024

For Clerk's Use:

Approval date by Board: _____

REVIEWS

Admin: _____

Attorney _____

Finance: _____

Print Form

CR PHILLIPS

Electrical Contractors, Inc.

10996 Leadbetter Road
Ashland, Virginia 23005
Office Phone: (804) 800-5746
Fax: (804) 798-7724

March 22, 2024

We need to cancel the following electrical permits as we are no longer doing these jobs. Please let me know if you need anything further. If we can receive a refund, that would be wonderful.

Permit# ELEC-019859-2024 5870 Ginger Dr.

Permit# ELEC-019860-2024 5872 Ginger Dr.

Permit# ELEC-019861-2024 5874 Ginger Dr.

Permit# ELEC-019862-2024 5876 Ginger Dr.

NO INSPECT



Permit# ELEC-019630-2024 5884 Ginger Dr.

Permit# ELEC-019631-2024 5886 Ginger Dr.

Permit# ELEC-019632-2024 5888 Ginger Dr.

Permit# ELEC-019634-2024 5890 Ginger Dr.

Permit# ELEC-019635-2024 5892 Ginger Dr.

Permit# ELEC-019611-2024 5836 Ginger Dr.

Permit# ELEC-019612-2024 5838 Ginger Dr.

Permit# ELEC-019610-2024 5840 Ginger Dr.

Thank You,

Gretchen Frayser

CR Phillips Electrical Contractors, Inc.



County of New Kent

P.O. Box 150
12007 Courthouse Circle
New Kent, VA 23124

PERMIT NUMBER
ELEC-019859-2024
Issue Date: 03/01/2024

VUSBC: USBC 2018
Use: R-5

Permit Type: Electrical (Residential)

Work Class: New

GPIN	Site Address	District
H17-3003-3883	5870 Ginger Dr Lot 35, Providence Forge	4

Owner Information	Mechanics Lien Agent	Contractor Information
Name: KENTLAND DEV A17, A18, A19 LLC Address: 7643 Fullerton Rd SPRINGFIELD, VA 22153 Phone: (703) 863-2724	Name: Address: Phone:	Name: CR PHILLIPS ELECTRICAL CONTR Address: 10996 Leadbetter Rd ASHLAND, VA 23005 Phone: (804) 798-8853 Lic No: 2705054166 Issue Date: Lic Exp: 1/31/2026

Project Description
200 AMP

Zone Code	Firm Zone
PUD, PUD	X

Nature of Work
NEW SINGLE FAMILY DWELLING (TOWNHOME) 1621SF / 3BED 2.5BATH (THE HARRIETT - 3 STORY)

Signature of Approving Official

Date: 03/01/2024

PER SEC. 110.6 OF THE VUSBC, ANY PERMIT ISSUED EXPIRES SIX (6) MONTHS AFTER ISSUANCE IF NO INSPECTIONS HAVE BEEN MADE.

TOTAL FEES:	\$124.95
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County of New Kent

P.O. Box 150
12007 Courthouse Circle
New Kent, VA 23124

PERMIT NUMBER
ELEC-019860-2024
Issue Date: 03/01/2024

VUSBC: USBC 2018
Use: R-5

Permit Type: Electrical (Residential)

Work Class: New

GPIN	Site Address	District
H17-2999-3903	5872 Ginger Dr Lot 36, Providence Forge	4

Owner Information	Mechanics Lien Agent	Contractor Information
Name: KENTLAND DEV A17, A18, A19 LLC Address: 7643 Fullerton Rd SPRINGFIELD, VA 22153 Phone: (703) 863-2724	Name: Address: Phone:	Name: CR PHILLIPS ELECTRICAL CONTR Address: 10996 Leadbetter Rd ASHLAND, VA 23005 Phone: (804) 798-8853 Lic No: 2705054166 Issue Date: Lic Exp: 1/31/2026

Project Description
200 AMP

Zone Code	Firm Zone
PUD, PUD	X

Nature of Work
NEW SINGLE FAMILY DWELLING (TOWNHOME) 1621SF / 3BED 2.5BATH (THE HARRIETT - 3 STORY)

Signature of Approving Official

Date: 03/01/2024

PER SEC. 110.6 OF THE VUSBC, ANY PERMIT ISSUED EXPIRES SIX (6) MONTHS AFTER ISSUANCE IF NO INSPECTIONS HAVE BEEN MADE.

TOTAL FEES:	\$124.95
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County of New Kent

P.O. Box 150
12007 Courthouse Circle
New Kent, VA 23124

PERMIT NUMBER
ELEC-019861-2024
Issue Date: 03/01/2024

VUSBC: USBC 2018
Use: R-5

Permit Type: Electrical (Residential)

Work Class: New

GPIN	Site Address	District
H17-2996-3925	5874 Ginger Dr Lot 37, Providence Forge	4

Owner Information	Mechanics Lien Agent	Contractor Information
Name: KENTLAND DEV A17, A18, A19 LLC Address: 7643 Fullerton Rd SPRINGFIELD, VA 22153 Phone: (703) 863-2724	Name: Address: Phone:	Name: CR PHILLIPS ELECTRICAL CONTR Address: 10996 Leadbetter Rd ASHLAND, VA 23005 Phone: (804) 798-8853 Lic No: 2705054166 Issue Date: Lic Exp: 1/31/2026

Project Description
200 AMP

Zone Code	Firm Zone
PUD, PUD	X

Nature of Work
NEW SINGLE FAMILY DWELLING (TOWNHOME) 1621SF / 3BED 2.5BATH (THE HARRIETT - 3 STORY)

Signature of Approving Official

Date: 03/01/2024

PER SEC. 110.6 OF THE VUSBC, ANY PERMIT ISSUED EXPIRES SIX (6) MONTHS AFTER ISSUANCE IF NO INSPECTIONS HAVE BEEN MADE.

TOTAL FEES:	\$124.95
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County of New Kent

P.O. Box 150
 12007 Courthouse Circle
 New Kent, VA 23124

PERMIT NUMBER
ELEC-019862-2024
Issue Date: 03/01/2024

VUSBC: USBC 2018
 Use: R-5

Permit Type: Electrical (Residential)

Work Class: New

GPIN	Site Address	District
H17-2990-3948	5876 Ginger Dr Lot 38, Providence Forge	4

Owner Information	Mechanics Lien Agent	Contractor Information
Name: KENTLAND DEV A17, A18, A19 LLC Address: 7643 Fullerton Rd SPRINGFIELD, VA 22153 Phone: (703) 863-2724	Name: Address: Phone:	Name: CR PHILLIPS ELECTRICAL CONTR Address: 10996 Leadbetter Rd ASHLAND, VA 23005 Phone: (804) 798-8853 Lic No: 2705054166 Issue Date: Lic Exp: 1/31/2026

Project Description
200 AMP

Zone Code	Firm Zone
PUD, PUD	X

Nature of Work
NEW SINGLE FAMILY DWELLING (TOWNHOME) 1661SF / 3BED 2.5BATH (THE HARRIETT - 3 STORY)

 Signature of Approving Official

Date: 03/01/2024

PER SEC. 110.6 OF THE VUSBC, ANY PERMIT ISSUED EXPIRES SIX (6) MONTHS AFTER ISSUANCE IF NO INSPECTIONS HAVE BEEN MADE.

TOTAL FEES:	\$124.95
--------------------	-----------------



County of New Kent

P.O. Box 150
12007 Courthouse Circle
New Kent, VA 23124

PERMIT NUMBER
ELEC-019630-2024
Issue Date: 02/08/2024

VUSBC: USBC 2018
Use: R-3

Permit Type: Electrical (Residential)

Work Class: New

GPIN	Site Address	District
H17-2993-3995	5884 Ginger Dr Lot 39, Providence Forge	4

Owner Information	Mechanics Lien Agent	Contractor Information
Name: KENTLAND DEV A17, A18, A19 LLC Address: 7643 Fullerton Rd SPRINGFIELD, VA 22153 Phone: (703) 863-2724	Name: Address: Phone:	Name: CR PHILLIPS ELECTRICAL CONTR Address: 10996 Leadbetter Rd ASHLAND, VA 23005 Phone: (804) 798-8853 Lic No: 2705054166 Issue Date: Lic Exp: 1/31/2026

Project Description
200 AMP

Zone Code	Firm Zone
PUD, PUD	X

Nature of Work
NEW SINGLE FAMILY DWELLING (TOWNHOME-3 STORY) 1661SF / 3BED 2.5BATH (THE HARRIETT)

Signature of Approving Official

Date: 02/08/2024

PER SEC. 110.6 OF THE VUSBC, ANY PERMIT ISSUED EXPIRES SIX (6) MONTHS AFTER ISSUANCE IF NO INSPECTIONS HAVE BEEN MADE.

TOTAL FEES:	\$124.95
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County of New Kent

P.O. Box 150
 12007 Courthouse Circle
 New Kent, VA 23124

PERMIT NUMBER
ELEC-019631-2024
Issue Date: 02/08/2024

VUSBC: USBC 2018
 Use: R-3

Permit Type: Electrical (Residential)

Work Class: New

GPIN	Site Address	District
H17-2994-4020	5886 Ginger Dr Lot 40, Providence Forge	4

Owner Information	Mechanics Lien Agent	Contractor Information
Name: KENTLAND DEV A17, A18, A19 LLC Address: 7643 Fullerton Rd SPRINGFIELD, VA 22153 Phone: (703) 863-2724	Name: Address: Phone:	Name: CR PHILLIPS ELECTRICAL CONTR Address: 10996 Leadbetter Rd ASHLAND, VA 23005 Phone: (804) 798-8853 Lic No: 2705054166 Issue Date: Lic Exp: 1/31/2026

Project Description
200 AMP

Zone Code	Firm Zone
PUD, PUD	X

Nature of Work
NEW SINGLE FAMILY DWELLING (TOWNHOME-3 STORY) 1621SF / 3BED 2.5BATH (THE HARRIETT)

 Signature of Approving Official

Date: 02/08/2024

PER SEC. 110.6 OF THE VUSBC, ANY PERMIT ISSUED EXPIRES SIX (6) MONTHS AFTER ISSUANCE IF NO INSPECTIONS HAVE BEEN MADE.

TOTAL FEES:	\$124.95
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County of New Kent

P.O. Box 150
 12007 Courthouse Circle
 New Kent, VA 23124

PERMIT NUMBER
ELEC-019632-2024
Issue Date: 02/08/2024

VUSBC: USBC 2018
 Use: R-3

Permit Type: Electrical (Residential)

Work Class: New

GPIN	Site Address	District
H17-2995-4040	5888 Ginger Dr Lot 41, Providence Forge	4

Owner Information	Mechanics Lien Agent	Contractor Information
Name: KENTLAND DEV A17, A18, A19 LLC Address: 7643 Fullerton Rd SPRINGFIELD, VA 22153 Phone: (703) 863-2724	Name: Address: Phone:	Name: CR PHILLIPS ELECTRICAL CONTR Address: 10996 Leadbetter Rd ASHLAND, VA 23005 Phone: (804) 798-8853 Lic No: 2705054166 Issue Date: Lic Exp: 1/31/2026

Project Description
200 AMP

Zone Code	Firm Zone
PUD, PUD	X

Nature of Work
NEW SINGLE FAMILY DWELLING (TOWNHOME-3 STORY) 1621SF / 3BED 2.5BATH (THE HARRIETT)

 Signature of Approving Official

Date: 02/08/2024

PER SEC. 110.6 OF THE VUSBC, ANY PERMIT ISSUED EXPIRES SIX (6) MONTHS AFTER ISSUANCE IF NO INSPECTIONS HAVE BEEN MADE.

TOTAL FEES:	\$124.95
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County of New Kent

P.O. Box 150
12007 Courthouse Circle
New Kent, VA 23124

PERMIT NUMBER
ELEC-019634-2024
Issue Date: 02/08/2024

VUSBC: USBC 2018
Use: R-3

Permit Type: Electrical (Residential)

Work Class: New

GPIN	Site Address	District
H17-2997-4061	5890 Ginger Dr Lot 42, Providence Forge	4

Owner Information	Mechanics Lien Agent	Contractor Information
Name: KENTLAND DEV A17, A18, A19 LLC Address: 7643 Fullerton Rd SPRINGFIELD, VA 22153 Phone: (703) 863-2724	Name: Address: Phone:	Name: CR PHILLIPS ELECTRICAL CONTR Address: 10996 Leadbetter Rd ASHLAND, VA 23005 Phone: (804) 798-8853 Lic No: 2705054166 Issue Date: Lic Exp: 1/31/2026

Project Description
200 AMP

Zone Code	Firm Zone
PUD, PUD	X

Nature of Work
NEW SINGLE FAMILY DWELLING (TOWNHOME-3 STORY) 1661SF / 3BED 2.5BATH (THE HARRIETT)

Signature of Approving Official

Date: 02/08/2024

PER SEC. 110.6 OF THE VUSBC, ANY PERMIT ISSUED EXPIRES SIX (6) MONTHS AFTER ISSUANCE IF NO INSPECTIONS HAVE BEEN MADE.

TOTAL FEES:	\$124.95
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County of New Kent

P.O. Box 150
 12007 Courthouse Circle
 New Kent, VA 23124

PERMIT NUMBER
ELEC-019635-2024
Issue Date: 02/08/2024

VUSBC: USBC 2018
 Use: R-3

Permit Type: Electrical (Residential)

Work Class: New

GPIN	Site Address	District
H17-3001-4084	5892 Glinger Dr Lot 43, Providence Forge	4

Owner Information	Mechanics Lien Agent	Contractor Information
Name: KENTLAND DEV A17, A18, A19 LLC Address: 7643 Fullerton Rd SPRINGFIELD, VA 22153 Phone: (703) 863-2724	Name: Address: Phone:	Name: CR PHILLIPS ELECTRICAL CONTR Address: 10996 Leadbetter Rd ASHLAND, VA 23005 Phone: (804) 798-8853 Lic No: 2705054166 Issue Date: Lic Exp: 1/31/2026

Project Description
200 AMP

Zone Code	Firm Zone
PUD, PUD	X

Nature of Work
NEW SINGLE FAMILY DWELLING (TOWNHOME-3 STORY) 1621SF / 3BED 2.5BATH (THE HARRIETT) - SALES CENTER

 Signature of Approving Official

Date: 02/08/2024

PER SEC. 110.6 OF THE VUSBC, ANY PERMIT ISSUED EXPIRES SIX (6) MONTHS AFTER ISSUANCE IF NO INSPECTIONS HAVE BEEN MADE.

TOTAL FEES:	\$124.95
--------------------	-----------------

New Kent County Board of Supervisors
 P O Box 150, 12007 Courthouse Circle
 New Kent, VA 23124

AGENDA ITEM REQUEST
 (TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
 THE MEETING)

Meeting Date: 5/6/2024

Refunds

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	Mr. Chairman, I move to approve the request as presented and that it be made a part of the record.
Subject	REFUND - Real Estate Tax - Veteran Exemption
Issue	
Recommendation	Approval
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	Shannon McLaughlin	Telephone:	804-966-9609
Copy provided to:			

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

CONSENT AGENDA
REFUND REQUEST

(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

Reason for refund	Veteran exempt as of purchase date - 10/3/22		
Refund Amount	\$2,823.93		
Name and complete mailing address for refund recipient			
Line item identification and breakdown	100% exempt from 10/3/22 - 8/11/23. 50% exempt from date of deed change 8/11/23 - 12/31/23. 2022 - 657.07 2023 - \$2,166.86		
Request prepared by:	Shannon McLaughlin	Telephone:	804-966-9609
Date of Request:	4/8/2024		

REVIEWERS:

Department	Reviewer	Action	Date
Commissioner of Revenue	McLaughlin, Shannon	Approved	4/8/2024 - 9:56 AM
Administration	Hathaway, Rodney	Approved	4/8/2024 - 10:54 AM
Attorney	Everard, Joshua	Approved	4/10/2024 - 10:22 AM

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

Supplemental Appropriations

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
<p>Subject</p>	<p>FY24 Supplemental Appropriations</p>
<p>Issue</p>	
<p>Recommendation</p>	
<p>Fiscal Implications</p>	<ol style="list-style-type: none"> 1. Animal Shelter Donations - \$2,503. 2. Restitution - Pierre Eugene Grant Jr. (\$20), Howard Keith Jones (\$1,200) and Howard Keith Jones (\$200), \$1,420. 3. VRSA Insurance - Sheriff - Claim #02-23-57633-1-AP, DOL 4/5/2024 (\$2,654.48), Claim #02-23-57523-1-AP, DOL 3/8/2024 (\$6,425.89), Claim #02-23-55041-1-AP, DOL 11/3/2023 (\$383.23), Claim #02-23-55465-1-AP, DOL 12/1/2023 (\$601.60), Claim #02-23-56872-1-AP, DOL 3/28/2024 (\$19.95), Fire-Rescue - Claim #02-22-52470-1-AP, DOL 6/29/2023-7/17/2023 (\$16,580.50) and Public Utilities - Claim #02-23-57196-1-PR, DOL 2/26/2024-3/19/2024 (\$1,941.38), \$28,607.03. 4. Sheriff Extra Duty Private - Fiber Networks Services 2/08/2024, \$489.41. 5. Sheriff Extra Duty Schools - School HS Sports: 2/13/2024-03/01/2024 (\$1,598.60) and 01/10/2024-02/08/2024 (\$4,943.83), \$6,542.43. 6. PERP Funds - Local Only PERP - March, \$1,500. 7. Photo Speed Enforcement - Blue Line Solutions LLC, \$3,620. 8. Asset Forfeiture - Captured Media, \$1,300. 9. Interest Income for EDA Series 2022 Lease Revenue Bond - February (\$21,560.11) and March (\$21,199.06), \$42,759.17. 10. Interest Income for 2022 W&S Bond - March 2024 (\$18,120.33) and October 2023 (\$19,786.63), \$37,906.96. <p style="margin-left: 40px;">\$126,648.00 - Total (\$41,240.49) - Total In/Out - General Fund (1101) (\$1,500.00) - Total In/Out - Social Services (1201) (\$42,759.17) - Total In/Out - Debt Service (1401) (\$39,848.34) - Total In/Out - Water/Sewer (1514) (\$1,300.00) - From Fund Balance - Asset Forfeiture Sheriff (1150)</p>

Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Supplemental Appropriations for 050624 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/23/2024 - 9:02 AM
Administration	Hathaway, Rodney	Approved	4/25/2024 - 9:28 AM
Attorney	Everard, Joshua	Approved	4/29/2024 - 9:05 AM

2024-11-2

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
 From: Rebecca F. Guthrie, Director of Financial Services
 Subject: FY24 Supplemental Appropriations For Munis (May 6 BOS Meeting)
 Date: April 17, 2024

FY2023-2024

This memo is to request the following supplemental appropriations:

	Revenue	Expenditure
<u>To Appropriate Animal Shelter Donations</u>		
<i>Donations totaling \$2,503.00 received by Sheriff's Department</i>		
REVENUE:		
110918-318402 Animal Shelter Donations	\$ (2,503.00)	
EXPENDITURE:		
11351000-403190 Veterinarian Services		\$ 2,503.00
<u>To Appropriate Restitution Funds</u>		
<i>Sheriff: Pierre Eugene Grant Jr. (\$20.00); Howard Keith Jones (\$1,200.00); Howard Keith Jones (\$200.00)</i>		
REVENUE:		
110918-318501 Restitution	\$ (1,420.00)	
EXPENDITURE:		
11351000-403190 Veterinarian Services		\$ 1,420.00
<u>To Appropriate Funds Received from VRSA Insurance</u>		
<i>Sheriff - Claim #02-23-57633-1-AP, DOL 4/5/2024 (\$2,654.48)</i>		
<i>Sheriff - Claim #02-23-57523-1-AP, DOL 3/8/2024 (\$6,425.89)</i>		
<i>Sheriff - Claim #02-23-55041-1-AP, DOL 11/3/2023 (\$383.23)</i>		
<i>Sheriff - Claim #02-23-55465-1-AP, DOL 12/1/2023 (\$601.60)</i>		
<i>Sheriff - Claim #02-23-56872-1-AP, DOL 3/28/2024 (\$19.95)</i>		
<i>Fire-Rescue - Claim #02-22-52470-1-AP, DOL 6/29/2023 - 7/17/2023 (\$16,580.50)</i>		
<i>Public Utilities - Claim #02-23-57196-1-PR, DOL 2/26/2024 - 3/19/2024 (\$1,941.38)</i>		
REVENUE:		
110918-318203 Insurance Recoveries	\$ (26,665.65)	
370966-366107 Insurance Recoveries	\$ (1,941.38)	
EXPENDITURE:		
11312000-405840 Insurance Damages/Recoveries		\$ 10,085.15
11321000-405840 Insurance Damages/Recoveries		\$ 16,580.50
37910300-406051 Domestic Meter Supply		\$ 1,941.38
<u>To Appropriate Funds for Sheriff Extra Duty Private</u>		
<i>Fiber Networks Services: 02/08/2024 (\$489.41)</i>		
REVENUE:		
110919-319204 Recovered Costs - Misc.	\$ (489.41)	
EXPENDITURE:		
11312000-401304 Salaries - Supp Activities		\$ 489.41
<u>To Appropriate Funds for Sheriff Extra Duty Schools</u>		
<i>School HS Sports: 02/13/2024-03/01/2024 (\$1,598.60); 01/10/2024-02/08/2024 (\$4,943.83)</i>		
REVENUE:		
110919-319204 Recovered Costs - Misc.	\$ (6,542.43)	
EXPENDITURE:		
11312000-401320 Extra Security Detail-Schools		\$ 6,542.43

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
 From: Rebecca F. Guthrie, Director of Financial Services
 Subject: FY24 Supplemental Appropriations For Munis (May 6 BOS Meeting)
 Date: April 17, 2024

FY2023-2024

This memo is to request the following supplemental appropriations:

	Revenue	Expenditure
<u>To Appropriate PERP Funds Received</u>		
<i>Local Only PERP: March (\$1,500.00)</i>		
REVENUE:		
250919-319204 Recoverd Cost Misc.	\$ (1,500.00)	
EXPENDITURE:		
25532100-400703 Local Only PERP		\$ 1,500.00
<u>To Appropriate Photo Speed Enforcement Funds</u>		
<i>Blue Line Solutions LLC (\$3,620.00)</i>		
REVENUE:		
110401-314105 Photo Speed Enforcement	\$ (3,620.00)	
EXPENDITURE:		
11312000-406019 Photo Speed Enforcement Supply		\$ 3,620.00
<u>To Appropriate Asset Forfeiture Funds</u>		
<i>Captured Media (\$1,300.00)</i>		
REVENUE:		
210948-348102 Estimated Fund Balance Used	\$ (1,300.00)	
EXPENDITURE:		
21312000-408001 Machinery & Equipment		\$ 1,300.00
<u>To Appropriate Interest Income for EDA Series 2022 Lease Revenue Bond</u>		
<i>February (\$21,560.11); March (\$21,199.06)</i>		
REVENUE:		
310501-315107 Interest on Bond Proceeds	\$ (42,759.17)	
EXPENDITURE:		
31680000-458010 Historic School Campus-Renov		\$ 24,981.21
31380000-438015 Animal Shelter		\$ 17,777.96
<u>To Appropriate Interest Income for 2022 W&S Bond</u>		
<i>March 2024 (\$18,120.33); October 2023 (\$19,786.63)</i>		
REVENUE:		
370961-361101 Interest on Investments	\$ (37,906.96)	
EXPENDITURE:		
37940000-408642 Solids Stabilization Dewatering		\$ 37,906.96
	\$ (126,648.00)	\$ 126,648.00
	\$ 126,648.00	Total
	\$ (41,240.49)	Total In/Out - General Fund (1101)
	\$ (1,500.00)	Total In/Out - Social Services (1201)
	\$ (42,759.17)	Total In/Out - Debt Service (1401)
	\$ (39,848.34)	Total In/Out - Water/Sewer (1514)
	\$ (1,300.00)	From Fund Balance - Asset Forfeiture Sheriff (1150)
	0.00	<i>Check</i>

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Rebecca F. Guthrie, Director of Financial Services
Subject: FY24 Supplemental Appropriations For Munis (May 6 BOS Meeting)
Date: April 17, 2024

FY2023-2024

This memo is to request the following supplemental appropriations:

Revenue

Expenditure

cc:

The Honorable Lee Bailey, Sheriff
Joey McLaughlin III, Chief Deputy - New Kent County Sheriff's Office
Nancy Lindsey, Finance Manager
April Davidson, Secretary to the Sheriff
Richard Opett, Fire Chief
Lisa Baber, Deputy Fire Chief
Ellen Browne, Administrative Assistant
Mike Lang, Public Utilities Director
Harold Jones, Assistant Public Utilities Director
Jennifer Ronk, Billing Specialist
Becky Wells, Public Utilities Administrative Assistant
Rodney Hathaway, County Administrator
Matt Smolnik, Assistant County Administrator
Wanda Watkins, Deputy Clerk of the Board
Krista Eutsey, Public Relations Specialist
Amanda Stanger, Executive Assistant to the County Administrator
Suzanne Grable, Social Services Director
Dana Boothe, Administrative Services Manager
Kendra Howard, Administrative Program Assistant I

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

Interdepartmental Budget Transfers

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
<p>Subject</p>	<p>FY24 Interdepartmental Budget Transfer</p>
<p>Issue</p>	
<p>Recommendation</p>	
<p>Fiscal Implications</p>	<ol style="list-style-type: none"> 1. Administration: From Reserved for Contingency to Welcome Signs & Signage, \$15,000. 2. School Board: From Appropriation of Funds from Prior Years to School Buses, \$211,760. 3. School Board: From Appropriation of Funds from Prior Years to Transportation Facility Renovation, \$15,000. 4. School Board: From Appropriation of Funds from Prior Years to Middle School Improvements, \$10,000. 5. School Board: From Appropriation of Funds from Prior Years to GWES HVAC Replacement, \$20,000. 6. General Services: From New Courthouse HVAC to County Facility Rehab Projects, \$20,000
<p>Policy Implications</p>	
<p>Legislative History</p>	
<p>Discussion</p>	

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Budget Transfers for 050624 (PDF)	Cover Memo
Budget Transfer for 050624 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/22/2024 - 4:31 PM
Administration	Hathaway, Rodney	Approved	4/23/2024 - 7:31 AM
Attorney	Everard, Joshua	Approved	4/23/2024 - 9:24 AM

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT	PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND			
2024	10	67 04/09/2024	RFG-24	C202410	BUA BT-ADMIN	1	3			
1	11914000	409301		RESERVED FOR CONTINGENCY	RESERVED FOR CONTINGENCY		62,754.00	-15,000.00	47,754.00	
	1101.000.	491400.000.	49.	491.000.000.409301.	TRANS ADDTL FUNDS FOR SIGNAGE	04/09/2024				
2	31180000	418141		CIP GENERAL ADMINISTRATION	COUNTY WELCOME SIGNS & SIGNAGE		60,000.00	15,000.00	75,000.00	
	1302.000.	418000.000.	49.	494.000.000.418141.	TRANS ADDTL FUNDS FOR SIGNAGE	04/09/2024				
3	11931000	409211		TRANSFERS TO OTHER FUNDS	TRANS TO CAPITAL FUND 1302		10,216,231.00	15,000.00	10,231,231.00	
	1101.000.	493100.000.	49.	493.000.000.409211.	TRANS ADDTL FUNDS FOR SIGNAGE	04/09/2024				
4	310949	349201		TRANSFERS	TRANS FROM GENERAL		-11,614,624.76	-15,000.00	-11,629,624.76	
	1302.000.	394900.000.	00.	000.000.000.349201.	TRANS ADDTL FUNDS FOR SIGNAGE	04/09/2024				
** JOURNAL TOTAL								0.00		

** Needs to be approved by BOS *
will go to BOS at may regular meeting*

2024-10-171

BUDGET TRANSFER FORM

ACCOUNTING PERIOD:

March FY24

BATCH # 2024-10
REF # 171

FUNDS COMING FROM (CREDIT)			FUNDS GOING TO (DEBIT)		
Account Number	Account Description	Amount	Account Number	Account Description	Amount
31690000-468220	Appropriation of Funds from Prior Years	\$ 10,000.00	31690000-468040	Middle School Improvements	\$ 10,000.00
		\$ 10,000.00			\$ 10,000.00

Explanation for transfer:

Demo of trophy cases in the Middle School cafeteria.

PREPARE'S INITIALS _____ DATE _____

FOR FINANCE OFFICE USE ONLY

CHECKED FOR FUNDS: RG 4/17/24
ENTERED: KLC 4/18/24
POSTED: _____

DEPARTMENT: SBO
DEPT HEAD SIGNATURE: Hypie Morgan
DATE: 4/18/24

COUNTY ADMINISTRATOR APPROVAL: [Signature] 4/17/24

BUDGET TRANSFER FORM

ACCOUNTING PERIOD:
 March FY24

BATCH # 2024-10
 REF # 172

FUNDS COMING FROM (CREDIT)			FUNDS GOING TO (DEBIT)		
Account Number	Account Description	Amount	Account Number	Account Description	Amount
31690000-468220	Appropriation of Funds from Prior Years	\$ 20,000.00	31690000-468415	GWES HVAC REPLACEMENT	\$ 20,000.00
		\$ 20,000.00			\$ 20,000.00

Explanation for transfer:

Funds are being requested for installation of the HVAC unit in the Annex building.

PREPARE'S INITIALS _____ DATE _____

FOR FINANCE OFFICE USE ONLY

CHECKED FOR FUNDS: RG 4/17/24

ENTERED: KLC 4/18/24

POSTED: _____

DEPARTMENT: SBO


DEPT HEAD SIGNATURE: Hypnicc maghan

DATE: 4/12/24

COUNTY ADMINISTRATOR APPROVAL: _____

BUDGET AMENDMENTS JOURNAL ENTRY PROOF

LN	ORG	OBJECT PROJ	ORG DESCRIPTION	ACCOUNT DESCRIPTION	EFF DATE	PREV BUDGET	BUDGET CHANGE	AMENDED BUDGET	ERR
YEAR-PER	JOURNAL	EFF-DATE	REF 1	REF 2	SRC JNL-DESC	ENTITY	AMEND		
2024	10	214 04/24/2024	CAW-24	C202410	BUA BT-GENSERV	1	1		
1	31480000	448010	CIP PUBLIC WORKS	NEW COURTHOUSE-HVAC		130,821.03	-20,000.00	110,821.03	
	1302.000	.448000.000	.49.494.000.000.448010.	TRANS REPAIR RCC HVAC		04/24/2024			
2	31180000	418050	CIP GENERAL ADMINISTRATION	COUNTY FACILITY REHAB PROJECTS		145,238.38	20,000.00	165,238.38	
	1302.000	.418000.000	.49.494.000.000.418050.	TRANS ADDTL FUNDS RCC HVAC		04/24/2024			
** JOURNAL TOTAL							0.00		

checked for funds: Reg 4/24/24
CA approval:  4/24/24

★ REQUIRES BOS APPROVAL ★

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

Treasurer's Report

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the Consent Agenda as presented and that it be made a part of the record. or I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:
Subject	Treasurer's Report - March 2024
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	Cash as of March 31, 2024, \$112,543,307.58 including escrow funds.

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Treasurer's Report - March 2024 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/17/2024 - 9:31 AM
Administration	Hathaway, Rodney	Approved	4/22/2024 - 8:13 AM
Attorney	Everard, Joshua	Approved	4/22/2024 - 8:35 AM



Treasurer's Office
Cash Report
 As of March 31, 2024

Cash Account Balance (total per statements)	44,706,447.67
<u>Investments</u> (per statements)	
C&F - Certificates of Deposit	8,102,447.29 General Operations
Local Government Investment Pool	4,524.09
Virginia Investment Pool	48,749,125.32
Primis - Money Market + ICS	10,609,874.16
Total Investments	67,465,970.86
Total Cash and Investments	112,172,418.53
Escrow Accounts (Soil and Erosion)	370,889.05
Total Cash in Bank	112,543,307.58 <i>including escrow funds</i>

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

SPECIAL PRESENTATIONS

Motion: "Mr.
Chairman, I move to
(not required for Consent
Agenda items)

--

Subject

Girl Scout Gold Award Recognition - Clara Rosalee DiLandro - District 3 Supervisor Amy Pearson

Issue

--

Recommendation

--

Fiscal Implications

--

Policy Implications

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Legislative History

The Board approved a proclamation as a part of tonight's Consent Agenda recognizing Clara Rosalee DiLandro for having successfully completed all requirements for the Girl Scout Gold Award. This proclamation is sponsored by District 3 Supervisor, Amy M. Pearson.

Discussion

- Clara Rosalee DiLandro - Girl Scout Troop #5318 - installed twelve machines providing free feminine hygiene products in New Kent County schools.

Time Needed:

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Person Appearing:

District 3 Supervisor Amy Pearson

Request prepared by:

W. Watkins, Deputy Clerk of the Board
--

Telephone:

804-966-9687

Copy provided to:

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ATTACHMENTS:

Description	Type
Gold Award Proclamation - Clara DiLandro (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/22/2024 - 3:35 PM
Administration	Hathaway, Rodney	Approved	4/23/2024 - 7:31 AM
Attorney	Everard, Joshua	Approved	4/23/2024 - 9:33 AM

PROCLAMATION

GIRL SCOUT GOLD AWARD RECIPIENT CLARA ROSALEE DILANDRO

WHEREAS, Clara Rosalee DiLandro, daughter of Eric and Kimberly DiLandro, a member of New Kent Girl Scout Troop #5318 and a student at New Kent High School, was recognized on March 11, 2024 by the Girl Scout Commonwealth Council of Virginia, for successfully completing all requirements for the Girl Scout Gold Award; and

WHEREAS, we commend Clara who has distinguished herself by earning the Gold Award, the highest level of achievement in the Girl Scouts of the USA, which is earned by less than 6% of eligible girls in GSUSA; and

WHEREAS, friends, family and the community have supported her on her attainment of the Gold Award and recognize the faithful and steady path she has taken within the Scouting organization; and

WHEREAS, we further commend Clara who, for her Gold Award project, installed twelve machines to provide free feminine hygiene products to the students of New Kent Middle School and New Kent High School; and

WHEREAS, scouting has been an integral part of the New Kent County community for many years and a positive influence on our youth and Girl Scout Troop #5318 and Clara Rosalee DiLandro most particularly, embody the spirit of scouting in America; and

WHEREAS, Clara is committed to the ideals and creed of the Girl Scouts, and has shown dedication in her pursuits in achieving the Gold Award and should be considered as an example of one of New Kent's community-minded and goal-oriented young women;

NOW THEREFORE BE IT PROCLAIMED THAT the New Kent County Board of Supervisors, on this 6th day of May, 2024, does hereby recognize and congratulate CLARA ROSALEE DILANDRO, GIRL SCOUT GOLD AWARD RECIPIENT, for this significant life achievement, thanks her for the time and effort spent to better herself and the community, and wishes her well in all of her future endeavors.

Attest:

Rodney A. Hathaway, Clerk of the Board

Thomas W. Evelyn, Board Chair

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

PRESENTATIONS

Motion: "Mr.
Chairman, I move to
(not required for Consent
Agenda items)

--

Subject

Recognizing May 2024 as Older Americans Month in New Kent County - *Senior Connections Representatives and District Two Supervisor John Moyer*

Issue

Senior Connections and The Capital Area Agency on Aging requested a proclamation recognizing May 2024 as Older Americans Month in New Kent County.

Recommendation

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Fiscal Implications

--

Policy Implications

--

Legislative History

Older Americans Month has been observed nationally since 1963, and serves as a time to celebrate the strength and vitality of older adults and to highlight the important role they play in our community.

Discussion

The Board adopted the requested proclamation as a part of tonight's consent agenda. District 2 Supervisor John Moyer is the sponsor.

Time Needed:

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Person Appearing:

--

Request prepared by:

W. Watkins, Deputy Clerk of the Board

Telephone:

804-966-9687

Copy provided to:

--

ATTACHMENTS:

Description	Type
Older Americans Month 2024 Proclamation (PDF)	Cover Memo

REVIEWERS:

Department Clerk	Reviewer	Action	Date
	Watkins, Wanda	Approved	4/29/2024 - 2:34 PM

PROCLAMATION MAY 2024 OLDER AMERICANS MONTH

WHEREAS, New Kent includes a growing number of older Americans who contribute their strength, wisdom and experience to our community; and

WHEREAS, communities benefit when people of all ages, abilities and backgrounds are welcomed, included and supported; and

WHEREAS, New Kent recognizes our need to create a community that provides the services and supports the need of older Americans to thrive and live independently for as long as possible; and

WHEREAS, New Kent can work to build an even better community for our older residents by:

- Planning programs that encourage independence.
- Exploring the many positive aspects of aging.
- Ensuring activities are responsive to individual needs and preferences.
- Increasing access to services that support aging in place.

NOW, THEREFORE, BE IT PROCLAIMED that on this 6th day of May, 2024, the New Kent County Board of Supervisors does proclaim the month of May as Older Americans Month and urges every resident to recognize the contributions of our older citizens, help to create an inclusive society and join efforts to support older Americans' choices about how they age in their communities.

Attest:

Rodney A. Hathaway, Clerk of the Board

Thomas W. Evelyn, Board Chair



AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

PRESENTATIONS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	Resolution R-13-24
Subject	Consider Exception Request of RRMM Architects to Section 98-1069 (a) (4) of the New Kent County Ordinance for the Fire Station #6 Apparatus Bay Doors to Face Route 60 - Kenneth Vaughan Jr. Zoning Administrator
Issue	Consider the exception request of RRMM Architects to Section 98-1069 (a) (4) of the New Kent County Ordinance for the Fire Station #6 apparatus bay doors to face Route 60.
Recommendation	The Planning Commission considered this request at their meeting on April 15 and voted 9:0:1 to forward a favorable recommendation.
Fiscal Implications	n/a
Policy Implications	n/a
Legislative History	n/a
Discussion	Consider the exception request of RRMM Architects to Section 98-1069 (a) (4) of the New Kent County Ordinance for the Fire Station #6 apparatus bay doors to face Route 60.

Time Needed:	10 minutes	Person Appearing:	Kenneth Vaughan Jr. Zoning Administrator
Request prepared by:	Kenneth Vaughan Jr., Zoning Administrator	Telephone:	966-9689
Copy provided to:			

ATTACHMENTS:

Description	Type
BOS memo	Cover Memo
Application	Backup Material
Rendering	Backup Material
PC Resolution	Backup Material
Article XXVIII	Backup Material
BOS Resolution R-13-24	Resolution Letter

REVIEWERS:

Department	Reviewer	Action	Date
Planning & Zoning	Inman, Amy	Approved	4/23/2024 - 8:36 AM
Administration	Hathaway, Rodney	Approved	4/25/2024 - 9:28 AM
Attorney	Everard, Joshua	Approved	4/29/2024 - 9:04 AM



MEMORANDUM

DATE: May 6, 2024

TO: New Kent County Board of Supervisors

FROM: Kenneth H. Vaughan, Jr. Zoning Administrator

SUBJECT: Consideration of exception request from Section 98-1069(a)(4) of the New Kent Zoning Ordinance

REQUEST

Consider the exception request of RRMM Architects to Section 98-1069 (a)(4) of the New Kent County Zoning Ordinance for the Fire Station #6 apparatus bay doors that will be facing Route 60.

BACKGROUND

On June 13, 2022, the New Kent County Board of Supervisors approved the Commerce Corridor Overlay Regulations to steer the aesthetics of commercial development along the county's primary highways corridors. Sec. 98-1069. Architectural, development and signage standards for all non-residential uses. (4) Large work area doors or open bays shall not open toward or face the public right of way. Any request for an exception to the design standards may be granted by the Board of Supervisors following a recommendation from the Planning Commission.

This is needed to reduce response time on emergency calls, and due to the location and shape of the site, these doors were strategically placed to give direct access to Route 60. RRMM Architects have designed the façade to incorporate the apparatus bay doors into the aesthetic of the building.

Submitted architectural rendering of how Fire House number 6 will look from Route 60.

PLANNING COMMISSION ACTION

The Planning Commission considered this exception request at their meeting on April 15, 2024 and voted 9:0:1 to forward a favorable recommendation to the Board of Supervisors.

Attachments:

- Letter from Applicant, Mr. Brian W. Wolf Architect/Sr. Associate RRMM Architects
- Section 98-1069(a)(4)
- Architectural rendering
- Resolution PC- 04-24
- BOS Resolution R-13-24



March 20, 2024

Attn: Mr. Kenneth H. Vaughan, Zoning Administrator
New Kent County
12007 Courthouse Circle
New Kent, VA 23124
Office: 804.966.9690

HAMPTON ROADS
1317 EXECUTIVE BLVD
SUITE 200
CHESAPEAKE, VA 23320
T: 757.622.2828

CENTRAL VIRGINIA
CANAL CROSSING
115 S. 15TH ST
SUITE 202
RICHMOND, VA 23219
T: 804.277.8987

SOUTHWEST VIRGINIA
28 CHURCH AVE SW
ROANOKE, VA 24011
T: 540.344.1212

NORTHERN VIRGINIA
2700 S. QUINCY ST
SUITE 300
ARLINGTON, VA 22206
T: 703.998.0101

MARYLAND
1 RESEARCH COURT
SUITE 450
ROCKVILLE, MD 20850
T: 240.403.4101

NORTH CAROLINA
3737 GLENWOOD AVE
SUITE 100
RALEIGH, NC 27612
T: 919.827.0151

NEW KENT COUNTY – NEW FIRE STATION #6

COMMERCE CORRIDOR OVERLAY REGULATION WAIVER

Dear Mr. Vaughan,

Our team would like to request the following waiver to Sec. 98-1069 of the Commerce Corridor Overlay Regulations regarding the new Fire Station #6, located in Bottoms Bridge.

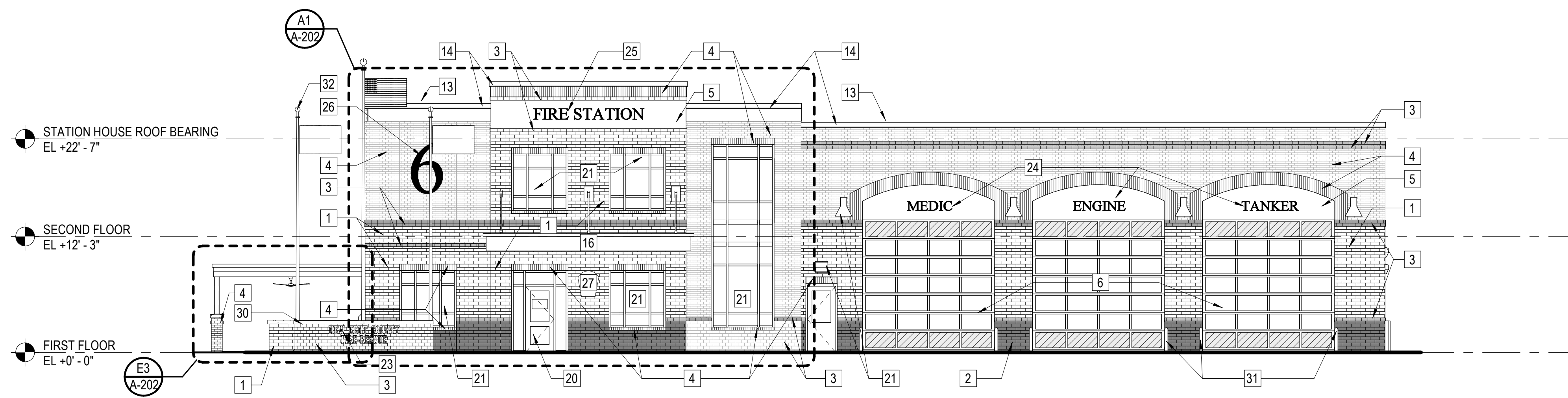
Sec. 98-1069 (a)(4): We would like to request a waiver for Sec. 98-1069 (a)(4) for the Fire Station apparatus bay doors that will be facing Route 60. These will be large doors that will open from the apparatus bay towards route 60. It is important to reduce response time on emergency calls, and due to the location and shape of the site, these doors were strategically placed to give direct access to Route 60. We have designed the façade to incorporate the apparatus bay doors into the aesthetic of the building.

Please let us know if you have any questions or concerns about these requested waivers.

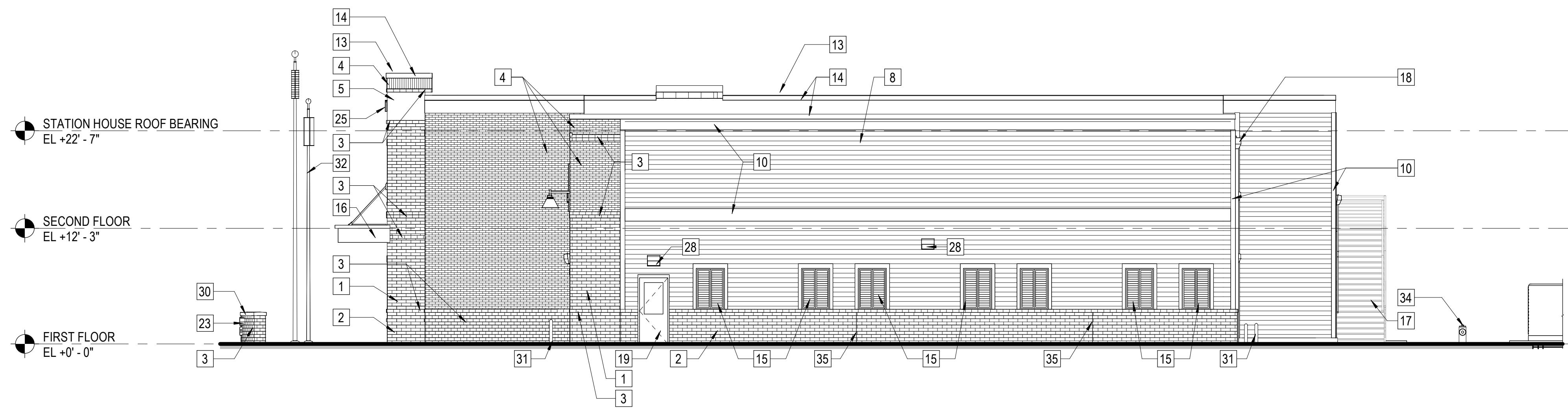
Sincerely,

RRMM ARCHITECTS, P.C.

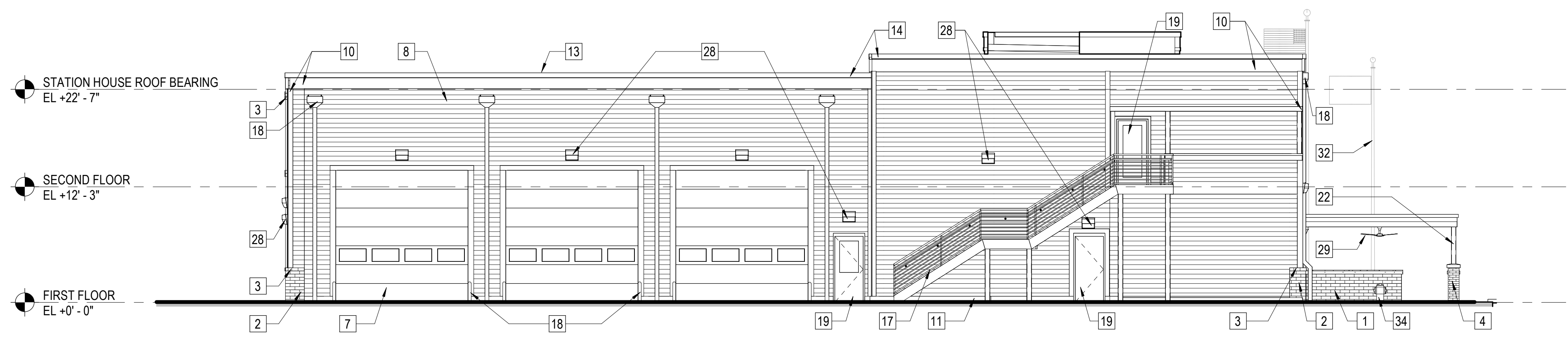
Brian W. Wolf, Architect / Sr. Associate
Municipal & Public Safety Design Studio



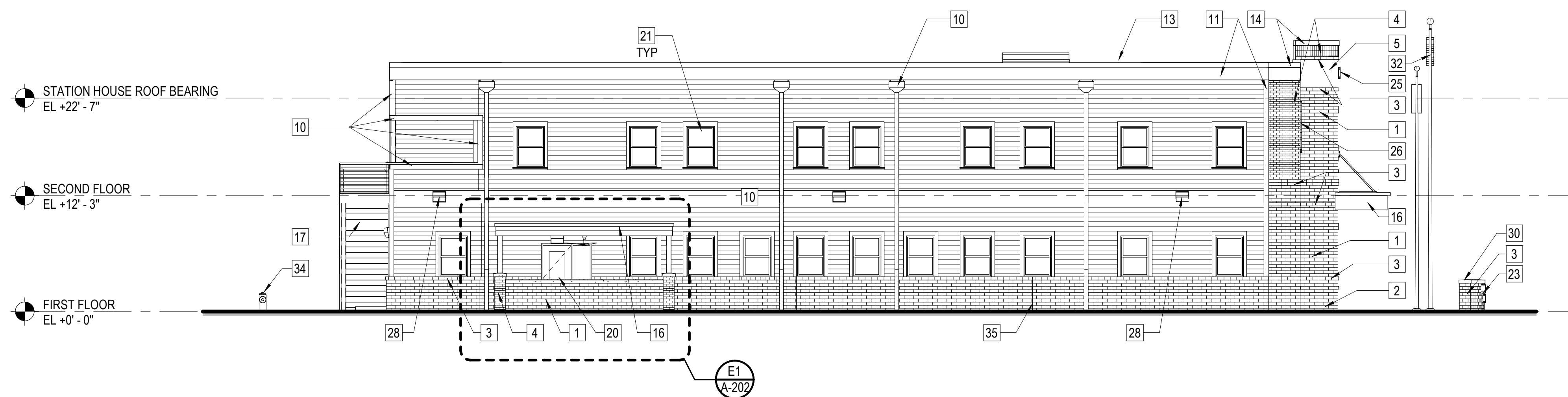
NORTH ELEVATION
 D1
 A-201 SCALE: 1/8" = 1'-0" A-101



WEST ELEVATION
 C1
 A-201 SCALE: 1/8" = 1'-0" A-101



SOUTH ELEVATION
 B1
 A-201 SCALE: 1/8" = 1'-0" A-101



EAST ELEVATION
 A1
 A-201 SCALE: 1/8" = 1'-0"

KEY NOTES - ELEVATIONS

- 1 PROVIDE BRICK VENEER, BRICK TYPE 1
- 2 PROVIDE BRICK VENEER, BRICK TYPE 2
- 3 PROVIDE BRICK VENEER, BRICK TYPE 3
- 4 PROVIDE BRICK VENEER, BRICK TYPE 4
- 5 PROVIDE BRICK VENEER, BRICK TYPE 4 - FLUSH STRUCK JOINTS
- 6 PROVIDE 14'-0" X 14'-0" INSULATED PREFABRICATED HIGH LIFT OVER HEAD SECTIONAL DOOR SYSTEM WITH SOLID PREFINISHED PANELS AND GLAZING, TYPE OHD1
- 7 PROVIDE 14'-0" X 14'-0" INSULATED PREFABRICATED HIGH LIFT OVER HEAD SECTIONAL DOOR SYSTEM WITH SOLID PREFINISHED PANELS AND GLAZING, TYPE OHD2
- 8 PROVIDE PREFABRICATED FIBER CEMENT LAP SIDING SYSTEM - PREFINISHED, TYPE SD1
- 9 EXTERIOR PAINT - BLACK, TYPE EXPT1
- 10 PROVIDE PREFABRICATED FIBER CEMENT TRIM SYSTEM - PREFINISHED, TYPE SD2
- 11 PROVIDE PREFABRICATED FIBER CEMENT SKIRT SYSTEM - PREFINISHED, TYPE SD2
- 12 PROVIDE 1X4 AND 1X6 PREFABRICATED TRIM AT WINDOW JAMBS AND WINDOW HEADS - PREFINISHED
- 13 PROVIDE PREFINISHED METAL ROOF ASSEMBLY SYSTEM BY PRE-ENGINEERED METAL BUILDING MANUFACTURER
- 14 PROVIDE PREFINISHED METAL ROOF COPING SYSTEM
- 15 FAUX SHUTTER SYSTEM
- 16 PROVIDE PREFINISHED PREFABRICATED METAL CANOPY SYSTEM
- 17 PROVIDE PREFINISHED PREFABRICATED METAL STAIR SYSTEM
- 18 PROVIDE PREFINISHED METAL GUTTER AND DOWNSPOUT
- 19 PROVIDE EXTERIOR GRADE DOOR AND FRAME SYSTEM (PAINTED)
- 20 PROVIDE PREFINISHED ALUMINUM STOREFRONT DOOR AND WINDOW SYSTEM
- 21 PROVIDE INSULATED GLASS AND WINDOW SYSTEM
- 22 PROVIDE FABRICATED TEXTURED COMPOSITE COLUMN AND BEAM WRAP SYSTEM
- 23 PREFINISHED 6" HIGH ALUMINUM DIMENSIONAL LETTER SIGNAGE SYSTEM, SHOWN FOR GENERAL ILLUSTRATIVE PURPOSES (ACTUAL SIGN NAME - TBD) ON STANDOFF SYSTEM
- 24 PREFINISHED 12" HIGH ALUMINUM DIMENSIONAL LETTER SIGNAGE SYSTEM, SHOWN FOR GENERAL ILLUSTRATIVE PURPOSES (ACTUAL SIGN NAME - TBD)
- 25 PREFINISHED 16" HIGH ALUMINUM DIMENSIONAL LETTER SIGNAGE SYSTEM, SHOWN FOR GENERAL ILLUSTRATIVE PURPOSES (ACTUAL SIGN NAME - TBD)
- 26 PREFINISHED 64" HIGH ALUMINUM DIMENSIONAL LETTER SIGNAGE SYSTEM, SHOWN FOR GENERAL ILLUSTRATIVE PURPOSES (ACTUAL SIGN NAME - TBD)
- 27 PREFINISHED ALUM SIGNAGE SYSTEM (OWNER FURNISHED / OWNER INSTALLED), SHOWN FOR GENERAL ILLUSTRATIVE PURPOSES
- 28 PROVIDE PREFINISHED COMMERCIAL GRADE LED LIGHT FIXTURE (WALL MOUNTED SYSTEM)
- 29 CEILING FAN, REFERENCE ELECTRICAL DRAWINGS
- 30 PROVIDE STONE CAP
- 31 PROVIDE 4" DIAMETER GALVANIZED CONCRETE FILLED STEEL BOLLARD WITH CONCRETE RADIUS TOP - PAINTED
- 32 PROVIDE (1) 30'-0" AND (2) 25'-0" HIGH FLAG POLE SYSTEMS WITH LED LIGHTING AT BASE. POLE SHALL BE DESIGNED TO DISPLAY A 48" X 72" FLAG AND SUSTAIN A WIND LOAD OF MINIMUM 134 MPH
- 33 PROVIDE EXTERIOR CONDENSING UNITS AS REQUIRED, BASED ON QUANTITY AND SIZING REQUIRED TO MEET THE BASIC ENERGY CODE COMPLIANCE REQUIREMENTS, AND AS SPECIFIED IN THE RFP
- 34 PROVIDE FIRE HYDRANT
- 35 3/8" CONTROL JOINT AT BRICK VENEER, TYPICAL AT 25'-0" OC

EXTERIOR FINISH LEGEND

SYMBOL	DESCRIPTION / BASIS OF DESIGN
BRICK TYPE 1	BRICK MANUFACTURER: TAYLOR CLAY PRODUCTS, INC. BRICK SIZE: UTILITY STYLE / COLOR: SMOOTH GRAY 119 MORTAR TYPE / COLOR: WR2380
BRICK TYPE 2	BRICK MANUFACTURER: TAYLOR CLAY PRODUCTS, INC. BRICK SIZE: UTILITY STYLE / COLOR: ROCKFACE GRAY 623 MORTAR TYPE / COLOR: WR2380
BRICK TYPE 3	BRICK MANUFACTURER: TAYLOR CLAY PRODUCTS, INC. BRICK SIZE: UTILITY STYLE / COLOR: ROCKFACE CREAM 6118 MORTAR TYPE / COLOR: WR2380
BRICK TYPE 4	BRICK MANUFACTURER: TAYLOR CLAY PRODUCTS, INC. BRICK SIZE: MODULAR STYLE / COLOR: SMOOTH CREAM 1118 MORTAR TYPE / COLOR: WR2380
OHD1	MANUFACTURER: CLOPAY STYLE / COLOR: SECTIONAL / RED - RAL 3003 (SELECTED BY OWNER)
OHD2	MANUFACTURER: CLOPAY STYLE / COLOR: SECTIONAL / WHITE (SELECTED BY OWNER)
SD1	SIDING MANUFACTURER: JAMES HARDIE SIZE: 8-1/4" WITH 7" EXPOSURE STYLE / COLOR: SELECT CEDARMILL / COBBLE STONE
SD2	SIDING MANUFACTURER: JAMES HARDIE SIZE: REFERENCE ELEVATIONS STYLE / COLOR: 5/4 NT3 SMOOTH TRIM BOARD / ARCTIC WHITE
EXPT1	PAINT MANUFACTURER: SHERWIN WILLIAMS STYLE / COLOR: SEMI GLOSS / BLACK

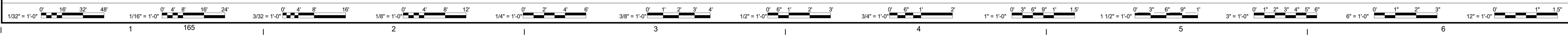
PROJECT: NEW KENT COUNTY NEW FIRE HOUSE NO. 6
 POCAHONTAS TRAIL NEW KENT COUNTY, VIRGINIA
 DRAWING: EXTERIOR ELEVATIONS
 SHEET: A-201

DATE: 02.15.23
 PROJECT: 23197-00
 DESIGNED: BWW
 DRAWN: MAH
 CHECKED: MFA

Brinkmann
 ARCHITECTS, PC
 1317 Executive Blvd, Suite 200
 Chesapeake, Virginia 23320
 (757)622-2828

NOT FOR CONSTRUCTION

3/12/2024 10:45:43 AM Autodesk Docs/23197-00-NKC Fire Station 623197-00-024-NKC Fire Station No.6 Two Story - ARCH.rvt



**PLANNING COMMISSION
COUNTY OF NEW KENT
VIRGINIA**

PC-04-24

At the regular meeting of the Planning Commission of the County of New Kent, in the Boardroom of the Administration Building in New Kent, Virginia, on the 15th day of April, 2024:

<u>Present:</u>	<u>Vote:</u>
Laura Rose	Aye
Marc Bennett	Aye
Joanne Schmit	Absent
Milton Hathaway	Aye
Tammy Johnson	Aye
Gary Larochelle	Aye
Jacob Dombroski	Aye
Joseph Davis	Aye
Curtisa Thomas	Aye
Patricia Townsend	Aye
John Moyer	Abstain

Motion was made by Patty Townsend, which carried 9:0:1, to adopt the following resolution:

**A RESOLUTION TO RECOMMEND APPROVAL OF
AN EXCEPTION TO SECTION 98-1069 (a)(4) BY RRMM ARCHITECTS, TO ALLOW FOR FIRE
STATION APPARATUS BAY DOORS THAT WILL FACE ROUTE 60 FOR
FIRE STATION #6 IN BOTTOMS BRIDGE
TAX MAP# 19-41C GPIN: K04-2783-0224**

WHEREAS, RRMM Architects has submitted a "Request for exception to Section 98-1069 (a)(4) of the New Kent County Code" dated March 20, 2024; and

WHEREAS, said request is to allow for the construction Fire Station apparatus bay doors that will be facing Route 60.; and

WHEREAS, the New Kent County Planning Commission has evaluated the waiver request and finds that approval of the request would address, protect, and promote public convenience, necessity, general welfare, and good zoning practices in the County:

THEREFORE, BE IT RESOLVED this, the 15th day of April, 2024, by the New Kent County Planning Commission that the exception request submitted by RRMM Architects be forward to the New Kent County Board of Supervisors with a recommendation for approval.

Attested:



V. Marc Bennett, Chair
New Kent County Planning Commission

ARTICLE XXVIII. COMMERCE CORRIDOR OVERLAY REGULATIONS¹

Sec. 98-1066. Intent of article.

The intent of the Commerce Corridor Overlay District (CCOD) is to protect the aesthetic and visual character of land, public health, safety, and welfare by managing growth within the county's primary highway corridors. Specifically, this article is designed to:

- (a) Ensure the continued viability of New Kent's primary corridors as economic development tools.
- (b) Maintain the transportation safety of such corridors by managing access and visibility.
- (c) Ensure the long term transportation efficiency of such corridors, which carry high volumes of commuter, and tourist traffic.
- (d) Enhance the visual quality of such corridors, which, as points of entry into New Kent County, convey lasting impressions to residents and tourists.

(Ord. No. O-07-15, 7-6-2015; Ord. No. O-09-22, 6-13-2022)

Sec. 98-1067. District boundaries.

The Commerce Corridor Overlay District (CCOD) shall include all lands within 500 feet on each side of the following arterial rights-of-way:

- (a) New Kent Highway—State Route 249/30 (New Kent Highway from the intersection at State Route 60 (Pocahontas Trail) to the James City County boundary.
- (b) Pocahontas Trail—State Route 60 (Pocahontas Trail) from the Henrico County boundary line to the James City County Boundary Line.
- (c) Emmaus Church Road—State Route 106 (Emmaus Church Road) from Interstate I-64 Exit 211 south to Continental Can Road.
- (d) Courthouse Road—State Route 155 (Courthouse Road) from its intersection with State Route 249 (New Kent Highway) to the Charles City County boundary line.
- (e) Eltham Road—State Route 33 (Eltham Road) from Interstate I-64 Exit 220 to the Pamunkey River.

The Commerce Corridor Overlay District shall be shown on the official New Kent County zoning map and shall be delineated as a surveyed line on any property proposed for development.

(Ord. No. O-07-15, 7-6-2015; Ord. No. O-09-22, 6-13-2022)

¹Editor's note(s)—Ord. No. O-09-22, adopted June 13, 2022, renamed art. XXVIII from "Bottoms Bridge Corridor Overlay Regulations" to "Commerce Corridor Overlay Regulations."

Sec. 98-1068. Application of article.

The requirements of this article shall be applicable to all development and redevelopment within the Commerce Corridor Overlay District requiring subdivision approval in accordance with chapter 91 of this Code, or a site plan prepared in accordance with article XXII of this chapter. In instances when a site plan is required for the expansion of an existing structure or use on a property, the zoning administrator shall determine if the provisions of this article are applicable. The requirements listed in this article are in addition to the requirements listed in the underlying zoning district article of this Code. Where multiple or conflicting regulations exist, the more strict regulation shall apply.

(Ord. No. O-07-15, 7-6-2015; Ord. No. O-09-22, 6-13-2022)

Sec. 98-1069. Architectural, development and signage standards for all non-residential uses.

The compatible relationship of architecture along highways within the Commerce Corridor Overlay District is of critical concern for any structure or site improvements. The purpose and intent of these architectural guidelines and development standards is not to stifle innovative architecture or development, but to assure respect for and to reduce incompatible and adverse impacts on the visual experience from the rights-of-way.

- (a) The architectural design of structures and their materials and colors shall be visually harmonious with the overall appearance, history, and cultural heritage of New Kent County, with natural landforms and existing vegetation. Specific consideration shall be given to compatibility with adjacent properties where such projects demonstrate the county's character. Design and architectural features shall demonstrate consistency with the following provisions:
 - (1) Stucco, natural wood siding, brick, stone, decorative block, neutral colored cementitious siding or other materials with similar texture and appearance are considered appropriate to county character and shall be provided on the main building facades. Nationally recognized and/or trademarked colors, logos, pictures or similar type features may be permitted on the building facades, awnings or other complimentary architectural features with the approval of the zoning administrator. Vinyl siding, flat or corrugated metal and concrete block shall not be used for exterior siding material on any building, except that vinyl siding may be used as trim material. The exterior covering material shall extend to the ground, except that when a solid brick or masonry perimeter foundation is used, exterior covering material need not extend below the top of the foundation.
 - (2) No building facade (whether front, side or rear) will consist of architectural materials inferior in quality, appearance, or detail to any other facade of the same building. The intent of this requirement is not to preclude the use of different materials on different buildings' facades (which would be acceptable if representative of good architectural design), but rather to preclude the use of inferior materials on sides which face adjoining property and thus, might adversely impact existing or future development causing a substantial depreciation of property values.
 - (3) Not less than 16 percent of the total area of any facade visible from a public right-of-way (excluding work areas) shall consist of windows and doors.
 - (4) Large work area doors or open bays shall not open toward or face the public right-of-way.
 - (5) Heating, ventilating, and air conditioning equipment, duct work, air compressors and other fixed operating machinery shall be either screened from view with either a solid wall, solid fence or landscaping or located so that such items are not visible from the public right-of-way. Utility meters, aboveground tanks, satellite dishes, antennas, etc., shall be similarly treated.

-
- (6) The exterior of the foundation walls shall be of brick or masonry construction, except when the exterior wall material extends to the ground in accordance with subsection 98-1069(a)(1).
 - (7) Fencing along the public right-of-way is discouraged, but if used, such fencing shall be landscaped to minimize visibility from the public right-of-way or be of a style which is harmonious with the rural, agricultural and historical character of the county. Chain link fences shall be prohibited.
 - (8) All loading spaces shall be located within the side or rear yards.
 - (9) Outside storage of equipment, materials, or supplies if permitted in the underlying district, shall be permitted only in the side or rear yards and shall be screened from view from the public right-of-way with fencing or landscaping.
 - (10) All parking areas shall be paved with concrete or asphalt, or other similar material. Traditional curb and gutter systems (or alternative equivalents as approved by the county) shall be used around and within all such parking areas.
 - (11) Large trash receptacles, dumpsters and recycling bins, must be completely screened from view from the public right-of-way and any adjoining lot with a solid wall or solid fencing constructed with the building elevation materials referenced in subsection 98-1069(a)(1).
 - (12) A pedestrian way (sidewalk) of no less than five feet of clear and unimpeded area shall be provided across the frontage of the property in all areas designated as Village in the New Kent County Comprehensive Plan. All pedestrian ways must adjoin one another or connect.
- (b) *Signage.* Notwithstanding the requirements of article V, division 8 of this chapter, all development proposed in the Commerce Corridor Overlay District shall be subject to the following additional requirements pertaining to signage:
- (1) A comprehensive uniform sign plan shall be submitted to the county for approval in conjunction with the site plan submittal. All signs for a proposed development shall be of uniform size, color and design. The plan shall show the size, location, and uniform design for all signage proposed for the development.
 - (2) No roof signs shall be permitted, unless it can be demonstrated to the zoning administrator that a façade sign is not possible due to the design of the building. In these instances, a roof sign shall be allowed provided that no portion of the sign extends over or above the ridge line of the roof on which it is located. Roof signs shall be limited to a maximum of ten percent of the roof area on which it is located, or 200 square feet, whichever is less.
 - (3) Individual uses not located in a shopping center, office building or complex shall be subject to the following additional requirements regarding signage:
 - a. The total area for any free-standing sign shall not exceed 50 square feet;
 - b. The maximum height for any free-standing sign shall not exceed eight feet.
 - (4) Shopping centers, and office buildings or complexes that contain multiple businesses or tenants shall be subject to the following additional requirements regarding free-standing signs:
 - a. The total area for any free-standing sign shall not exceed 120 square feet;
 - b. The maximum height for any free-standing sign shall not exceed 16 feet or the height of the principal building, whichever is less.

(Ord. No. O-07-15, 7-6-2015; Ord. No. O-09-22, 6-13-2022)

Sec. 98-1070. Process for approval of development.

A site plan shall be submitted for all development in the Commerce Corridor Overlay District. Such site plan shall comply with all relevant requirements established by the zoning, subdivision and other development ordinances in the County Code. Architectural plans containing building views from existing and proposed streets rendered in color with shadows shall be part of the submission.

In addition to showing the parcel or parcels proposed for development, the site plan shall also show all existing development and utility infrastructure within 250 feet of the proposal for the purpose of documenting interconnections and designs of streets, driveways, pedestrian ways, parking, and uses.

In reviewing individual site or subdivision plans within the CCOD, the zoning administrator shall consider the purposes and intent of the CCOD and the underlying designation contained in the comprehensive plan and shall make specific findings in support of the action taken. Plats and plans, upon approval, may be executed in any reasonable phased approach that provides for a rational extension of public infrastructure to serve the phases.

(Ord. No. O-07-15, 7-6-2015; Ord. No. O-09-22, 6-13-2022)

Sec. 98-1071. Exceptions to additional development requirements.

Exceptions to the development requirements and standards specified in this article may be granted by the board of supervisors following a recommendation by the planning commission in accordance with the procedures set out in this section. The applicant for such exception shall provide the zoning administrator a letter stating their justification for the exception request to the standards of this article along with accompanying documentation including, but not limited to, proposed site design layout, architectural renderings, or signage plans. Upon receipt of all items deemed necessary by the zoning administrator, he shall prepare a staff report for the planning commission and board of supervisors for their review and consideration. Upon approval of an exception to the standards outlined in this article by the board of supervisors, the zoning administrator shall determine that that the approved development plan or plat is consistent with the board of supervisors' approval.

An exception may be granted if the board of supervisors make the following findings:

- (a) That the exception is reasonably necessary due to physical constraints of the site, such as size, shape, topography, soils, or arrangement of existing improvements, that prevent construction in accordance with applicable standards without compromising the intent of this article, and that the exception is the minimum departure from applicable standards necessary to provide relief;
- (b) That an exception would not unreasonably lower the level of service on affected roads;
- (c) That the design and location of proposed on-site improvements are compatible with existing developed sites contiguous with and near to the site of the proposed development;
- (d) That the granting of the exception will not substantially affect adversely the use of adjacent and neighboring property;
- (e) That the granting of the exception will avoid the unnecessary replacement of existing landscaping and other improvements on site, if applicable, and will not result in unsafe circulation patterns on site; and
- (f) That the granting of the exception will not endanger the public safety, or in any other respect impair the health, safety, comfort, and welfare of the inhabitants of the county.

(Ord. No. O-07-15, 7-6-2015; Ord. No. O-09-22, 6-13-2022)

**BOARD OF SUPERVISORS
COUNTY OF NEW KENT
VIRGINIA**

R-13-24

At the regular meeting of the Board of Supervisors of the County of New Kent, in the Boardroom of the Administration Building in New Kent, Virginia, on the 6th day of May, 2024:

Present:

Thomas W. Evelyn
John P. Moyer
Amy M. Pearson
Ron Stiers
Jordan T. Stewart

Vote:

Motion was made by _____, which carried ___, to adopt the following resolution:

**A RESOLUTION TO APPROVE
AN EXCEPTION TO SECTION 98-1069 (a) (4) OF THE
NEW KENT COUNTY CODE BY RRMM ARCHITECTS, TO ALLOW
FOR FIRE STATION APPARATUS BAY DOORS
THAT WILL FACE ROUTE 60 FOR FIRE STATION #6
IN BOTTOMS BRIDGE
TAX MAP 19-41C GPIN: K04-2783-0224**

WHEREAS, RRMM Architects has submitted a "Request for exception to Section 98-1069 (a) (4) of the New Kent County Code" dated March 20, 2024; and

WHEREAS, said request is to allow for the construction of Fire Station apparatus bay doors that will be facing Route 60; and

WHEREAS, said request was considered by the New Kent County Planning Commission (the "Planning Commission") in accordance with applicable procedures at their meeting on April 15, 2024, where they voted 9:0:1 to forward a recommendation of approval to the Board of Supervisors; and

WHEREAS, the Board of Supervisors finds that approval of this waiver request would address, protect, and promote public convenience, necessity, general welfare, and good zoning practices in the County; and

NOW THEREFORE, BE IT RESOLVED that on this, the 6th day of May, 2024, by the New Kent County Board of Supervisors, that the exception request submitted by RRMM Architects be approved; and

BE IT FURTHER RESOLVED, that the County Administrator be, and he is hereby, directed to have a fully executed copy of this Resolution recorded upon the Land Records of the County in the office of the Clerk of the Circuit Court.

Attest:

Rodney A. Hathaway
County Administrator

Thomas W. Evelyn
Chair

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

PRESENTATIONS

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p style="text-align: center;">_____ Resolution R-12-24 requesting Virginia Department of Transportation Economic Development Access Program Funds for the design of adequate roadway improvements to New Kent City Center.</p>
<p>Subject</p>	<p>New Kent County/Virginia Department of Transportation Economic Development Access Program Funding Request - Planning Director Amy Inman</p>
<p>Issue</p>	<p>Property within New Kent City Center is expected to be the site of new private capital investment in land, building and manufacturing equipment. The existing public road network does not provide adequate access making an access road improvement project necessary.</p> <p>The VDOT Economic Access Program may provide up to a maximum of \$500,000 for a project and required matching funding up to \$150,000 from New Kent for estimated project costs over \$500,000, up to \$800,000.</p>
<p>Recommendation</p>	<p>Approval</p>
<p>Fiscal Implications</p>	<p>New Kent will be required to provide a surety or bond, acceptable to and payable to the Virginia Department of Transportation, in the full amount of the project allocation, prior to the Department of Transportation's authorization of Economic Development Access funds. Surety will be released upon final site plan approval.</p> <p>It will also be possible to get up to \$2 million for road construction through a TPOF (Transportation Partnership Opportunity Fund) grant. TPOF funding was previously used to build the AutoZone road.</p>
<p>Policy Implications</p>	
<p>Legislative History</p>	
<p>Discussion</p>	<p>The map provided depicts approximately 600 acres (outline in red) to be impacted by this project.</p>

Time Needed:	5 minutes	Person Appearing:	Planning Director Amy Inman
Request prepared by:	Wanda F Watkins	Telephone:	804-966-9687
Copy provided			

to:

ATTACHMENTS:

Description	Type
Resolution R-12-24 (PDF)	Resolution Letter
Virginia Economic Development Partnership Letter of Support (PDF)	Backup Material
Map of Impacted Area (PDF)	Backup Material

REVIEWERS:

Department	Reviewer	Action	Date
Planning & Zoning	Inman, Amy	Approved	4/24/2024 - 8:34 AM
Administration	Hathaway, Rodney	Approved	4/25/2024 - 9:28 AM
Attorney	Everard, Joshua	Approved	4/29/2024 - 9:15 AM

**BOARD OF SUPERVISORS
COUNTY OF NEW KENT
VIRGINIA**

R-12-24

At the regular meeting of the Board of Supervisors of the County of New Kent, in the Boardroom of the Administration Building in New Kent, Virginia, on the 6th day of May, 2024:

Present:

Vote:

John Moyer
Amy Pearson
Ronald P. Stiers
Jordan Stewart
Thomas W. Evelyn

Motion was made by _____, which carried ____:____, to adopt the following resolution:

**RESOLUTION REQUESTING
ECONOMIC DEVELOPMENT ACCESS FUNDS**

WHEREAS, the New Kent County Board of Supervisors desires to pursue Economic Development Access funding for roadway improvements to New Kent City Center in New Kent County; and

WHEREAS, property within New Kent City Center is expected to be the site of new private capital investment in land, building, and manufacturing equipment; and

WHEREAS, the existing public road network does not provide for adequate access and an access road improvement project is necessary; and

WHEREAS, the County of New Kent hereby guarantees that the necessary environmental analysis, mitigation, fee simple rights-of-way and utility relocations or adjustments, if necessary, for this project will be provided at no cost to the Economic Development, Airport and Rail Access Fund; and

WHEREAS, the County of New Kent acknowledges that no land disturbance activities may occur within the limits of the proposed access project prior to appropriate notification from the Department of Transportation as a condition of the use of the Economic Development, Airport and Rail Access Fund; and

WHEREAS, the County of New Kent hereby acknowledges that the Virginia Department of Transportation's Economic Development Access (EDA) Program may provide up

to a maximum of \$500,000 for a project and requires matching funding, up to \$150,000, from the County of New Kent for estimated eligible project costs over \$500,000, up to \$800,000; and

WHEREAS, the County of New Kent hereby guarantees that financing of all ineligible project costs, project costs exceeding the EDA Program project allocation, EDA Program required locality matching funds, if applicable, will be provided from sources other than those administered by the Virginia Department of Transportation;

NOW, THEREFORE, BE IT RESOLVED, that the New Kent County Board of Supervisors hereby requests the Virginia Department of Transportation provide Economic Development Access Program funding for the design of adequate roadway improvements to New Kent City Center; and

BE IT FURTHER RESOLVED, that the County of New Kent hereby agrees to provide a surety or bond, acceptable to and payable to the Virginia Department of Transportation, in the full amount of the project allocation, prior to the Department of Transportation's authorization of Economic Development Access funds; and

BE IT FURTHER RESOLVED, that the County Administrator and/or his/her designee(s) be authorized to act on behalf of the Board of Supervisors to execute any and all documents necessary to secure funding in the maximum amount eligible under the Economic Development Access Program.

Adopted this 6th day of May, 2024.

Rodney A. Hathaway
County Administrator

Thomas W. Evelyn
Board Chair



February 6, 2024

Mr. Matthew Smolnik
Assistant County Administrator
County of New Kent
12007 Courthouse Circle
New Kent, Virginia 23124

Dear Mr. Smolnik:

The Virginia Economic Development Partnership (VEDP) characterizes the New Kent City Center property as a Major Employment and Investment (MEI) project site. The property, with 600 total acres, has multiple parcels capable of supporting a high-impact regional economic development project with capital investment of at least \$250 million and creating more than 400 full-time jobs.

The New Kent City Center property can support the development of more than two million square feet of industrial space. In addition, this development will provide additional business to the Port of Virginia.

VEDP supports New Kent County's request for funding through the Virginia Department of Transportation (VDOT) Economic Development Access (EDA) Program.

If you have any questions about our support, please contact me.

Sincerely,

DocuSigned by:

66EAD16B57FF4C6...
Jason El Koubi
President and CEO



CITY CENTER SITE
NEW KENT, VA - SCHEMATIC BUILDOUT ANALYSIS

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

PRESENTATIONS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve the addition of property identified as tax map parcel 31-18-2A located on Business Park Road to the County's Virginia Health Department Sewage Pump and Haul Permit. I further authorize the County Administrator to enter into a pump and haul agreement with Central VA Sports Park, LLC owner of the referenced address in a format approved by the County Attorney.
Subject	Sewage Pump and Haul Request from Central VA Sports Park LLC - <i>County Administrator Rodney Hathaway</i>
Issue	Request from Central VA Sports Park, LLC, owner of approximately 3.5 acres of land located on Business Park Road to be added to the County's VA Health Department Sewage Pump and Haul Permit.
Recommendation	The Director of Public Utilities and County Administrator recommend adoption of the proposed motion.
Fiscal Implications	The proposed request will incur no additional cost to the County.
Policy Implications	Section 38-74 of the New Kent County Code guides the process for this request.
Legislative History	Shirley Construction has been selected as the contractor for the I-64 widening project and has submitted a site plan to the County for a temporary construction office and lay down yard. A pump and haul permit will be required for the treatment of sewage, therefore Shirley Construction has submitted a request to the Public Utilities Director to be included on the County's VA Health Department Pump and Haul Permit.
Discussion	Central VA Sports Park, LLC owns approximately 3.5 acres on Business Park Road located off of State Route 106. Central VA Sports Park, LLC has entered into a lease agreement with Shirley Construction for the operation of a construction office and equipment and material lay down yard for the I-64 widening project. Sewage pump and haul operations that are expected to exceed one year in duration are subject to the provisions of Chapter 38-74 of the New Kent County Code requiring such operation to be added to the County's VA Health Department Pump and Haul Permit.

Time Needed:	10 minutes	Person Appearing:	Rodney Hathaway, County Administrator
Request prepared by:	Rodney Hathaway, County Administrator	Telephone:	(804) 966-9683

Copy provided to:

C. Michael Lang, Public Utilities Director
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ATTACHMENTS:

Description	Type
County Code Section 38-74	Cover Memo
Public Utilities Director's Determination	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	4/26/2024 - 10:35 AM
Administration	Hathaway, Rodney	Approved	4/26/2024 - 10:35 AM
Attorney	Everard, Joshua	Approved	4/29/2024 - 9:17 AM

Sec. 38-74. Pump and haul wastewater disposal.

- (a) Whenever the director of public utilities determines, in his sole discretion, that the wastewater generated by any commercial, residential, or other facility can only be practically disposed of by pumping and hauling such material, as described by the Sewage Handling and Disposal Regulations promulgated by the Virginia State Board of Health, and that the duration of use of such disposal method shall exceed one year, he shall reduce such a finding to writing and forward same to the county administrator, with a copy to the county health director, or his designee.
- (b) The county administrator shall present the declaration described in subsection (a), above, to the board of supervisors, which shall determine whether or not the facility shall be included in the list of such facilities described in the county's general permit for pump and haul with the state health commissioner.
- (c) In the event the board of supervisors determines that a facility should be added to the general permit, it shall determine the terms and conditions upon which such addition shall occur, and it shall direct the county attorney to prepare a contract with the owner of such facility specifying such terms and conditions. No facility shall be added to the general permit until such contract, signed by the owner, shall be delivered to the county administrator in recordable form for his signature on behalf of the board. At a minimum, such contract shall provide:
 - (1) That the term of the contract and placement on the general permit shall not exceed two years, but additional two-year terms may be authorized by the board under such terms and conditions as it may direct.
 - (2) That surety for the performance of the contract may be required by the board in an amount to be determined by the director and in a form approved by the county attorney.
 - (3) That, in the event a county-owned wastewater line shall become available to such facility, as "available" is defined by Chapter 38 of this Code, the owner shall forthwith connect the facility to such line with all possible diligence, thereby terminating the contract and the placement on the general permit.
 - (4) That the contract may be terminated and the facility removed from the general permit on 30 days written notice by the board.
- (d) Any person, firm, or corporation who utilizes the "pump and haul" method of sewage disposal without benefit of the contract and general permit described in this section, or without benefit of an emergency pump and haul permit issued by the county health director, or his designee, shall be found in violation of this chapter.

(Ord. No. O-05-11(R1), 4-11-2011)

NOTICE

Project ID: SP-523-2024

Project Name: I-64 Gravel Laydown Yard – Shirley Contractors

Date: April 25, 2024

It is my determination that “Pump & Haul” is the only practical method of sanitary wastewater disposal for the proposed project, and the duration of the operation will most likely exceed one year.

Per County Code Chapter 38-74, a written agreement between the owner and the Board of Supervisors is required.



C. Michael Lang, PG

Director of Public Utilities

New Kent County, VA

PO Box 130, New Kent, VA 23124

Phone: 804-966-9678

cmlang@newkent-va.us

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

PUBLIC HEARINGS

Motion: "Mr.
Chairman, I move to
(not required for Consent
Agenda items)

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Subject

PUBLIC HEARING - Proposed Amendments to Appendix A - Fees of the New Kent County Code - Public Utilities - County Administrator Rodney Hathaway

Issue

--

Recommendation

No action is requested at this time.

Fiscal Implications

--

Policy Implications

--

Legislative History

--

Discussion

--

Time Needed:

--

Person Appearing:

Rodney A. Hathaway, County Administrator
--

Request prepared by:

W. Watkins, Deputy Clerk of the Board
--

Telephone:

804-966-9687

Copy provided to:

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ATTACHMENTS:

Description	Type
Proposed FY25 Fee/Rate Changes for Public Utilities (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/22/2024 - 8:25 AM
Administration	Hathaway, Rodney	Approved	4/22/2024 - 8:32 AM
Attorney	Everard, Joshua	Approved	4/22/2024 - 8:52 AM

NOTICE OF PUBLIC HEARING

PROPOSED PUBLIC UTILITY RATE AND FEE INCREASES

Notice is hereby given that the New Kent County Board of Supervisors will hold a public hearing on Monday, May 6, 2024, at 7:00 p.m. or as soon thereafter as possible, in the Boardroom of the Administration Building located at 12007 Courthouse Circle, New Kent, Virginia to consider the following increases in water and sewer rates and fees. The new rates and fees will be effective July 1, 2024 if adopted by the Board of Supervisors.

Under the authority granted in §§ 15.2-2143 and 15.2-2119 of the Code of Virginia, an Ordinance to amend Appendix A Fees of the New Kent County Code to increase or amend utility rates and fees as below set forth:

Water Volume Fees (Including Irrigation)		
	FY24 Current Base Fee	FY25 Proposed Base Fee
Minimum Usage	0—6,000 Gallons	0—6,000 Gallons
5/8" and 3/4" meter minimum usage charge	\$ 47.61	\$ 49.51
1" meter minimum usage charge	\$ 89.02	\$ 92.58
1½" meter minimum usage charge	\$ 187.61	\$ 195.11
2" meter minimum usage charge	\$ 281.93	\$ 293.21
3" meter minimum usage charge	\$ 491.82	\$ 511.49
4" meter minimum usage charge	\$ 787.55	\$ 819.05
6" meter minimum usage charge	\$ 1,574.01	\$ 1,636.97
8"-10" meter minimum usage charge	\$ 2,813.58	\$ 2,926.12
Number of billings per year: 6		
Number of gallons for minimum usage charge	6,000 or less	6,000 or less
Plus charges per 1,000 gallons over minimum usage for total water consumption (domestic and irrigation):		
Usage 6,001—12,000 gallons	\$ 7.15	\$ 7.44
Usage 12,001—18,000 gallons	\$ 7.79	\$ 8.10
Usage 18,001 + gallons	\$ 8.17	\$ 8.50
Sewer Volume Fees		
	FY24 Current Base Fee	FY25 Proposed Base Fee
Minimum Usage	0—6,000 Gallons	0—6,000 Gallons
5/8" and 3/4" meter minimum usage charge	\$ 66.15	\$ 68.80
1" meter minimum usage charge	\$ 155.81	\$ 162.04
1½" meter minimum usage charge	\$ 304.20	\$ 316.37
2" meter minimum usage charge	\$ 526.80	\$ 547.87
3" meter minimum usage charge	\$ 1,053.56	\$ 1,095.70
4" meter minimum usage charge	\$ 1,712.21	\$ 1,780.70
6" meter minimum usage charge	\$ 3,505.20	\$ 3,645.41
8"-10" meter minimum usage charge	\$ 7,186.37	\$ 7,473.82
Number of billings per year: 6		
Number of gallons for minimum usage charge	6,000 or Less	6,000 or Less
Plus charges per 1,000 gallons over minimum usage for all size meters:		
Usage 6,001—12,000 gallons	\$ 9.91	\$ 10.31
Usage 12,001—18,000 gallons	\$ 10.74	\$ 11.17
Usage 18,001 + gallons	\$ 11.32	\$ 11.77
Reclaimed water fee		
Per 1,000 gallons	\$ 0.89	\$ 0.93
Other Fee Changes		
Domestic Meter Installation		
Size of meter		
1.5"	\$ 1,400.00	\$ 1,650.00
2"	\$ 1,650.00	\$ 1,750.00
Other fee changes		
GIS Minimum Fee	\$ -	\$ 250.00

All interested persons may appear and present their views at the above time and place. If a member of the public cannot attend, comments may be submitted by mail to P. O. Box 150, New Kent, VA 23124; by fax to (804) 966-9370, or by email to bos@newkent-va.us. Comments received by 12 noon on the day of the hearing will be distributed to Board members and made a part of the public record. A complete copy of the proposed ordinance and documentation for the proposed new fees may be viewed in the Office of the County Administrator at 12007 Courthouse Circle, New Kent, VA 23124, during regular business hours. Anyone needing assistance or accommodation under the provisions of the Americans with Disabilities Act should call the County Administrator's Office at (804) 966-9687.

**BY ORDER OF THE NEW KENT COUNTY
BOARD OF SUPERVISORS
RODNEY A. HATHAWAY, CLERK OF THE BOARD**

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

PUBLIC HEARINGS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	No action is requested at this time. Adoption will be scheduled for May 29, 2024.
Subject	PUBLIC HEARING: Proposed FY25 New Kent County General Government Budget - County Administrator Rodney Hathaway
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	County Administrator Rodney Hathaway
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
FY25 Genera Fund Budget (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/22/2024 - 8:17 AM
Administration	Hathaway, Rodney	Approved	4/22/2024 - 8:32 AM
Attorney	Everard, Joshua	Approved	4/22/2024 - 8:56 AM

NOTICE OF PUBLIC HEARING

COUNTY OF NEW KENT

PROPOSED BUDGET - GENERAL GOVERNMENT

FOR THE FISCAL YEAR ENDING JUNE 30, 2025

Pursuant to Section 15.2-2506, Code of Virginia, 1950, as amended, the Board of Supervisors of New Kent County, Virginia will hold a Public Hearing on Monday, May 6, 2024 at 7:00 P.M. or as soon thereafter as possible, in the Boardroom of the Administration Building located at 12007 Courthouse Circle, New Kent, Virginia for the purpose of the public to comment on the budget for the fiscal year July 1, 2024 to June 30, 2025.

All interested persons may appear and present their views at the above time and place. If a member of the public cannot attend, comments may be submitted by mail to P O Box 150, New Kent, VA 23124; by fax to (804) 966-9370; or by email to boss@newkent-va.us. Comments received by 12 noon on the day of the hearing will be distributed to Board members and made a part of the public record. A complete copy of the full text of the proposed budget is on file and may be viewed from 8:00-4:30, Monday through Friday in the Office of the County Administrator located at 12007 Courthouse Circle, New Kent, VA 23124. Anyone needing assistance or accommodation under the provisions of the Americans with Disabilities Act should call the County Administrator's Office at (804) 966-9687. The budget will be available on the County's Finance Department website at www.co.new-kent.va.us/index.aspx?nid=269.

The following is a synopsis of the proposed budget.

	ADOPTED REVENUES FY'24	PROPOSED REVENUES FY'25
GENERAL FUND:		
General Property Taxes	\$ 40,786,960	\$ 43,913,333
Other Local Taxes	8,970,033	9,602,216
Permits, Fees and Licenses	985,984	1,006,675
Fines and Forfeitures	260,000	229,000
Revenue from Use of Money & Property	821,500	1,322,000
Charges for Services	547,590	509,550
Miscellaneous Revenue	29,200	29,500
Recovered Costs	513,568	670,280
Revenue from Commonwealth	14,882,515	17,177,181
Revenue from the Federal Government	68,343	61,509
SOCIAL SERVICES	1,575,342	1,534,488
CAPITAL PROJECTS (Includes School Construction Fund):		
Fund Balance	5,586,856	5,333,025
CENTRAL VA TRANSPORTATION AUTHORITY	1,805,000	637,197
COMPUTER REPLACEMENT		
Fund Balance	41,706	-
HUMAN SERVICES	594,380	494,409
E-911 WIRELESS	79,520	96,624
DEBT SERVICE - Fund Balance	-	-
AIRPORT	1,106,894	184,352
SCHOOL FUND REVENUES:		
Miscellaneous	142,500	142,500
Commonwealth of Virginia	23,991,415	26,464,778
Federal	1,877,995	2,328,759
School Nutrition Fund	933,662	1,106,912
GRAND TOTAL REVENUES	\$105,600,963	\$112,844,288

	ADOPTED EXPENDITURES FY'24	PROPOSED EXPENDITURES FY'25
GENERAL FUND:		
General Government Administration	\$ 5,927,644	\$ 6,336,566
Judicial Administration	2,324,102	2,565,659
Public Safety	14,996,316	18,454,490
Public Works	2,546,185	2,664,352
Health & Welfare	524,219	560,916
Education - Excluding School Board	-	5,356
Parks, Cultural & Recreation	1,301,894	1,247,442
Community Development	867,993	944,532
Environmental Management	563,231	600,214
Reserve for Contingency	300,000	300,000
Non-Departmental	2,700	3,300
SOCIAL SERVICES	2,185,974	2,266,398
CAPITAL PROJECTS	15,163,646	15,546,097
CENTRAL VA TRANSPORTATION AUTHORITY	1,805,000	637,197
HUMAN SERVICES	1,014,496	996,676
E-911 WIRELESS	79,520	96,624
DEBT SERVICE	8,563,208	8,563,208
AIRPORT	1,192,168	346,044
COMPUTER REPLACEMENT	167,500	113,100
SCHOOL FUND EXPENDITURES:		
General Operating Fund	42,914,660	46,781,855
Textbook Fund	266,693	314,379
School Nutrition Fund	1,734,336	2,147,988
Grant Fund	1,159,478	1,351,895
GRAND TOTAL EXPENDITURES	\$105,600,963	\$112,844,288

In accordance with the requirements of Section 58.1-3604 (B), of the Code of Virginia, 1950, as amended, the Commissioner of Revenue of New Kent County, Virginia, has requested the undersigned to publish the following information: The total assessed value of all real property owned by tax-exempt organizations in New Kent County, Virginia, as such organizations are described in Sections 58.1-3607, 58.1-3608, and Articles 3, 4 and 5 of Chapter 36 of Title 58.1 of the Code of Virginia, 1950, as amended, is approximately \$676,202,000; resulting in a total real estate tax revenue reduction of \$3,854,351.40 at the current \$0.57 equalized tax rate and \$3,989,591.80 at the \$0.59 proposed tax rate.

**BY ORDER OF THE NEW KENT COUNTY
BOARD OF SUPERVISORS
RODNEY A. HATHAWAY, CLERK OF THE BOARD**

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

PUBLIC HEARINGS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	No action is requested at this time. Adoption will be scheduled for May 29, 2024.
Subject	PUBLIC HEARING: Proposed FY25 New Kent County Public Utilities Budget - County Administrator Rodney Hathaway
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	County Administrator Rodney Hathaway
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
FY25 Utilities Budget (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/22/2024 - 8:21 AM
Administration	Hathaway, Rodney	Approved	4/22/2024 - 8:40 AM
Attorney	Everard, Joshua	Approved	4/22/2024 - 8:57 AM

NOTICE OF PUBLIC HEARING

COUNTY OF NEW KENT

PROPOSED BUDGET – PUBLIC UTILITY

FOR THE FISCAL YEAR ENDING JUNE 30, 2025

Pursuant to Section 15.2-2506, Code of Virginia, 1950, as amended, the Board of Supervisors of New Kent County, Virginia will hold a Public Hearing on Monday, May 6, 2024 at 7:00 p.m. or as soon thereafter as possible, in the Boardroom of the Administration Building, located at 12007 Courthouse Circle, New Kent, Virginia for the purpose of the public to comment on the Public Utility budget for the July 1, 2024 to June 30, 2025 fiscal year.

All interested persons may appear and present their views at the above time and place. If a member of the public cannot attend, comments may be submitted by mail to PO Box 150, New Kent, VA 23124; by fax to (804) 966-9370; or by email to bos@newkent-va.us. Comments received by 12 noon on the day of the hearing will be distributed to Board members and made a part of the public record. A complete copy of the full text of the proposed budget is on file and may be reviewed from 8:00 a.m. to 4:30 p.m., Monday through Friday in the Office of the County Administrator located at 12007 Courthouse Circle, New Kent, VA 23124. Anyone needing assistance or accommodation under the provisions of the Americans with Disabilities Act should call the County Administrator's Office at (804) 966-9687. The budget is also available on the County's Finance Department website at www.co.new-kent.va.us/index.aspx?nid=269.

The following is a synopsis of the proposed budget.

	Revenues FY'24	Revenues FY'25
COUNTY WATER/SEWER SYSTEM		
Investment Interest	\$ 100,000	\$ 100,000
Fund Balance Forward	4,203,806	8,255,759
Water Usage Fees	3,358,750	3,964,120
Parham Landing Water	201,714	213,723
Parham Landing Sewer	386,573	389,985
Sewer Usage Fees	2,166,000	2,427,789
Connection/Availability Fees	1,810,655	1,781,100
Plan/Construction Review Fees	170,250	170,250
Debt Proceeds	-	-
TOTAL COUNTY WATER/SEWER	\$12,397,748	\$17,302,726
BOTTOMS BRIDGE SERVICE DISTRICT		
Ad Valorem	\$ -	\$ -
Water Connection Fees	-	-
Sewer Connection Fees	-	-
TOTAL BOTTOMS BRIDGE SERVICE	\$ -	\$ -
TOTAL – WATER/SEWER & BOTTOMS BRIDGE SERVICE	\$12,397,748	\$17,302,726

	Expenditures FY'24	Expenditures FY'25
COUNTY WATER/SEWER SYSTEM		
Administration	\$ 774,459	\$ 963,013
Water	1,587,981	1,821,039
Parham Landing Water	237,470	245,768
Parham Landing Sewer	1,949,925	2,130,444
Sewer	713,080	837,706
Debt Service	789,013	789,972
Capital Projects	5,380,000	9,560,000
TOTAL COUNTY WATER/SEWER	\$11,431,928	\$16,347,942
BOTTOMS BRIDGE SERVICE DISTRICT		
Debt Service	\$ 965,820	\$ 954,784
TOTAL BOTTOMS BRIDGE SERVICE	\$ 965,820	\$ 954,784
TOTAL – WATER/SEWER & BOTTOMS BRIDGE SERVICE	\$12,397,748	\$17,302,726

BY ORDER OF THE NEW KENT COUNTY

BOARD OF SUPERVISORS

RODNEY A. HATHAWAY, CLERK OF THE BOARD

New Kent County Board of Supervisors
P O Box 150, 12007 Courthouse Circle
New Kent, VA 23124

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

APPOINTMENTS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	
Subject	Appointments - Delegated by District
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Appointments Delegated by District (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/22/2024 - 2:29 PM
Administration	Hathaway, Rodney	Approved	4/23/2024 - 7:30 AM
Attorney	Everard, Joshua	Approved	4/23/2024 - 8:58 AM

PROPOSED MOTIONS:

DISTRICT ONE APPOINTMENTS

NONE

PROPOSED MOTIONS:

DISTRICT TWO APPOINTMENTS

NONE

PROPOSED MOTIONS:

DISTRICT THREE APPOINTMENTS

I move to appoint **Kathleen McMichael** as District Three representative to the Clean County Committee to complete a four-year term ending December 31, 2024.

PROPOSED MOTIONS:

DISTRICT FOUR APPOINTMENTS

NONE

PROPOSED MOTIONS:

DISTRICT FIVE APPOINTMENTS

I move to appoint _____ as District Five representative to the Purchase of Development Rights Committee to complete a three-year term ending June 30, 2024. *(The term of Julian Ward expired on June 30, 2021.)*

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

APPOINTMENTS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	
Subject	Appointments - Not Delegated by District
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Appointments NOT Delegated by District (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/22/2024 - 2:49 PM
Administration	Hathaway, Rodney	Approved	4/23/2024 - 7:30 AM
Attorney	Everard, Joshua	Approved	4/23/2024 - 9:00 AM

PROPOSED MOTIONS:

Boards and Commissions not Delegated by District

I move to appoint _____ as an at large member of the Board of Building Code Appeals/Board of Fire Prevention Code Appeals to complete a four-year term ending December 31, 2025. *(The term of David Sontos expired on December 31, 2021. This appointment should be made by the **District 1 BOS Member.**)*

I move to appoint _____ as an at large member of the Board of Building Code Appeals/Board of Fire Prevention Code Appeals to complete a four-year term ending December 31, 2026. *(The term of Jeffrey Mitchell expired on December 31, 2022. This appointment should be made by the **District 4 BOS Member.**)*

I move to appoint _____ as an alternate member of the Board of Building Code Appeals/Board of Fire Prevention Code Appeals to complete a term ending December 31, 2025. *(This position has been vacant since 2013.)*

I move to appoint _____ as the Planning Commission representative to the Housing Advisory Committee. (This seat was added by the adoption of Resolution R-11-24 on April 30, 2024. – The Planning Commission will make a recommendation for appointment at the June 10, 2024 meeting.)

I move to appoint _____ as an at large representative to the Purchase of Development Rights Committee to serve a three-year term beginning July 1, 2023 and ending June 30, 2026. *(The term of Robert Gray expired June 30, 2023. Mr. Gray was appointed as the District 2 representative on January 10, 2024.)*

I move to appoint _____ as an at large representative to the Purchase of Development Rights Committee to serve a three-year term beginning July 1, 2022 and ending June 30, 2025. *(The term of William Wallace, III expired on June 30, 2022.)*

PLEASE NOTE – The following 11 appointments are for the Youth Community Service Committee. The term is one year and **your appointees DO NOT have to reside within your district.** Also please note, **all three adult member positions are currently vacant.**

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This seat was held by Ella Joel who graduated in 2023. This appointment should be made by the **District 1 BOS Member.**)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This seat was held by Lucy Vick who graduated in 2022. This appointment should be made by the **District 1 BOS Member.**)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This seat was held by Lauren Vick who graduated in 2022. This appointment should be made by the **District 1 BOS Member.**)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(Alexis Sarquah had been serving and her term expired on December 31, 2022. Alexis will be a 2024 graduate. This appointment should be made by the **District 2 BOS Member.**)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(Andel Sarquah had been serving and her term expired on December 31, 2022. Andel will be a 2024 graduate. This appointment should be made by the **District 2 BOS Member.**)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This appointment should be made by the **District 4 BOS Member.**)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This appointment should be made by the **District 4 BOS Member.**)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This appointment should be made by the **District 4 BOS Member.**)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This seat was held by Ellie Davis who graduated in 2023. This appointment should be made by the **District 5 BOS Member.**)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(Sarah Miller had been serving and her term expired on December 31, 2023. Sarah will be a 2024 graduate. This appointment should be made by the **District 5 BOS Member.**)*

I move to appoint _____ as a youth member of the New Kent County Youth Community Service Committee to serve a one-year term ending December 31, 2024. *(This seat was held by Serra Swartout who graduated in 2023. This appointment should be made by the **District 5 BOS Member.**)*

I move to appoint _____ as an adult member of the New Kent County Youth Community Service Committee to serve a three-year term beginning January 1, 2024 and ending December 31, 2026. *(Joe Swartout had been serving and his term expired December 31, 2023.)*

I move to appoint _____ as an adult member of the New Kent County Youth Community Service Committee to serve a three-year term beginning January 1, 2024 and ending December 31, 2026. *(This seat was held by Peggy Spiak who stepped down effective June 30, 2022.)*

I move to appoint _____ as an adult member of the New Kent County Youth Community Service Committee to serve a three-year term beginning January 1, 2024 and ending December 31, 2026. *(Tonnie Swartout had been serving and her term expired December 31, 2023.)*

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

APPOINTMENTS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	
Subject	Appointments - Regional Boards and Commissions
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Appointments - Regional Boards and Commissions (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	4/22/2024 - 2:51 PM
Administration	Hathaway, Rodney	Approved	4/23/2024 - 7:30 AM
Attorney	Everard, Joshua	Approved	4/23/2024 - 9:00 AM

Regional Boards and Commissions

I move to appoint _____ as New Kent’s alternate representative to the Richmond Regional Transportation Planning Organization’s Citizen Transportation Advisory Committee to complete a term ending December 31, 2025. *(This seat was previously held by John P. Moyer. Lisa Guthrie is currently serving as New Kent’s appointee.)*

I move to appoint _____ as a New Kent representative to the Thrive Virginia Board to complete a four-year term ending December 31, 2024. *(Joe Swartout had been serving and has resigned.)*

AGENDA ITEM REQUEST
(TO BE SUBMITTED NO LATER THAN 12 DAYS PRIOR TO
THE MEETING)

Meeting Date: 5/6/2024

ADJOURNMENT

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	adjourn.
Subject	Adjournment
Issue	
Recommendation	Approval
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	The next regularly scheduled meeting of the Board of Supervisors will be held at 6:00 p.m. on Monday, June 10, 2024, and the next work session will be held at 9:00 a.m. on Wednesday, May 29, 2024, both in the Boardroom of the County Administration Building.

Time Needed:		Person Appearing:	
Request prepared by:	W. Watkins, Deputy Clerk of the Board	Telephone:	804-966-9687
Copy provided to:			

ATTACHMENTS:

Description	Type
Closed Session Motions (PDF)	Cover Memo

REVIEWERS:

Department Clerk	Reviewer	Action	Date
	Watkins, Wanda	Approved	4/23/2024 - 4:22 PM

MOTIONS FOR CONVENING A CLOSED SESSION

- 1 I move to go into closed session pursuant to §2.2-3711A.1 of the Code of Virginia for *(discussion, consideration, or interviews of prospective candidates for employment; assignment, appointment, promotion, performance, demotion, salaries, disciplining, or resignation of specific public officers, appointees, or County employees)* involving _____.

- 3 I move to go into closed session pursuant to §2.2-3711A.3 of the Code of Virginia for *discussion or consideration of the acquisition of real property for a public purpose, or of the disposition of publicly held real property, where discussion in an open meeting would adversely affect the bargaining position or negotiating strategy of the County)* involving _____.

- 4 I move to go into closed session pursuant to §2.2-3711A.4 of the Code of Virginia for *(the protection of the privacy of individuals in personal matters not related to public business)* involving _____.

- 5 I move to go into closed session pursuant to §2.2-3711A.5 of the Code of Virginia for *(discussion concerning a prospective business or industry or the expansion of an existing business or industry where no previous announcement has been made of the business' or industry's interest in locating or expanding its facilities in the community)* involving _____.

- 6 I move to go into closed session pursuant to §2.2-3711A.6 of the Code of Virginia for *(discussion or consideration of the investment of public funds where competition or bargaining is involved, where, if made public initially, the financial interest of the County would be adversely affected)* involving _____.

- 7 I move to go into closed session pursuant to §2.2-3711A.7 of the Code of Virginia for *(consultation with legal counsel and briefings by staff members or consultants pertaining to actual or probable litigation, where such consultation or briefing in open meeting would adversely affect the negotiating or litigating posture of the public body; and consultation with legal counsel employed or retained by the Board regarding specific legal matters requiring the provision of legal advice by such counsel)* involving _____.

- 19 I move to go into closed session pursuant to §2.2-3711A.19 of the Code of Virginia for *(discussion of plans to protect public safety as it relates to terrorist activity and briefings by staff members, legal counsel, or law-enforcement or emergency service officials concerning actions taken to respond to such activity or a related threat to public safety; or discussion of reports or plans related to the security of any governmental facility, building or structure, or the safety of persons using such facility, building or structure)* involving _____.

- 28 I move to go into closed session pursuant to §2.2-3711A.28 of the Code of Virginia for *(discussion or consideration of records excluded from this chapter pursuant to subdivision 11 of § 2.2-3705.6 by a responsible public entity or an affected local jurisdiction, as those terms are defined in § 56-557, or any independent review panel appointed to review information and advise the responsible public entity concerning such records)* involving _____.

- 29 I move to go into closed session pursuant to §2.2-3711A.29 of the Code of Virginia for *(discussion of the award of a public contract involving the expenditure of public funds, including interviews of bidders or offerors, and discussion of the terms or scope of such contract, where discussion in an open session would adversely affect the bargaining position or negotiating strategy of the Board)* involving _____.
- 33 I move to go into closed session pursuant to §2.2-3711A.32 of the Code of Virginia for *(discussion or consideration of confidential proprietary records and trade secrets excluded from this chapter pursuant to subdivision 18 of § 2.2-3705.6.)* involving _____.

CERTIFICATION OF CLOSED SESSION

A. Motion

I move that the Board certify by roll call vote that to the best of each member's knowledge only public business matters lawfully exempted from open session requirements of the Freedom of Information Act and identified in the motion to go into closed session were heard, discussed or considered in the closed session.

B. Vote taken on certification.

Present:

Vote:

Thomas W. Evelyn
John P. Moyer
Amy M. Pearson
Ron Stiers
Jordan T. Stewart