



NEW KENT COUNTY BOARD OF SUPERVISORS

June 10, 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. March 11, 2024 Regular Session Minutes

2. Miscellaneous

- a. Approval of Agreement between New Kent and Charles City for Professional Coordination Services - Children's Services Act
- b. Adoption of Proposed Amended Bylaws

3. Refunds

- a. REFUND - Real Estate Tax - Veteran Exemption

4. Supplemental Appropriations

- a. FY24 Supplemental Appropriations

5. Interdepartmental Budget Transfers

- a. FY24 Interdepartmental Budget Transfers

6. Treasurer's Report

- a. Treasurer's Report - April 2024

CITIZENS COMMENT PERIOD

RESIDENCY ADMINISTRATOR'S REPORT

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 1 PUBLIC HEARING - RAB Wings2Wheels, LLC Lease - Airport Manager Duane Goss

ITEM 2 PUBLIC HEARING: Ordinance O-06-24, Designation of Streets with the Farms of New Kent Landbay V - Phase 1

Subdivision for use by Golf Carts and Utility Vehicles - 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, July 8, 2024, and the next work session will be held at 9:00 a.m. on Tuesday, June 25, 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: 6/10/2024

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	March 11, 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
March 11, 2024 Regular Session Minute (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	6/3/2024 - 1:30 PM
Administration	Hathaway, Rodney	Approved	6/3/2024 - 1:44 PM
Attorney	Everard, Joshua	Approved	6/3/2024 - 2:43 PM

A REGULAR MEETING WAS HELD BY THE NEW KENT COUNTY BOARD OF SUPERVISORS ON THE 11TH DAY OF MARCH 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. He reported the Board had been inviting community pastors to give the invocation and share about their churches at the Board's regular meetings. Rev. Dr. Milton A. Hathaway of Embracing the Beloved Community and New Covenant Community Church in Quinton had made arrangements for several pastors to serve. Mr. Evelyn urged anyone in the audience who would like their pastor to give the invocation to please let them know. He turned the floor over to Rev. Hathaway.

IN RE: INVOCATION AND PLEDGE OF ALLEGIANCE

Noting the Board had been expecting Pastor Angie Bartlett with New Covenant Community Church, Rev. Hathaway reported New Covenant had celebrated their 20th anniversary and he believed Pastor Bartlett may have overexerted herself. He noted she would be rescheduled. He said that whenever there was a gathering such as this, he knew there were a number of different traditions of faith. He invited everyone to pray in their tradition as he led in prayer. He 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. December 11, 2023 Regular Session Minutes
 - b. December 18, 2023 Special Session Minutes
 - c. December 21, 2023 Joint Session with EDA Minutes
 - d. January 10, 2024 Regular Session Minutes
2. Miscellaneous
 - a. Approval of Agreement with Talley Sign Company for the Design and Installation of Gateway Signage
 - b. Approval of Easements & Compensation for the Rt. 249 Waterline Project
 - c. Approval of Renewal Agreement for SCADA Services with Emerge Systems/Gray Matter
 - d. Adoption of Resolution R-09-24 Setting Board of Equalization Compensation
3. Refunds
 - a. REFUND – Real Estate Tax – Veteran Exemption - \$3,146.55

- b. REFUND – Real Estate Tax – Veteran Exemption - \$7,962.50
 - c. REFUND – Real Estate Tax – Veteran Exemption - \$4,386.80
4. FY24 Supplemental Appropriations
- a. Animal Shelter Donations, \$1,480.
 - b. Gifts & Donations - Fire: John and Pamela Olgers (\$250), Philbates (\$100), St. Luke Baptist Church (\$100) and Daniel Gutierrez (\$150) and Sheriff: William and Karen Bennett (\$50), \$650.
 - c. VRSA Insurance - Fire - Claim #02-23-55620-1-AP, DOL 1/24/2024 (\$2,484.06) and Claim #02-23-56527-1-AP, DOL 1/14/2024 (\$1,677.50), \$4,161.56.
 - d. Sheriff Extra Duty Private and Extra Duty Schools - Churchill Downs: 12/15/2023-01/06/2024 (\$3,364.71); School HS Sports: 12/13/2023-01/04/2024 (\$2,131.47) and 11/16/2023-12/08/2023 (\$2,249.89), \$7,746.07.
 - e. Interest Income for October 2023 - January 2024 for 2022 Lease Revenue Bond - October 2023 (\$35,962.42), November 2023 (\$33,788.66), December 2023 (\$32,729.49) and January 2024 (\$37,317.88), \$139,798.46.
 - f. Vending Machine Sales - Sheriff's Office (\$11.36) and Administration (\$83.24), \$94.60.
 - g. Local Match of School Textbook Fund, \$196,070.
 - h. VDEM LEMPG Grant Funds, \$27,932.
 - i. PERP Funds - Local Only PERP: February, \$4,600.
 - j. Interest Income - January 2024 for 2022 W&S Bond, \$20,532.40.
 - k. Farmers Market: Christie O'Neill, \$75.
- \$403,140.09 - Total
(\$14,207.23) - Total In/Out - General Fund (1101)
(\$27,932.00) - Total In/Out - Grant Fund (1106)
(\$4,600.00) - Total In/Out - Social Services (1201)
(\$139,798.46) - Total In/Out - Debt Service (1401)
(\$20,532.40) - Total In/Out - Water/Sewer (1514)
(\$196,070.00) - Total In/Out - School Operating (2205)
5. FY24 Interdepartmental Budget Transfers
- a. Administration - From Reserved for Contingency to Professional Services, \$22,344.
 - b. General Services - From Reserved for Contingency to Machinery & Equipment, \$6,999.
 - c. School Board Office - From Appropriation of Funds from Prior Years to High School Athletic Facility, \$6,670.
6. Treasurer's Report – Cash as of January 30, 2024, \$108,890,337.79 including escrow funds.

Mr. Evelyn asked if there were any questions or concerns regarding the Consent Agenda.

Ms. Stewart 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.

Mr. Evelyn suggested the VDOT Residency Administrator report prior to citizen comments. He noted a number of individuals in the audience were from the Woodhaven Property Owners Association and reminded them that the Woodhaven agenda item was not a public hearing. If they wished to speak, they should sign up at the front desk for the citizen comment period. He turned the floor over to VDOT Residency Administrator Marshall Winn.

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, hydro seeding, pipe inspection/replacement/cleaning/repair, ditching, tree/brush removal/pruning, sign repair/replacement/cleaning and debris/trash/litter removal. 98 work requests had been received and 88 completed. There had been one after hours call out involving a vehicle accident. He announced a public hearing regarding the I-64 Gap Project, Section B would be held on Thursday from 5:00 p.m. to 7:00 p.m. at New Kent Elementary School. He entertained questions.

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

Mr. Moyer thanked him for all VDOT was doing. He had reviewed the work order for the Marketplace traffic light and noted the project was waiting for parts. Mr. Winn reported the light was scheduled for installation this summer.

Ms. Pearson thanked Mr. Winn/VDOT for all they had done for her. She asked if trees would be removed to address some of the concerns with Kenthurst Road? Mr. Winn reported a number of large trees had been marked for removal and smaller trees would also be cut back for better sight distance. The contractor was expected to complete the work within the next two weeks. Ms. Pearson expressed appreciation for this and all that was being done.

Mr. Stiers thanked Mr. Winn for attending this meeting. He reported the Providence Forge Ruritan Club wished to become involved with the “Adopt a Highway” program. Since the County had a contract with an outside source to address litter along major highways, he had suggested they consider adopting Kentland Trail and Chesapeake Circle. There were frequent issues with litter behind the Dairy Queen which he felt this could help address. Mr. Winn said there was a form that would need to be completed and asked Mr. Stiers to provide contact information so he could have the appropriated VDOT staff reach out to them with details. Mr. Stiers asked if VDOT would provide supplies such as vests, bags and litter pick up sticks? Mr. Winn indicated they would provide supplies as well as install signs indicating who had adopted the highway. Mr. Stiers stated they would like to have the first scheduled pick up on Saturday, March 23rd. Mr. Winn suggested they would need to submit the forms quickly. Mr. Stiers thanked him for the information.

Ms. Stewart expressed appreciation to Mr. Winn and Superintendent Joe Tarry for answering her calls and emails. She had spoken with Mr. Tarry the previous week regarding two speed limit signs down near 4575 and 4501 Good Hope Road and she did not know the status of this request. She noted appreciation for the work being done and reported there had been a great deal of flooding in District Five and Mr. Tarry and staff had been on top of it.

Ms. Pearson also reported The Clean County Committee (CCC) had submitted an application to adopt Paige Road in memory of the Honorable Patricia Paige. They were also trying to get the New Kent Youth Community Service Committee involved and noted the adult/youth ratio requirement. The youth would be at the CCC meeting the following day.

Mr. Evelyn reported Mr. Tarry and he had met on Mt. Prospect Road to discuss the need to clean ditches and he wanted to be sure this was still on the work list. He asked that Steel Trap Road be added to the grading list and also reported a number of potholes on Hopewell Road. Mr. Winn indicated he would get with Mr. Tarry the following day. Mr. Evelyn expressed appreciation for everything VDOT was doing and thanked him for the report.

IN RE: CITIZENS COMMENT PERIOD

Mr. Evelyn opened the citizens comment period and provided brief instructions. He called Janice Harlan of 7614 Lakeshore Drive, Quinton to the podium. Ms. Harlan thanked the Board for their time. She had been a Woodhaven/New Kent resident since 1986. She had raised her children here and they had attended New Kent County schools. She was a tax payer, had been a member of the Woodhaven Property Owners Association (WPOA) Board on three occasions and did not believe Woodhaven had ever asked for any assistance from the County. They maintained their own roads and water system. This (repairs to Lakeshore Drive dam) had come to them as a request from the DCR (Department of Conservation and Recreation) and they did not have a choice in the matter. They were hoping for assistance from the County. She thanked the Board for the opportunity to speak.

Jill Davidson of 7018 Lakeshore Drive, Quinton reported she was also a WPOA Board member. They paid their property taxes and gas taxes and really needed assistance with the dam project. She hoped the Board would help them get some assistance.

Randy Buchanan of 7546 Lakeshore Place, Quinton was a Woodhaven resident and a member of the WPOA. He said their community supported the County Supervisors' position and greatly appreciated Mr. Stiers' efforts to help them with this unfunded mandate which had caused an intense amount of stress for over 15 years. There had also been frequent changes in regulations over the years. He also supported WPOA's position and wished to emphasize the stress and anxiety this was causing. He thanked the Board for their time.

Paul Grinter of 7200 Lakeshore Drive, Quinton said his intent was to not recap what David Smith (in charge of the WPOA Dam Committee) had already told the Board. He said they had tried to comply with the state's ever-changing design criteria and noted the dam was classified as a high hazard dam. He said they had not ignored their responsibilities and had spent approximately \$100,000 for engineering and endless hours trying to comply with the DCR requirements. They were now at a point where the dam design was complete and there was federal and state funding for which they could apply but they needed the County's support to get this project behind them. He thanked the Board for their time.

Terry Tasich of 7568 Lakeshore Drive, Quinton said he did not wish to speak but would defer his time to Holly Berry. Mr. Evelyn noted he could defer but Ms. Berry would still have only three minutes. He called Ms. Berry to the podium. Ms. Berry said she would be making the presentation for the scheduled agenda item and would save comments until that time.

Mary Cay Tasich of 7568 Lakeshore Drive, Quinton had moved to New Kent from Southern California in 2007 to retire. Their property was on the lake and they had enjoyed the wildlife such as eagles, herons, baby ducks and baby geese. She said if the lake went away, it would be very sad for she and her husband to no longer be able to enjoy this. She was

looking forward to having the Board of Supervisors help them in any way they could to get the dam repaired so they could continue to enjoy their retirement and New Kent. She thanked the Board for the opportunity to speak.

Billy Heron of 6108 Lakeshore Drive, Quinton had moved to Woodhaven approximately six years ago and was a member of the Woodhaven Dam Committee. He had learned a lot about dams over the past year and noted the Woodhaven dam had been constructed in 1959. They were looking forward to keeping the dam in service another fifty plus years. He and other committee members monitored the rain, water level, reviewed upcoming rain events, adjusted lake level as needed. They had noticed a significant increase in the amount of water entering the lake and felt this was due to development within their watershed which he reported was over ten square miles. This additional water was requiring the WPOA to activate the hydraulic valve more frequently to control the lake levels. They were looking forward to having the Board assist them and appreciated the Board's support for their project. He thanked the Board for their time.

Ariana Bracalente of 6040 Lakeshore Drive, Quinton had been a New Kent resident since 1990 and had purchased her home in Woodhaven Shores in 1998. Her home, built in 1959, was one of the original homes in the community. She had paid her taxes and had had multiple cars on the road over the years. She had observed the increased amount of runoff related to what Mr. Heron had shared regarding development within their watershed area. She understood increased commerce was key to the success of the County, support for schools and tax revenue but noted it was having an impact on their dam. She reported there were more than seven miles of roads and over 500 properties within Woodhaven Shores and over its 65 years of existence, they had maintained the roads with fees paid to the WPOA. They cleared snow and repaired roads as needed. Since she had lived there, she had seen a refinishing of the dam and spillway and noted the changes in regulations had put this (needed repair) out of their reach financially. Even though some state and federal funding had been lined up to cover the greater cost, the remainder was still outside of the reach of residents. She thanked the Board for their consideration of their request and noted a failure of the dam would be a huge cost to the community. It would also wash out Route 60 which was an emergency evacuation route and she also noted there were a number of homes south of Route 60 along Route 106 and the Chickahominy River that would be impacted. She reported the valve Mr. Heron had mentioned was being opened much more frequently and said that every inch of rain they received was resulting in an eight inch rise in the lake level. If the valve could not be opened, the spillway would be stressed putting those below the dam at risk. She thanked the Board for their time.

David Mephram of 6042 Lakeshore Drive, Quinton had been a Woodhaven resident for over 30 years and lived on the lake. He noticed that when it rained hard, the water would come up. He had also noticed that in the past ten years, every time someone built a house, built a sidewalk or paved a road they received more water. He was also on the Water Company and said when the dam project started, they would need to spend a huge amount to replace a waterline presently running through the dam. Woodhaven citizens would have to bear this cost and he was also hearing the DEQ (Department of Environmental Quality) would be requiring they replace a couple of wells, the cost of which would also be born by Woodhaven citizens. He asked the Board to keep in mind the community would already be financially responsible for a lot. He thanked the Board for their time.

John Lockwood of 20251 Triangle Road, Barhamsville thanked the Board for moving forward with the project for Old Ferry Road. He stated that County Administrator Rodney Hathaway and he had worked on this project for several years and said the Plum Point community was often over looked. He said Old Ferry Road was a county-owned road and asked the Board

for their full support in getting this road paved. He reported handicapped children lived on this road and if the school bus could not get to them, they were not picked up. Children who were able to walk to the end of the road were doing so. He said paving this road would save a tremendous amount of time and maintenance and he hoped all members of the Board would vote for approval. He thanked the Board for their time.

Mr. Evelyn thanked all who had spoken.

IN RE: WOODHAVEN PROPERTY OWNERS ASSOCIATION (WPOA) REQUEST FOR
 ASSISTANCE WITH REPAIRS TO DAM

Before the Board for consideration was a request from the Woodhaven Property Owners Association (WPOA) for assistance to repair the dam located over Lakeshore Drive. County Administrator Rodney Hathaway had been informed by the community that the anticipated cost would be \$1.5 million. He had also been informed that a federal grant was available that would pay 65% of the cost (approximately \$975,000) leaving a balance of \$525,000. A DCR (Department of Conservation and Recreation) grant requiring a dollar for dollar match was also available and would provide \$262,500. The request was for the Board to provide the matching funds in the amount of \$262,500. Because both grants were reimbursement based, the County was being asked to front the \$1.5 million or the final cost of the project and as the work was completed, be reimbursed. He had received clarification regarding potential funding from the CVTA (Central Virginia Transportation Authority). Because Lakeshore Drive was built across the dam, it would qualify for the use of New Kent's local share of CVTA funding. Engineering plans would have to be submitted to CVTA for a determination of how much funding could be applied to this project. He said it may be determined that the entire amount could not be paid with CVTA funding but this would not be a problem because adequate funding was available in capital reserves. He had previously stated he believed CVTA may pay for this but noted it may be only a partial payment. He introduced Holly Berry from the WPOA and turned the floor over to her.

Ms. Berry stated she was here with a number of members of the WPOA requesting funding for their dam and spillway project. She walked the Board through a presentation providing details on the project and funding. The DCR was requiring the expansion of the spillway to preserve the infrastructure of the dam and roadways downstream. The length of the spillway would increase and a portion of Lakeshore Drive would need to be replaced. Lakeshore Drive was providing access to the east side of Kent Lake and was used by school buses and emergency vehicles. If the dam and roadway failed, Route 60 (an emergency evacuation route) would be washed away and a number of other downstream properties would be impacted. DCR was requiring the expansion of the dam and spillway and the WPOA was asking for \$1.5 million in funding from the County with \$1.237 million of that to be reimbursed to the County. If funding was provided, DCR would complete the review of the plans and WPOA would disseminate them to contractors requesting bids. DCR had offered a combination of federal and state grant funding for which WPOA was prepared to apply. The federal grant would cover 65% of the total project cost and the state grant would cover 50% of the remaining costs up to \$500,000. The deadline to apply for these grants was March 15, 2024 and the WPOA needed assurance of financing before they could submit the application. She reviewed the grant funding numbers again and noted although the request was for \$1.5 million, only \$262,500 would not be reimbursed to the County.

Ms. Berry drew attention to a conceptual drawing of the existing spillway and road as well as a proposed site plan for the improvements. She drew attention specifically to the spillway and noted plans included raising it two feet, extending it 350 feet and then raising another two feet and extending beyond that. The 350 foot section was the portion of the

roadway that would also need to be extended. She said road funding in New Kent was generated by gasoline tax and the WPOA included about 500 residences and 1,000 vehicles. The owners of these vehicles had been purchasing gasoline in the area and contributing to the tax and road funding for years. This funding was to be used for repairing both public and private roads and they were aware of other private roads planning to request the use of these funds without any provision for reimbursement. She stated, "Woodhaven, in compliance with DCR, is requesting utilization of the road fund tax to preserve our neighborhood, Route 60 and the downstream properties, per being mandated by the state." She noted if the project was funded, WPOA would return 90% of the cost to the County.

Ms. Berry said WPOA had always maintained the approximately eleven miles of private roads within their neighborhood and had never requested funds from the County. If funding was provided, WPOA would continue to be responsible for the maintenance and upkeep of the dam and the spillway and the County would not be responsible for anything further. WPOA was also willing to attach a "not to exceed" clause to prevent the project from exceeding the \$1.5 million budget request. Their lake had incurred additional water, sediment and pollution due to the increase in development surrounding their neighborhood and the upcoming I-64 widening project. They were asking the Board for funding assistance because they were required to meet state standards in regard to the dam and extra precautions were necessary because of the roadway running over the dam. If the project was not funded, DCR would require Kent Lake to be drained which would impact real estate tax revenue. If the dam and/or road were removed, it would significantly impact the time for emergency vehicles to cross over to the east side of the lake. School bus routes would also be impacted and an entrance/exit route for a number of residences would be lost.

She drew attention to an aerial map with Kent Lake located near the bottom. She pointed out other areas such as The Arbors, New Kent Winery, Food Lion and Dollar General and noted all were within the Kent Lake watershed. She reviewed a list of benefits of the County funding the project including:

- Route 60 which was an emergency evacuation route and other downstream properties would be protected.
- New Kent would receive the majority (90% - \$1.2 million) of the funding back.
- Approximately 1,000 WPOA residents would directly benefit.
- Road access for emergency vehicles and school buses would be retained.

She thanked the Board for their time and consideration and entertained questions.

Mr. Hathway reported David Smith, the chair of the committee appointed to address this issue, was joining the meeting virtually and would like to say a few words on behalf of the community. He turned the floor over to Mr. Smith.

David Smith of 6010 Lakeshore Drive, Quinton had lived in New Kent for forty years and had paid real estate tax on his home and the five waterfront lots. He had always had a minimum of three cars and had been paying the gas tax for those. He indicated he would like to provide information on the funding for the road/dam project Ms. Berry had not covered. He said the DCR was mandating the expansion of the spillway and the dam had been built around 1959. The federal and state governments were providing grants to bring dams up to modern standards. The federal grant would provide funding to be administered by the state. He noted this was not just a dam project but was also a road project. The presence of the road over the dam was what was driving the DCR requirements for the expansion beyond what had originally been approved. He said the Woodhaven dam was different than most if not all other dams in the County. It was classified as a high hazard dam and also had a road on top of it. He said there were many benefits associated with the project and that it would benefit thousands of New Kent residents and provide protection to

Route 60. If Route 60 was damaged, all traffic on that highway would be rerouted through other New Kent roads. One of the biggest benefits would be that New Kent would get approximately 90% of the cost back through the federal and state grants. These grants were guaranteed money and approximately 1,000 Woodhaven residents would benefit directly. If the dam were lost, they would lose an entrance/exit to the neighborhood which would increase emergency vehicle response times to the east side of the lake. He also noted the impact of flooding from large storms would be reduced by releasing more water from the dam with the expanded spillway. He could not imagine the County getting more benefit or "bang for the buck" due to the amount of funds that would be paid back by guaranteed government grants and the thousands of New Kent residents that would benefit. He thanked the Board for their time and consideration. He entertained questions.

Mr. Evelyn thanked Mr. Smith for his comments and opened the floor to questions and comments from Board members.

Mr. Moyer asked if the WPOA had any available funds for this project? Ms. Tasich reported she worked for the WPOA office and they did have funds which had been collected over the past years and the current year. The 2024 billing had just gone out and they had not received all funding for the current year. They currently had \$380,000 with which to work and they had several projects currently underway which encumbered approximately \$75,000. Mr. Moyer noted there were ten to eleven miles of road and the CVTA money was to help with roads and not dams or road projects on dams. He asked if it would be possible for the WPOA to put their money toward the project and possibly get CVTA funding to assist with other road projects? He said he didn't want to make money on this situation but felt the County should get 100% of the funding back. He also noted the importance of making sure CVTA funding, which had only been available since 2020, was spent correctly. Gas tax prior to 2020 had not come to the County. He stated a considerable amount of funding was coming in each month which could be used to help with other projects. He had confirmed CVTA funding could be used for private roads which he did not think would be a problem but he did believe using it for the dam road would be a problem.

Janice Harlan (first citizen comments speaker) noted she was the WPOA treasurer and said dues were collected on an annual basis. They currently had a good amount of money but also needed to consider the payment of salaries, light bills, etc. through the entire year before the next dues collection. Mr. Evelyn said it was his understanding they were collecting from only 110 to 115 of the 500 homes. Ms. Harlan reported they were collecting from all but 114 homes and estimated an annual collection of \$200,000 a year.

Mr. Evelyn stated he believed everyone wanted to find a way to make something work but noted there were a number of other dams in communities across the County. Residents of Deerlake had asked if the County helped Woodhaven would they also help them with their dam. He knew DCR had been issuing condition certificates to dams all across the state and reported Woodhaven's current certificate was good until 2025 and their emergency plan was good until August 2026. He did not believe DCR would make them drain the lake any time soon and reported DCR's activity regarding dams across the state had been discussed in a recent VDOT meeting. He asked if the WPOA had been formally served by DCR? Ms. Harlan indicated they had not. Mr. Evelyn said the Board had just seen the FY25 budget today and they were stewards of the taxpayers' money. They had not seen any plans for this project and he felt they could not move forward without seeing plans.

Ms. Berry reported engineer David Krizinski (A. Morton Thomas and Associates Engineering) was present. She believed he had provided plans to Mr. Hathaway and they did have plans with them. Mr. Evelyn noted the presentation had referred only to "conceptual plans" and

he felt more was needed. He stated DCR was very frustrating and he knew as Ms. Berry had said, they were expected to have funding in place even though they would not know the actual cost prior to putting the project out to bid. He stated it made no sense to him. Ms. Berry indicated she understood and stated the grant process was laborious. The pressure now was to meet the March 15th application deadline for grants which would reimburse the County for 90% of project costs. She said Woodhaven could look elsewhere for the remaining funding if necessary but stressed the importance of getting the assurance of upfront funding from the County. Mr. Evelyn asked how they knew the cost would be \$1.5 million? Ms. Berry reported the project had been priced out several times and they understood the cost could come in lower or higher. This was why they had offered to attach a "not to exceed" clause so they would not be coming back asking for more. \$1.5 million would be the final number they would be bringing to the Board. Mr. Evelyn stated it would be necessary for him to understand how the money would be spent for him to do his due diligence for tax payers. He referenced specific costs given for concrete (\$1,650 per yard) and asked if it was a special type of concrete? Ms. Berry suggested Mr. Krizinski could answer some of the more technical questions and noted that because there was a roadway over the dam, it was considered a higher risk. A breakdown of costs had been provided and New Kent could be reimbursed as they went through the various steps of the project.

Mr. Stiers asked Board members to keep in mind that Woodhaven had money now but their roads were privately owned and they were responsible for maintenance. The community was heavily wooded and if a tree fell on the road or pavement needed to be replaced, it was at the expense of the property owners. The residents also owned their own water company which generated expenses and one of the main water lines across the dam would have to be replaced. He thought CVTA funds could be available and reported \$7.6 million was currently available. Referencing the possibility of it becoming necessary to drain the lake, he said the Board would not let that happen. He posed the question of could the County loan the WPOA the funds and stated the answer was "no". He posed the question of would the County assume liability if the decision was made to fund the reconstruction and stated the answer was "no". He stated if no action was taken and the DCR drained the lake and removed the dam, the County would lose millions of dollars in waterfront real estate taxes over the years. He supported this not just because this neighborhood was in his district and indicated he would also support this if the dam was in another district.

Ms. Stewart asked for confirmation that homes on the lake were considered waterfront property? Mr. Hathaway confirmed. Ms. Stewart questioned if they would still be considered waterfront property if the lake was drained? She said this was a complex issue and she had spoken with DCR who had admitted approving the plans initially had been a mistake. She struggled with this because she felt it was an unfair burden for the Board to not have more details. Noting it had been suggested the County would only be paying \$262,000 which was still a lot of money, if it was divided among the roughly 500 homes, it would be about \$525 per home. If New Kent was constantly touting it was the fastest growing locality in the state, she felt it was their responsibility to take care of the people who had helped the County grow. She felt it could be a good use of the (CVTA) funding while the WPOA searched for other funding. She would support helping the WPOA but did understand and acknowledge the feelings of her fellow board members.

Ms. Berry stated she would make note of additional information the Board wanted and provide it as soon as possible. She said they were trying to be as transparent as possible and they were under a tight deadline. Mr. Evelyn asked if this grant funding was available every year? Mr. Smith said grants were not always available every year. The 65% federal grants had just started and, in some years, only construction or engineering grants were available but not both. This was the first time he was aware of this funding being available

and suggested that because it was based on federal budgets, it may not be available in the future. He said they may lose this opportunity and never have it again. He didn't understand because the County would be getting 90% of the money back and suggested Mr. Krizinski could go into greater detail.

Mr. Evelyn asked Mr. Krizinski if he had an approved, stamped set of plans? Mr. Krizinski stated he had a stamped set of plans that would need to be submitted to DCR with the grant application. Mr. Evelyn asked if that plan had been submitted to the County. Mr. Krizinski indicated it would be submitted to the County for a land disturbance permit but nothing had been submitted at this point. Ms. Berry stated they had been notified only recently of the additional state grant DCR was willing to apply to this project. The combination of grants providing so much reimbursement was new this year.

Ms. Pearson felt this was very rushed and noted Planning had not reviewed the plans. In regard to waterfront property, she had checked with the office of the Commissioner of the Revenue who had indicated the loss of waterfront status would result in a loss of \$18,900 per year at the current tax rate. She also noted this request was more than one percent of the budget and should go to public hearing prior to any action. She again stated it seemed extremely rushed for a large amount of money. Ms. Berry indicated she understood.

Addressing County Attorney Joshua Everard, Mr. Moyer asked if the Board gave the WPOA money and they paid it back, it would be called a loan? Mr. Everard confirmed. Mr. Moyer noted the County could not provide a loan so the only other option was to give them the money. Mr. Everard confirmed. Ms. Stewart reported she had spoken with Delegate Scott Wyatt about other possible options and he had indicated there may be additional funding in the current state budget that was yet to be approved for state dams. She understood Mr. Smith was going to send Delegate Wyatt the information. She suggested if they could get the money from the state and not have to go through this process, it could be an amenable solution for everyone. Ms. Berry asked if this funding would be approved during this General Assembly session? Ms. Stewart confirmed. She also noted Delegate Wyatt was on the appropriations committee and had indicated there were other localities seeking funding.

Mr. Smith stated the grant application had to be submitted by March 15th and they were hoping the Board would approve an amount not to exceed \$1.5 million. The DCR would have to approve the plans and once that was done, the Board would have the opportunity to decline after everything was settled. Mr. Evelyn noted the issues with the first DCR approval and said his concern was how long the funding may be tied up. He noted there were many capital projects within the County to be addressed. Mr. Smith reported he had been told that the funding would be reimbursed within a few weeks of completion of the project. Mr. Stiers asked if that applied to both the state and federal grants. Mr. Smith indicated it did and said it had been explained to him that the federal government would transfer the funding to the state and the state would administer the funds. He also noted the funding could be reimbursed on an incremental basis as parts of the project were completed.

Mr. Moyer stated the Board could not give money and get it back because it would be a loan. Mr. Evelyn noted the Board could give the money and get it back through grants. Ms. Berry agreed and stressed the need for an assurance of funds before applying. Mr. Evelyn said based on information provided, they would be short approximately \$280,000. Ms. Berry said New Kent would be paid directly from the grants and not the WPOA. Mr. Evelyn asked what if the project came back at \$3 million? Ms. Berry stated it would be dead in the water but noted they had gone over and over the price. Mr. Evelyn asked if they had gone over the price with contractors. Ms. Berry stated they had gone over the project with all parties and for the most part, the price had stayed under \$1 million. They felt \$1.5 million

was a good number but would be happy to include a “not to exceed” clause so they would not need to come back. Mr. Evelyn stated it would be nice to have something from whoever had come up with the number. Ms. Berry noted she had that information in an email and could send it. Mr. Evelyn noted he had seen the list outlining costs of various parts of the project. Ms. Berry said if he would like more information on the concrete or other technical information, she would bring Mr. Krizinski up to provide more details. Mr. Evelyn stated he would be interested in hearing about concrete for \$1,650 a yard.

Mr. Krizinski reported the plans were ready to be submitted to DCR for approval and noted it would take them some time to go through them. The area of concern with the previous plans had been the size of the spillway. They had originally allowed a 30% PMP (Probable Maximum Precipitation) spillway but had since decided the road on top of the dam made it necessary to have a 90% PMP spillway. The plans had been approved for 30% but the capacity criteria had been changed. He asked if there were any questions on the concrete? Mr. Evelyn indicated he would like to better understand the pricing. Mr. Krizinski reported his firm had a number of projects in construction and the price of reinforced concrete fluctuated from \$1,500 to \$1,700 per yard. This price included not only the concrete but also the reinforcing steel, forming, finishing and curing. Mr. Evelyn noted the price included labor. Mr. Krizinski agreed and noted a yard of concrete from the plant was about \$250 but the additional work added to the price. Mr. Evelyn indicated that was understandable. Mr. Krizinski noted an ACB (Articulated Concrete Block) system would be used for some of the work. He described it as a method of spillway protection often referred to as armoring the dam. The heavy concrete blocks were set in a shingling pattern to make the water run off without pulling dirt from the dam. This method was considerably cheaper than concrete.

Mr. Evelyn felt the Board was willing to work with them but agreed with Ms. Pearson that it seemed rushed. He said it was a lot of money and there were a number of other dams in the County. He said the Board would be willing to work with them over the next few months but what he was hearing now was they were not ready to move forward with this funding.

Ms. Pearson asked Mr. Hathaway how many grants were available and were they available only once a year? Mr. Hathaway said he did not know how many grants were available. He also noted it was his understanding the amount of funding changed from year to year based on the state budget. Ms. Pearson asked if March 15th was a hard due date and there was no way to get an extension? Mr. Krizinski confirmed that was correct. Mr. Stiers suggested that was hard to believe because the issue with the dam had been ongoing for 12 years. Mr. Krizinski reported grants would be issued again in November for 2025 and the grant program had been in place for approximately 15 years with varying funding available each year. More funding was available this year (\$11.5 million) than ever before and the ability to do full-scale construction projects was new. The grant programs had originally been only for engineering but had been expanded to include construction. The grant application was put out every fall with a February/March due date. Ms. Stewart asked when applicants would be notified of an award. Mr. Krizinski reported notifications were usually issued the first week of July. Grant requests for the previous year had been much lower than available funding and more was being offered this year but future funding levels were unknown.

Mr. Moyer suggested the WPOA was coming to the Board with “no skin in the game” and asking the rest of the residents of New Kent to bail this project out. He reported there were two dams in his community and they were paying approximately \$40,000 every other year to have them recertified. He suggested if something was to happen to their dam their property values would be impacted in the \$5,000 to \$6,000 range and they would live with it. He said one of the two dams also had a road across it and the residents in that part of the community were paying additional HOA fees as a result. He noted WPOA would be

doing work on the dam, the road and a water line and he didn't understand where this money would come from. He questioned if something happened to their well would they come to the County for funding? He again stated he didn't understand.

Ms. Berry stated she understood where he was coming from. They were working on the neighborhood, had addressed several property issues and were working to collect dues from owners. One of their only recourses was waiting for the property to be sold and collecting dues at that point. They were also beginning to place liens on properties and were working hard to collect funds. Mr. Moyer questioned if they had the ability to put liens on properties? Ms. Berry indicated they did have that ability and noted Woodhaven was in a transformation period. She reported Woodhaven Water had always been self-sufficient and the Woodhaven Water Board would be responsible for replacing any wells and water lines. She stressed that they were only asking for the assurance of funds so they could move forward with applying for the grant. She understood this seemed rushed but said this was the first time so many grants had been available giving them the ability to reimburse 90% of requested funding to the County. She again stated they were working hard, did have skin in the game and were asking for the County to assist.

Mr. Evelyn said the Board was obligated to taxpayers and asked who would monitor the grants? Ms. Berry indicated the WPOA would do this. Mr. Evelyn noted the Board had not seen the grant and asked if Mr. Hathaway had seen it? Mr. Hathaway reported he had received the application earlier in the day. Mr. Evelyn suggested the Board would want to have County staff either administer the grants or work with the WPOA to do so. He questioned how the Board would know the funding would be reimbursed and noted there was no guarantee other than what they were being told? Ms. Berry reported a copy of the grant should have been included with an email providing the breakdown of costs. She said Dave Smith had been working with DCR to make sure they were prepared to move forward. She believed they could have some success with the application but needed the assurance of funding. The WPOA would be responsible for maintaining the dam and spillway and would not be coming to the County for assistance with any maintenance.

Mr. Smith said all the WPOA needed tonight was assurance from the County that they would provide the requested funding. He stated details could be worked out later and if it got to the point where the County did not like the grant process or the figures coming in, they could say they were not going to participate. He suggested some type of agreement between New Kent and the WPOA could be entered into and noted Mr. Evelyn had stated the County was willing to work with them. He questioned if they didn't use grant money now and the County was willing to work with them in the future, what would pay for the work then other than County money? Mr. Evelyn suggested they needed to work with state officials/delegates for other options.

Mr. Moyer asked what would be the amount that could be approved without a public hearing? Mr. Evelyn noted it would have to be less than 1% of the total budget. Mr. Hathaway stated it would be 1% of \$106 million. Mr. Moyer stated there would not be enough money without a public hearing to fund the project. Mr. Hathaway agreed and noted a public hearing had not been scheduled because it had been his understanding that what would be requested from the County would be a nonbinding letter of support for the application. As they moved further into the process and had a better understanding of the costs, they would schedule a public hearing to appropriate funding. He stated there was no need to tie up \$1.5 million if the project ended up being \$1.1 million. He again stated it was his understanding a nonbinding letter of support was what was being requested.

Ms. Pearson noted one of the Board's tests was to be fair and equitable and said she knew of homeowners in the Barhamsville area who had repaired a hurricane damaged dam twice with money from their own pocket. She noted approving this would be setting a precedent.

Mr. Evelyn stated they would move on to the next agenda item. He called for a brief recess at 7:12 p.m. The meeting reconvened at 7:22 p.m.

IN RE: OLD FERRY ROAD RESURFACING PROJECT

County Administrator Rodney Hathaway provided an overview of a proposed construction contract with Finley Asphalt & Sealing, LLC for the resurfacing of Old Ferry Road located in Plum Point. He reported New Kent had received a Community Development Block Grant to renovate a number of homes in the Plum Point community in the early 2000s. One of the requirements of the grant had been that the homes to be renovated had to be on public roads. It was at that time that New Kent had taken ownership of this road and several others in the community. Since then, New Kent had been responsible for maintaining these roads. Old Ferry Road was currently a gravel road and they were proposing to resurface the road with asphalt. The project had been put out for bid on December 4, 2023 with bids due by January 16, 2024. All Virginia public purchasing requirements had been followed. There had been numerous inquiries but only one bid had been received. That bid had been reviewed by the County's engineering consultant and the price was in line with the engineer's original estimate. The contract cost was \$152,075. He entertained questions.

Ms. Stewart asked why only Old Ferry Road was being paved when the County owned several other roads in the community? Mr. Hathaway reported the decision had been made based on traffic flow, continuing maintenance costs and requests from the neighborhood. The other county-owned roads had much lower traffic volumes. Ms. Stewart reported she and Mr. Hathaway had exchanged numerous emails about the drainage plan for the community and noted there had been significant flooding with the most recent rain. She asked if the allocation could be approved now but have something done to address the drainage first? She expressed concerns that this may be putting a \$150,000 band aid on the road without addressing the drainage. She knew the residents of Plum Point wanted the road paved and while she wanted them to be happy, she did not want the County to spend \$150,000 on something that may not hold up over time. She asked if there was anything they could do to better address the drainage? Mr. Hathaway reported VDOT had reworked the ditches in an effort to improve drainage and there had been some improvement but the problem was this area was very flat and low-lying. An engineer (Bowman) had been hired to develop a plan to address the drainage and the estimate had been \$504,000. He indicated he did not have a lot of confidence in that plan because it would be necessary to move the water a long distance and the plan only included a three foot fall to the river. His concern with so little a fall was that if the York River backed up (extreme high tide) they could have a much worse situation with river water coming up through the pipe into the neighborhood. The County could hire another engineer to look at the project but he noted Bowman was a large well-known firm and this had been the best plan they could offer. Ms. Stewart reported she and Mr. Evelyn had talked about this and she was concerned when things were studied but nothing was done. She didn't know if there was a recommendation or any ideas or if paving was the today solution and they would worry about it later but she would rather have a long-term view. Mr. Hathaway again noted this was a low-lying flat area and the topography included a natural drainage which had probably existed for hundreds of years coming across a farm field and Old Ferry Road. It was his understanding that one house built in the 60s or 70s was significantly impacted by this drainage. By today's standards, this house would not have been permitted to be built in this drainage area. He stated he would be happy to look at this again. He said one of the plans for the

work to be done on Old Ferry Road was for the road surface to be a little higher and he did not believe there would be any issues with Old Ferry washing out but drainage issues would remain. Ms. Stewart thanked Mr. Hathaway. She noted as John Lockwood had stated earlier in the Citizen Comments, Plum Point residents were looking forward to having the road paved and she hoped they could allocate the money. She would like to keep the conversation going about the drainage because it was not going to get better.

Ms. Stewart moved to authorize the County Administrator to execute the proposed agreement with Finley Asphalt & Sealing, LLC for the resurfacing of Old Ferry Road for a total cost of \$152,075 to be appropriated from the Central Virginia Transportation Authority fund. 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: FISCAL YEAR 2025 COUNTY ADMINISTRATOR'S BUDGET PRESENTATION

County Administrator Rodney Hathaway shared a presentation on proposed FY25 Budget recommendations. He said he would touch on highlights and save detailed discussion for the Board's Budget Retreat scheduled for 9:00 a.m. to 1:00 p.m. on Friday, March 15, 2024 at the Forestry Center in Providence Forge. The Budget Retreat would be a public meeting and the public was welcome to attend. Detailed budget booklets, including every expenditure and revenue line item, had been placed at each Board member's seat. The proposed FY25 budget totaled \$113,379,280 compared to the \$105,600,963 FY24 budget. The adopted FY24 real estate tax rate had been \$.67 per \$100 of assessed value and the rate had recently been equalized to \$.57. The proposed FY25 budget was based on a proposed tax rate of \$.64. He noted this budget did not include the proposed FY25 Public Utilities budget totaling \$17,302,726. The Public Utilities budget was separate from the general fund because it was not supported by tax dollars but was solely supported by user rates and fees. Each penny of the real estate rate would generate \$501,787 in revenue.

He drew attention to the Revenue Summary and reported the proposed FY25 General Fund would total \$74,463,155 which was an increase of \$8,179,786. The General Fund which was supported by revenue from real estate tax, personal property tax, various fees and state funding, was the fund over which the Board had the most control. The County had little control over other listed fund areas with funding levels often driven by federal and state formulas. He reviewed a chart depicting how the proposed FY25 budget would be allocated. Top allocations included a school budget of \$50,145,884, capital projects totaling \$15,546,097, public safety totaling \$19,094,989 and annual debt service at \$8,563,208. He said it was typical for approximately 50% of a locality's budget to be allocated to schools.

General Fund revenues were projected to increase by \$8,179,786 over FY24. He drew attention to a list of revenue sources and noted the majority of the increase, \$4,593,778, would come from real estate tax. Additional Colonial Downs revenue totaling \$1,967,900 was also noted. Personal property tax revenue was estimated to increase by \$387,444. The Commissioner of Revenue was scheduled to provide an updated figure at the Budget Retreat. Healthy increases were projected in sales tax, meals tax, business licenses, permits and fees which he felt were indicators of a strong economy.

He reviewed the top four recommended allocations (\$7.2 million) for new revenue including:

- Personnel actions and adjustments totaling \$3,984,644. Details on the actions comprising this increase would be reviewed later in the presentation.
- School operating transfer of \$2 million in additional revenue to fund existing operations. School Administration had introduced their budget to the School Board the previous week and had requested an additional \$3 million in operating revenue. An additional \$600,000 had been included in the FY24 budget.
- Confinement of prisoners totaling \$692,640. The per diem rate for confined prisoners had increased significantly and the proposed increase included New Kent moving to a new jail system. The existing jail system (Henrico County) would increase the per diem rate from \$57 to \$97 in the next fiscal year. This was an almost \$2 million increase which staff felt was unacceptable. Plans were to tour the Pamunkey Regional Jail (Hanover County) later in the week with consideration being given to moving inmates to that facility. There had been ongoing conversations with Hanover County and they were very open to accepting inmates from New Kent.
- Colonial Downs transfer of \$517,288 to the operating budget for one time expenditures. The Board had adopted a policy of spending Colonial Downs revenue for one time capital projects.

Referencing the per diem rate for confined prisoners, Ms. Stewart asked if the figure provided was to stay in the current system or to go with the Pamunkey Regional Jail. Mr. Hathaway reported the figure provided was to go with Pamunkey and noted although it was an increase, it was much less than the cost to stay with Henrico County.

Mr. Hathaway noted the total General Fund increase in personnel actions was \$3,984,644. He drew attention to a list providing details and specifically noted the following:

- \$2,643,396 of the increase was to cover funding actions taken in FY24. These actions included 18 Fire-Rescue positions, 7 Sheriff's Office positions and \$552,121 to address salary compression in the Sheriff's Office.
- One new SRO Deputy position totaling \$105,139 was proposed. This cost included equipment, gear and training.
- Proposed position upgrades totaled \$64,015. Particular attention had been paid to director positions. Recent James City County salary study information as well as New Kent's salary study from several years ago had been used to formulate these recommendations. He reported the list of upgrades included positions he felt were not consistent with the market. Upgrading the part time Accounting Assistant Clerk position to full time was also recommended.
- Other proposed personnel actions totaled \$1,172,094. Those actions included a 4% COLA (Cost of Living Adjustment) for all permanent County employees totaling \$769,866. He reported most localities in the region were proposing a 4-5% COLA. An 11% increase in health insurance costs was projected for FY25. He reported some localities were experiencing a 15-20% increase. While 11% was significant, he was proposing that the increase not be passed along to employees and that the County absorb the full cost (\$337,909). Although there were signs the economy was improving, many employees continued to struggle due to the cost of living. He reported the proposed increase from Anthem (insurance provider) had been challenged but the claims history for the current year was consistent with the increase. While staff had been relatively healthy, there had been significant claims involving spouses. He felt it was important to continue covering spouses if the County was to continue to be competitive and attract quality staff members. He also noted a significant increase of \$327,647 in overtime in public safety.

- Proposed increases in the Public Utilities enterprise fund totaled \$352,146 and included a new Construction Project Manager position at \$179,150, staff turnover funding at \$75,636, 4% COLA for all permanent Public Utilities employees, a new part time Utility Intern at \$20,680 and a projected 25% increase (\$3,713) for on-call services.

A review of employee compensation and benefits indicated the following:

- 4% COLA for all employees totaling \$769,866.
- Health insurance rates – The County had received notice to anticipate an 11% increase. He was proposing that the increase not be passed along to employees and that the County absorb the full cost (\$337,909).
- VRS Rates – 11.85% DB, 3.5% DC Max (previously blended rate of 13.07%) totaling \$146,907.
- Health Credit rates would be reduced from 0.22% to 0.08%.
- VRS Group Term Life Insurance rates would remain at 1.34%.
- VML Auto, Liability and Workers Compensation Insurance rates were expected to increase approximately 6%.

A capital improvement budget totaling \$13,476,322 was also recommended. Mr. Hathaway said he had been over the list of capital projects at a previous meeting and would not review them again. He also noted the recommendations included setting aside a capital reserve totaling \$3.7 million from Colonial Downs revenue which could be used to reduce debt service on future projects. There were a number of future big capital projects to be addressed. Among those were school facilities and several Public Utilities projects. A new community center on the Wahrani Trail property with an estimated cost of \$1.885 million and \$1.5 million for HVAC replacement at New Kent Middle School were also proposed. The lion's share of CIP funding (\$10,446,172) would come from Colonial Downs revenue. Additional funding included \$2,700,150 in CIP cash reserves, \$250,000 in CVTA (Central Virginia Transportation Authority) funding and \$80,000 from federal and state grants.

Public Utilities water and sewer rates had not increased for six to seven years and had in fact been decreased on several occasions. Costs for maintenance and operations were increasing and as a result, a 4% increase was proposed. The County's financial consultants prepared the annual Public Utilities pro forma which considered utility program performance, planned expenditures, capital projects and expected revenues and through this analysis developed proper rates. He felt a 4% increase was necessary to maintain the utility system. He also reminded the Board that the Bottoms Bridge Service District Tax (ad valorem tax) had been eliminated the previous year. This revenue had been used to pay debt service and was no longer available. Connection and availability fees would remain unchanged.

The proposed FY25 Public Utilities budget totaled \$17,302,726 compared to \$12,397,748 in FY24. Proposed FY25 Public Utilities capital projects totaled \$9,574,800 compared to \$5,400,400 in FY24. Proposed projects included but were not limited to:

- \$1,750,000 for Parham Landing Wastewater Treatment solids handling.
- \$1,250,000 for land acquisition associated with the surface water withdrawal project.
- \$1,000,000 for a Brickshire water tank.
- \$1,000,000 for the New Kent Highway waterline interconnection project.
- \$1,000,000 for a Talleyville pump station grinder.

Budget documents would be posted online for public review and comment. A Budget Retreat would be held at 9:00 a.m. on March 15th at the New Kent Forestry Center. Plans were to conduct public hearings on the tax rate and fees on April 8th and the budget public hearings would be scheduled for May 6th. The Board would have to wait at least ten days after the public hearing before taking action on the general budget. The Board would be

asked to consider adoption at its May 28th work session. Mr. Hathaway said this information would be reviewed in more detail at the Budget Retreat. As in the past, the retreat would begin with a discussion with New Kent Schools. He entertained questions.

Mr. Evelyn asked if Board members had any comments or questions. Ms. Pearson asked if tax rates for surrounding localities could be provided by the Budget Retreat. Mr. Hathaway indicated that information had been collected and Finance Director Rebecca Guthrie distributed copies. Mr. Evelyn thanked Mr. Hathaway for the presentation and noted he was sure Board members would have questions on Friday.

IN RE: PUBLIC HEARING – RESOLUTION R-08-24 – CUP-01-24 – STEVEN JACKSON -
HOME OCCUPATION CONDITIONAL USE PERMIT TO TRAIN AND BOARD A
CANINE NOT BELONGING TO HIM ON HIS PREMISES

Before the Board for consideration was Resolution R-08-24 to approve Conditional Use Permit (CUP) Application CUP-02-23, Steven Jackson Dog Training and Boarding as a Home Occupation on Tax Map 2-36 (GPIN #P08-3780-2933). Principal Planner Kelli Le Duc provided a brief overview of the application. Mr. Jackson had requested a CUP to train and board canines that did not belong to him on his property located at 4653 Hopewell Road near the Hanover County Line. The property was zoned A-1 (Agriculture) and consisted of approximately six acres. Section 98-16(c) of the Zoning Ordinance allowed the Board of Supervisors to authorize the enlargement, expansion, intensification or operation of home occupations beyond the limits otherwise specified in the ordinance with a CUP. A use of this type was allowed in the A-1 zoning district with a CUP. Mr. Jackson had no intention of working with more than six dogs at any given time and this had been included in a list of six proposed conditions of the CUP. Staff had received no public comments/concerns from any reviewing agencies. The Planning Commission had considered this application at their February meeting and had voted unanimously to forward a favorable recommendation. Ms. Le Duc entertained any questions and turned the floor over to Mr. Jackson.

Mr. Jackson thanked the Board for their time and noted he was a dog trainer requesting a Conditional Use Permit to train dogs on his property. He entertained questions and again thanked the Board for their time.

Mr. Evelyn indicated the Board would have questions after the public hearing. He opened the public hearing. There being no one wishing to speak, the public hearing was closed. Mr. Evelyn called for questions. Mr. Stiers reported his family had an eighteen month old cockapoo that was a rescue and they were in fact the third rescuer. He reported the dog had eaten everything they owned included furniture, blankets and rugs and asked if this type of behavior was something for which Mr. Jackson could provide some help. Mr. Jackson replied “absolutely” and indicated they could talk.

Mr. Evelyn asked what type of training would be provided. Mr. Jackson reported most of the training provided was dog obedience for pets and included behavior modification such as sit, stay, down, come when called, public work and manners. Mr. Evelyn asked if he did any duck dog training. Mr. Jackson reported he didn’t typically provide this for clients but noted he had some family members who did retrieving. He also reported he had done some schutzhund training which was a working dog protection, obedience and tracking training but this was not something he would be providing as a part of his business.

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

Ms. Pearson moved to adopt Resolution R-08-24 to approve Conditional Use Permit Application CUP-01-24, Steven Jackson Dog Training and Boarding as a Home Occupation on Tax Map 2-36 (GPIN #P08-3780-2933). 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: ELECTED OFFICIALS REPORTS

Ms. Stewart thanked Fire Chief Rick Opett for allowing her to hold office hours at Fire Station #3 the previous week. She reported ten District Five residents had spent approximately 90 minutes talking with her about their concerns and what they loved/didn't love. It had been a really good time and a number of concerns had been addressed. There had also been some discussion about the budget. She also thanked Chief Deputy Joey McLaughlin for his assistance with addressing speeding concerns in the Eltham area. She expressed appreciation to her fellow Board members and County Administrator Rodney Hathaway for their assistance and support and noted she was happy to be with them.

Ms. Pearson reported she would be hosting a meeting with The Groves HOA (Homeowners Association) on March 25th and Mr. Hathaway and Assistant County Administrator Matthew Smolnik would also be participating.

Mr. Stiers reported he would be meeting with the WPOA (Woodhaven Property Owners Association) on March 25th.

Mr. Moyer expressed appreciation to Chief Deputy McLaughlin for speed monitoring in the Orapax/Dispatch Station area. He also reported Public Utilities Director Mike Lang and the Public Utilities department would host a town hall meeting at 6:30 p.m. on March 12th at Quinton Elementary School to discuss the Route 249 waterline extension. He noted there could be traffic issues as a result of the project and suggested this meeting may be of interest not only to residents along Route 249 but also to frequent travelers of this route. He expressed appreciation to School Superintendent Dr. Brian Nichols for allowing New Kent to use this school facility. He announced VDOT would be hosting a design meeting for the I-64 project from 5:00 p.m. to 7:00 p.m. on March 14th at the New Kent Elementary School.

Mr. Evelyn asked if the County would be putting information out about the I-64 Dedication ceremony in memory of former Board of Supervisor Patricia A. Paige? Mr. Hathaway indicated information would be posted and then announced the dedication was scheduled for noon on Wednesday, April 3rd at the eastbound rest area.

IN RE: STAFF REPORTS – UPCOMING EVENTS, "RAISE THE WOOF," SPRING RECYCLING AND PATRICIA A. PAIGE MEMORIAL HIGHWAY DEDICATION

County Administrator Rodney Hathaway announced several upcoming events including:

- The County would hold its first "Raise the Woof" event from 11:00 a.m. to 3:00 p.m. on April 20th at Pine Fork Park. He encouraged residents to bring their pets and noted there would be a variety of treats for pets including an ice cream truck. This event would be

hosted by the New Kent Economic Development Authority, the New Kent Sheriff's Office Animal Protection Unit and New Kent Parks and Recreation.

- The Spring Recycling Event hosted by the New Kent Clean County Committee would also be held on April 20th from 9:00 a.m. to 1:00 p.m. at the Courthouse complex. Residents would be able to bring paper for shredding as well as recycle tires and old electronics. The Lions Club would also be on hand to collect eyeglasses, hearing aids and plastic bags. Food and cash donations would also be accepted for the New Kent Sheriff's Office Animal Shelter.
- The Commonwealth Transportation Board had voted unanimously to name the stretch of I-64 through New Kent County in honor of former Board member, Patricia A. Paige. VDOT was installing signage and an unveiling ceremony was scheduled for noon on Wednesday, April 3rd at the eastbound rest area.

IN RE: OTHER BUSINESS

There was no other business.

IN RE: APPOINTMENTS – DELEGATED BY DISTRICT

Mr. Moyer moved to appoint Joseph McLaughlin, Jr. as District Two representative to the Board of Road Viewers to serve a four-year term beginning January 1, 2024 and ending December 31, 2027. 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

Ms. Stewart moved to appoint Greg Thompson as a representative to the Housing Advisory Committee.

Mr. Evelyn moved to appoint Joyce Peterson as a representative to the Housing Advisory Committee.

Ms. Pearson moved to appoint Stephanie Ripchick 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:

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

The motions carried.

IN RE: APPOINTMENTS – REGIONAL BOARDS AND COMMISSIONS

Mr. Moyer moved to appoint Jordan Stewart as a New Kent appointee to the Richmond Regional Transportation Planning Organization Policy Board to serve a four-year term beginning January 1, 2024 and ending December 31, 2027.

Ms. Pearson moved to appoint John Moyer as New Kent’s appointee to the Richmond Regional Transportation Planning Organization Executive Board to serve a four-year term beginning January 1, 2024 and ending December 31, 2027.

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: 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 Thursday, April 4, 2024 and the next work session 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 at the New Kent Forestry Center, 11301 Pocahontas Trail, Providence Forge, VA 23140.

Mr. Moyer moved to adjourn. 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.

The meeting adjourned at 8:08 p.m.

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

Meeting Date: 6/10/2024

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 Agreement between New Kent and Charles City for Professional Coordination Services - Children's Services Act</p>
<p>Issue</p>	<p>Annual renewal of agreement with Charles City County for New Kent Children Services Act (CSA) to provide technical and professional services in the administration of the Charles City Children's Services Act (CSA) program.</p>
<p>Recommendation</p>	<p>Staff recommends adoption.</p>
<p>Fiscal Implications</p>	<p>The cost of administering the Charles City Children Services Act (CSA) program will be funded by Charles City County as described in Attachment B (Page 7) of the agreement.</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:			

ATTACHMENTS:

Description	Type
FY25 Agreement with Charles City for CSA Coordination (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	5/31/2024 - 11:50 AM

Administration

Hathaway, Rodney

Approved

5/31/2024 - 12:38
PM

Attorney

Everard, Joshua

Approved

5/31/2024 - 2:36 PM

**AGREEMENT BETWEEN THE COUNTY OF NEW KENT, VIRGINIA
AND THE COUNTY OF CHARLES CITY, VIRGINIA FOR
PROFESSIONAL COORDINATION SERVICES**

THIS AGREEMENT, made and entered into this 1st day of July, 2024, by and between the County of NEW KENT, Virginia, whose principal office is located at 12007 Courthouse Circle, NEW KENT, Virginia ("NEW KENT"), and the County of CHARLES CITY, Virginia whose principal office is located at 10900 Courthouse Road, Charles City, VA 23030 ("CHARLES CITY"), (jointly, the "Parties").

WITNESSETH, the Parties hereby agree to provide the professional services stipulated in this AGREEMENT and the enclosed "SCOPE OF SERVICES", Attachment A, which is incorporated by reference, for the NEW KENT and CHARLES CITY Community Policy and Management Teams ("CPMT").

ARTICLE I. BASIC DESCRIPTION OF PROFESSIONAL SERVICES

The NEW KENT Children's Services Act ("CSA") Staff, on behalf of the NEW KENT/CHARLES CITY CPMT, will provide technical and professional services in the administration of the CHARLES CITY Family Assessment and Planning Teams ("FAPT") and will act as a liaison and spokesperson for both NEW KENT and the CHARLES CITY FAPT and CPMT.

NEW KENT and CHARLES CITY will have its own identified fiscal agent separate from one another and separate operating budgets. Vendor service agreements will be combined and authorized by New Kent County and include both counties for service provisions.

ARTICLE II. COMPENSATION AND MANNER OF PAYMENT

For professional services rendered on behalf of CHARLES CITY's CPMT, CHARLES CITY will pay NEW KENT \$38,686.00 to fund the salary and benefits of the CSA Director. An explanation of the annual cost is contained in Attachment B.

Payment and invoicing procedures will be as follows:

- A. Payments must be made to NEW KENT twice per year.
- B. Invoices will be sent twice per year, no later than the 31st day of the month in January and July.

ARTICLE III. SPECIFIC TERMS OF THE AGREEMENT

A. DURATION

The initial term of this AGREEMENT will be from July 1, 2024 until June 30, 2025. This Agreement will continue in force, thereafter from year to year, not to exceed two additional years unless terminated by either party at the end of the first year or the end of any subsequent year by giving the other party 30 days' written notice. Should this AGREEMENT continue in force, the fee may be adjusted yearly, if required based on the annual budget of NEW KENT. The amount of the proposed annual fee will be

presented to CHARLES CITY at least 30 days prior to the first day of such subsequent fiscal period or within five days of the approval of the final budget for such fiscal year, whichever occurs later. The NEW KENT and CHARLES CITY Administrative teams will meet in January of 2024 to assess the program.

B. TERMINATION

Either of the parties may terminate this AGREEMENT with or without cause, by giving 30 days' written notice to the other party. NEW KENT will be entitled to receive all expenses accrued until the date of termination.

C. ASSIGNMENT

Neither NEW KENT nor CHARLES CITY may assign or transfer their rights or obligations in the AGREEMENT.

D. AMENDMENT OF THE CONTRACT

No modifications or amendments of the terms hereof will be effective unless written and signed by the authorized representative of both parties to this AGREEMENT.

E. SEVERABILITY

If any part, term, or provision of this AGREEMENT is found by a Court of competent jurisdiction to be legally invalid or unenforceable, then such provisions or portion thereof will be performed in accordance with applicable laws. The invalidity or unenforceability of any provision or portion of this AGREEMENT will not affect the validity of any other provision or portion of this AGREEMENT.

F. SPACE and ITEMS NEEDED TO RUN PROGRAM

CHARLES CITY will provide appropriate office space to the CSA Director while in CHARLES CITY conducting CHARLES CITY business, as well as appropriate office supplies and mileage reimbursement at the state rate while conducting CHARLES CITY business. CHARLES CITY will also provide appropriate access to the County's network.

G. NOTICE

Any notice, demand, or request by or made pursuant to this AGREEMENT will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the representative specified below or as otherwise designated in writing and mutually agreed.

NEW KENT's Representative:

Rodney Hathaway
County Administrator
12007 Courthouse Circle
NEW KENT, VA 23124

CHARLES CITY's Representative:

Michelle Johnson
County Administrator
10900 Courthouse Road
Charles City, VA 23030

NEW KENT's primary representative will be Rodney Hathaway, County Administrator, (804) 966-9683, or as otherwise designated in writing.

CHARLES CITY's primary representative will be Michelle Johnson, County Administrator, (804) 652-4701, or as otherwise designated in writing.

Nothing contained in this Section will be construed to restrict the transmission of routine communication between representatives of NEW KENT or CHARLES CITY.

H. CONTROLLING LAW: VENUE PENDING/DURING LITIGATION

This AGREEMENT is made, entered into, and will be performed in the Commonwealth of Virginia, and will be governed by the applicable laws of the Commonwealth of Virginia without regard to its conflict of law rules. In the event of litigation concerning this AGREEMENT, the parties agree to the exclusive jurisdiction and venue of the Circuit Court for the County of NEW KENT, Virginia; however, in the event that the federal court has jurisdiction over the matter, then the parties agree to the exclusive jurisdiction and venue of the U.S. District Court for the Eastern District of Virginia, Richmond Division.

I. ENTIRE AGREEMENT

This AGREEMENT comprises the entire understanding between the parties and cannot be modified, altered or amended, except in writing and signed by both parties.

J. WAIVER

The failure by one party to require performance of any provision of this AGREEMENT will not affect that party's right to require performance at any time thereafter, nor will a waiver of any breach or default of the AGREEMENT constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed and sealed this AGREEMENT as of the day and year first above written.

APPROVED AS TO FORM:

Joshua S. Everard
NEW KENT County Attorney

County of NEW KENT, Virginia

Rodney A. Hathaway
County Administrator

ATTEST:

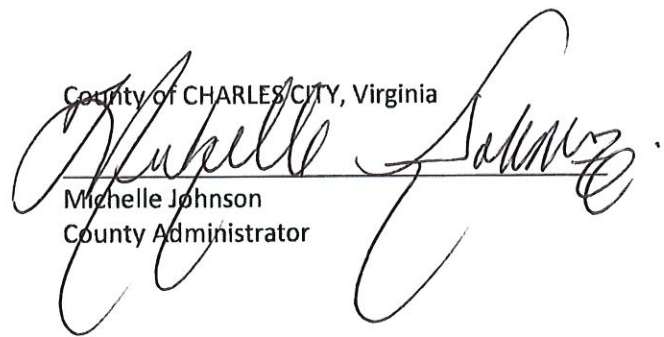
Witness

IN WITNESS WHEREOF, the parties hereto have executed and sealed this AGREEMENT as of the day and year first above written.

APPROVED AS TO FORM:



CHARLES CITY County Attorney

County of CHARLES CITY, Virginia


Michelle Johnson
County Administrator

ATTEST:



Witness

Attachment A

SCOPE OF SERVICES

General Statement of Services

CHILDREN'S SERVICES ACT ("CSA") STAFF NEW KENT DEPARTMENT OF CHILDREN SERVICES

CSA Staff will perform administrative duties in overseeing the CSA program for NEW KENT County and CHARLES CITY County. Work involves assessing client needs, facilitating, attending, and providing staff support, negotiating service contracts with private and public vendors to provide services under the Act, and for preparing various fiscal and statistical reports.

Specific Duties and Responsibilities of CSA Staff:

1. Oversees the administration of the CSA program in multiple jurisdictions; develops policies and procedures.
2. Screens referrals for required information, agency staffing, eligibility criteria and timeliness; assesses needs of clients referred, utilizing clinical information.
3. Monitors implementation of service plans and results for on-going cases to determine suitability of services, utilizing clinical information.
4. Communicates with FAPT and CPMT members, service providers, case managers and family members.
5. Facilitates and provides staff support to the teams, assists the case managers in funding request cases.
6. Documents all CSA actions pertaining to each child in care; maintains official records for each case.
7. Recommends CSA program services, service providers and changes in service; negotiates service contracts with private and public vendors; investigates and audits questionable fees or services, and generates contracts.
8. Determines the effectiveness of programs to ensure cost effectiveness; administers interagency contracts.
9. Manages CSA program expenditures to comply with budget requirements and State guidelines. Assist County Administration with budget and applying for budget allocation request.
10. Collects and disseminates information on available services; compiles and submits fiscal and statistical reports.
11. Conduct joint CPMT and FAPT meetings for both localities.
12. Receive and process invoices.
13. Pay invoices and track budget expenditures.
14. Complete monthly CSA expenditure and reimbursement reports w/ local fiscal agents.
15. Manage both CPMT and FAPT in both localities.

Attachment B

EXPLANATION OF CHARLES CITY'S ANNUAL FEE

Salary:

CSA Director

Salary	\$ 31,973.00
Employment Taxes	\$ 2,446.00
VRS PLAN 1	\$ 3,789.00
VRS LIFE	\$ 428.00
VRS Health Ins. Credit	\$ 26.00
Workers' Comp	\$ 24.00
Total Salary Cost	\$ 38,686.00

Total Annual Cost **\$ 38,686.00**

Figures are estimates and based on NEW KENT County annual fiscal budget for Fiscal Year 2024-2025. Funding request amounts for local share contributions will be invoiced annually based on current personnel costs which may reflect annual raise increases or other changes in personnel costs.

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

Meeting Date: 6/10/2024

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>Adoption of Proposed Amended Bylaws</p>
<p>Issue</p>	<p>A motion was made and adopted at the May 6, 2024 Board of Supervisors meeting to have the Board consider amending the Bylaws of the Board of Supervisors of New Kent County, Section 6, Subsection A, to state that the Board will advertise all public hearings to begin at or after 6:30 p.m.</p> <p>The required 30 days have passed and the Board is asked to adopt the proposed amended bylaws as presented.</p>
<p>Recommendation</p>	<p>Adoption</p>
<p>Fiscal Implications</p>	
<p>Policy Implications</p>	
<p>Legislative History</p>	
<p>Discussion</p>	<p>This amendment will change only the start time for public hearings, moving them from 7:00 p.m. to 6:30 p.m. All other provisions of the bylaws remain unchanged.</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
Bylaws - Proposed Amendment (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	5/31/2024 - 12:19 PM
Administration	Hathaway, Rodney	Approved	5/31/2024 - 12:39 PM
Attorney	Everard, Joshua	Approved	5/31/2024 - 2:37 PM

BYLAWS
BOARD OF SUPERVISORS
NEW KENT COUNTY

Adopted February 8, 1993
Readopted May 9, 1994
Amended and Readopted February 13, 1995
Amended and Readopted April 9, 1996
Amended and Readopted March 10, 1997
Amended and Readopted March 8, 1999
Amended and Readopted March 13, 2000
Readopted January 8, 2001
Amended and Readopted January 14, 2002
Amended and Readopted April 14, 2003
Amended and Readopted February 9, 2004
Amended and Readopted February 14, 2005
Readopted January 9, 2006
Amended and Readopted February 12, 2007
Amended and Readopted February 26, 2008
Readopted January 12, 2009
Amended and Readopted February 19, 2010
Amended and Readopted on February 14, 2011
Amended and Readopted February 13, 2012
Readopted January 14, 2013
Readopted February 26, 2014
Readopted January 12, 2015
Amended and Readopted February 24, 2016
Amended and Readopted February 13, 2017
Readopted January 8, 2018
Readopted January 15, 2019
Readopted January 13, 2020
Readopted January 12, 2021
Readopted January 11, 2022
Readopted January 9, 2023
Readopted January 10, 2024
Amended and Readopted June 10, 2024

BYLAWS
BOARD OF SUPERVISORS
NEW KENT COUNTY

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V	PROCEDURES FOR DEALING WITH ITEMS NOT ON AGENDA	6
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ARTICLE I

OFFICERS AND THEIR SELECTION

- A. The Officers of the Board shall consist of a Chairman and Vice Chairman, each of whom shall serve for a term of one (1) year. The Board shall also annually elect a Clerk of the Board (County Administrator) and a Deputy Clerk.
- B. Nomination of Officers shall be made from the Board at the first meeting of each calendar year. Election of Officers shall follow immediately.

ARTICLE II

DUTIES OF OFFICERS

- A. The Chairman shall:
 - (1) Preside at all meetings;
 - (2) Make Board committee appointments;
 - (3) Work closely with the County Administrator on day-to-day matters and approve the agendas for all meetings;
 - (4) Serve on all standing committees of the Board;
 - (5) Carry out such other duties as assigned by the Board.
- B. The Vice-Chairman shall assume the duties of Chairman in the Chairman's absence or inability to act.

ARTICLE III

AGENDA PREPARATION POLICY

- A. The County Administrator (Clerk of the Board) shall prepare an agenda for each regular meeting of the Board. Supervisors, staff, and others may submit to the County Administrator items for the agenda along with a completed Agenda Request Form at any time prior to Noon twelve (12) calendar days preceding the regular meeting to which such item relates. All agenda items shall be approved by the Chairman. Items for the agenda may be added within the twelve day period before the meeting with the approval of the Chairman.
- B. A consent agenda may be established. The consent agenda may include items that are routine and non-controversial such as: approval of minutes, resolutions or certificates of commendation or recognition (which must be sponsored by one or more Board members), any other item that the Clerk determines is non-controversial and routine, subject to approval by the Chairman. At the request of any member, an item shall be removed from the consent agenda and considered separately. All items remaining on the consent agenda may be considered by one vote.
- C. Copies of the proposed agenda shall be made available at the office of the County Administrator for each Supervisor and for members of the news media serving the County not later than seven (7) calendar days preceding the meeting to which it relates.

ARTICLE IV

MEETINGS

- A. The time and place of Board meetings shall be set from time to time by resolution of the Board in conformance with state law.
- B. Minutes from the previous month's meeting or meetings shall be delivered to the Board members with the agenda prior to the first meeting of the month. Unless requested by a Board member, the minutes will not be read and will be approved upon motion and vote of the Board.

C. ORDER OF BUSINESS

- (1) Call to order
- (2) Invocation
- (3) Roll Call
- (4) Approval of minutes and consent agenda
- (5) Small Business Close Up
- (6) Residency Administrator's Report
- (7) Citizens comment period
- (8) Unfinished business
- (9) New business
- (10) Elected Official reports
- (11) Staff reports
- (12) Other Business
- (13) Appointments
- (14) Closed Session (if needed)
- (15) Adjourn

The Chairman has the authority to alter this order of business.

D. QUORUM AND METHOD OF VOTING

- (1) A majority of the members of the Board shall constitute a quorum of the Board.
- (2) Every member who is in the meeting room when the question is put, shall vote or state his or her reason for abstaining. The member shall announce such intention to abstain at the time the issue comes before the Board and shall not participate in the discussion on such issue or question.
- (3) A recorded roll call vote shall be taken on matters as required by law and on other matters as deemed appropriate by the Chairman or at the request of any member.

E. PROCEDURE FOR ROLL CALL OF BOARD MEMBERS

- (1) The Chairman shall cast the last vote.
- (2) The members of the Board shall cast votes in district order on a rotating basis.

All motions shall be restated by the Chairman, Clerk, or Deputy Clerk before a vote is taken and the result of the vote shall be announced following each vote.

F. GENERAL AND SPECIAL RULES OF PROCEDURE

- (1) The rules contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the Board in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Board may adopt.
- (2) Members need not rise when speaking.
- (3) Motions need not be seconded.
- (4) There is no limit to the number of times a member can speak to a question.
- (5) Informal discussion of a subject is permitted while no motion is pending.
- (6) The Chair need not rise while putting questions to vote.
- (7) The Chair may speak in discussion without rising or relinquishing the Chair.
- (8) The Chair may make motions and vote on all questions.

G. MEMBERS ABSENTING THEMSELVES FROM MEETING PRIOR TO ADJOURNMENT

After the names of members of the Board have been recorded as present at any meeting of the Board, the members shall not absent themselves previous to adjournment unless by consent of the Board.

H. BOARD TO SIT WITH OPEN DOORS

The Board shall sit with open doors and all persons conducting themselves in an orderly manner may attend the meetings; however, the Board may hold closed sessions as permitted by law.

I. CITIZENS COMMENT PERIOD

- (1) Any person who wishes to speak at the public comment period shall indicate their name, address, and topic on the public comment register.
- (2) The Chair after opening the public comment period will call on each speaker in the order their names appear on the register.
- (3) Each speaker shall state his or her name and address for the record.
- (4) Each speaker shall be allowed three (3) minutes for comments unless additional time is granted by the Chair. If a speaker represents a group, there shall be a time limit of seven (7) minutes.
- (5) All comments will be addressed to the Chair.
- (6) All items presented during citizens comment period will be taken under advisement by the Board. The Board will take no action on items brought to the attention of the Board during public comment period, unless such action is taken in accordance with

Article V of these bylaws.

J. PROCEDURE TO ADDRESS THE BOARD

- (1) When any person, including Board members, speaks to the Board, they shall address the Chair and shall confine themselves strictly to the question before the Board.
- (2) No person in attendance at a meeting of the Board shall be permitted to address the Board while members are considering any motion, resolution or ordinance preliminary to a vote on the same, except at the discretion of the Chair.

ARTICLE V

PROCEDURES FOR DEALING WITH ITEMS NOT ON THE AGENDA

- A. Any matter not on the agenda shall not be considered except at the discretion of the Chair. Any matter not listed on the agenda shall not be acted upon over the objection of any three members present.
- B. For any special meeting, the business to be discussed shall be stated in the call for such meeting. The Chairman or Administrator shall prepare a written agenda listing all items to be considered for every special meeting. No other business shall be discussed or acted upon over the objection of any member present.

ARTICLE VI

PUBLIC HEARINGS

- A. All public hearings will be advertised to begin at ~~7:00~~ **6:30** p.m. unless otherwise directed by the Chair. Public hearings may be postponed, continued or canceled at the discretion of the Board.
- B. In addition to those required by law, the Board, at its discretion, may hold public hearings when it decides that a hearing will be in the public interest.
- C. The following rules shall apply to public hearings:
 - (1) Any person who wishes to speak at the public hearing shall indicate their name and address on the register for that hearing.
 - (2) The Chair, after opening the public hearing, will call on each speaker in the order their names appear on the register.
 - (3) Each speaker shall state his or her name and address for the record.
 - (4) Each speaker shall be allowed three (3) minutes for comments unless additional time is granted by the Chair. If the speaker represents a group there shall be a time limit of seven (7) minutes.

- (5) Speakers shall restrict their comments to the item for which the public hearing is being held. All comments will be addressed to the Chair.
- D. The following format shall apply to the conduct of public hearings which may be changed at the discretion of the Chair:
- (1) Staff report on the Item.
 - (2) Presentation or comments by the applicant or their representative.
 - (3) Questions or comments by the Board members.
 - (4) Formal opening of the public hearing by the Chair.
 - (5) Comments by the public.
 - (6) Further comment by the applicant or their representative.
 - (7) Formal closing of the public hearing by the Chair.
 - (8) Discussion and action by the Board.

ARTICLE VII

APPOINTMENT OF COMMITTEES

- A. The Chairman shall appoint committee members to any permanent or temporary committee of the Board.
- B. Appointments to other commissions and boards shall be approved by vote of the Board. Whenever possible, membership on such bodies shall be proportional by election districts. Appointees shall serve at the pleasure of the Board unless otherwise directed by state law. If any board or commission contains an odd number of members, the district under-represented shall be on a rotating basis.
- C. The Board shall charter all committees, whether permanent or temporary. The charter shall, at a minimum, prescribe the committee's mission, membership, and duration, authorize or prohibit the expenditure of public funds, and set forth any reports, results or other item the committee shall deliver to the Board.
- D. In accordance with Virginia Code section 44-146.19 (B) (2), as well as New Kent County Code Chapters 30-161 and 30-162, the Board will annually appoint a member of the Board of Supervisors as the Director of Emergency Management and as Director of Emergency Services, who in turn will appoint a Coordinator of Emergency Management/Coordinator of Emergency Services, with the consent of the Board.

ARTICLE VIII

PROCEDURES FOR FINANCIAL CONTROL

- A. Annual appropriations shall be subject to the following method of internal control:
- (1) The Board may make annual appropriations for the purpose of limiting the normal operating expenditures of the County.
 - (2) The County Administrator shall have the authority to transfer appropriations by line item within departments, except for payroll and employee benefits line items (1000-2999). All transfers are to be reported to the Board on a monthly basis.
 - (3) The County Administrator will not have the authority to transfer appropriations between departments.
 - (4) The County Administrator will report to the Board in summary form all revenues and expenditures on a monthly basis.
 - (5) Financial Services will report to all Department Heads and Constitutional Officers, expenditures/expenses by line item every two months.
- B. All normal operating expenditures of the County shall be processed in the following manner:
- (1) All bills or invoices will be approved by the appropriate department head or constitutional officer, and received by Financial Services.
 - (2) Disbursement of funds and documentation of each disbursement will be prepared by the Financial Services office.
 - (3) All bills, invoices, and disbursement documentation will be reviewed by Finance and the County Administrator for approval.
 - (4) Finance and the County Administrator will review all invoices and submitted expenditures and initial disbursement documentation printouts.
 - (5) All disbursement documentation will be presented to the Treasurer for review and approval.
 - (6) Upon approval, the Treasurer will sign all checks and keep one copy of the check register for the record in addition to all other disbursement documentation.
 - (7) All funds will be distributed, as appropriate, by the Financial Services office.
- C. The Treasurer will submit a monthly report of financial condition on forms provided by the Board of Supervisors. The Board will consider approval of the report monthly.
- D. The Board shall approve all County contracts and amendments as outlined in the New Kent County Purchasing Manual.

ARTICLE IX

DUTIES OF THE COUNTY ADMINISTRATOR

The County Administrator shall:

- A. Prepare the agenda for each meeting and submit it to the Chairman for approval in conformance with the agenda preparation procedure outlined in these bylaws.
- B. Keep a written record of all business transacted by the Board.
- C. Administer the financial control procedures of the County as set forth in these bylaws.
- D. Advise and inform the Board on all matters affecting County government.
- E. Execute all formal documents authorized by the Board.
- F. Provide and supervise all staff services directly under the control of the Board.
- G. Be responsible for all personnel management of the County. The County Administrator shall advise the Board prior to the hiring or dismissal of Department Directors.
- H. Prepare an annual operating budget for the County government in accordance with guidelines established by the State auditor's office for approval by the Board. The County Administrator shall be responsible for maintaining adequate financial and accounting records on all County business under the County Administrator's control.
- I. Serve as the Board's representative in all circumstances where the Chairman, Vice Chairman, or a majority of the Board members are not available.
- J. Perform all other duties delegated by the Board or as required by law.

ARTICLE X

AMENDMENTS

These Bylaws may be amended by a recorded majority vote of the entire membership of the Board after thirty (30) days prior written notice.

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

Meeting Date: 6/10/2024

Refunds

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>Mr. Chairman, I move to approve the request as presented and that it be made a part of the record.</p>
<p>Subject</p>	<p>REFUND - Real Estate Tax - Veteran Exemption</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:	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: 6/10/2024

Reason for refund	Veteran exempt as of 10/18/21. Refund 2023, 2022 and prorated portion of 2021.		
Refund Amount	\$5,515.89		
Name and complete mailing address for refund recipient			
Line item identification and breakdown	2023 - \$2,462.92 2022 - \$2,462.92 2021 - \$590.05		
Request prepared by:	Shannon McLaughlin	Telephone:	804-966-9609
Date of Request:	5/24/2024		

REVIEWERS:

Department	Reviewer	Action	Date
Commissioner of Revenue	McLaughlin, Shannon	Approved	5/24/2024 - 9:39 AM
Administration	Hathaway, Rodney	Approved	5/30/2024 - 1:30 PM
Attorney	Everard, Joshua	Approved	5/31/2024 - 2:44 PM

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

Meeting Date: 6/10/2024

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 - \$4,543.58. 2. Gifts & Donations - Fire-Rescue - Lewis & Darlene Stanley (\$25), Brenda Farrell (\$100) and David & Linda Eagan (50), \$175. 3. Restitution - Robert Eastman (\$300) and Howard Keith Jones (\$200) \$500. 4. VRSA Insurance - Sheriff - Claim #02-23-56872-1-AP, DOL 4/25/2024 (\$500) and General Services - Claim #02-23-58045-1-AP, DOL 5/2/2024 (\$1,002.52), \$1,502.52. 5. Sheriff Extra Duty Private - Colonial Downs Group: 02/16/2024-03/09/2024 (\$4,588.24) and 03/15/2024-04/06/2024 (\$3,211.76), \$7,800. 6. Sheriff Extra Duty Schools - School HS Sports: 3/30/24, \$828.91. 7. PERP Funds - Local Only PERP - April, \$1,500. 8. Photo Speed Enforcement - Blue Line Solutions LLC, \$4,980. 9. Farmers Market Registration Funds, \$2,975. 10. Interest Income for EDA Series 2022 Lease Revenue Bond - April, \$23,438.52. 11. Vending Machine Sales - Sheriff's Office (\$52.95) and Administration (\$77.62), \$130.57. 12. Opioid Abatement Settlement Funds, \$38,715.17. 13. Interest Income for 2022 W&S Bond - April 2024, \$20,034.57. <p style="margin-left: 40px;">\$107,123.84 - Total (\$23,435.58) - Total In/Out - General Fund (1101) (\$38,715.17) - Total In/Out - Grant Fund (1106) (\$1,500.00) - Total In/Out - Social Services (1201) (\$23,438.52) - Total In/Out - Debt Service (1401) (\$20,034.57) - Total In/Out - Water/Sewer (1514)</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 061024 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	5/30/2024 - 11:39 AM
Administration	Hathaway, Rodney	Approved	5/30/2024 - 1:29 PM
Attorney	Everard, Joshua	Approved	5/31/2024 - 2:39 PM

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
 From: Andrea Gardner, Assistant Director of Financial Services
 Subject: FY24 Supplemental Appropriations For Munis (June 10 BOS Meeting)
 Date: 5/28/2024

FY2023-2024

This memo is to request the following supplemental appropriations:

	Revenue	Expenditure
<u>To Appropriate Animal Shelter Donations</u>		
<i>Donations totaling \$4,543.58 received by Sheriff's Department</i>		
REVENUE:		
110918-318402	\$ (4,543.58)	
Animal Shelter Donations		
EXPENDITURE:		
11351000-403190		\$ 4,543.58
Veterinarian Services		
<u>To Appropriate Gifts & Donations</u>		
<i>Fire: Lewis & Darlene Stanley (\$25.00); Brenda Farrell (\$100.00); David & Linda Eagan (\$50.00)</i>		
REVENUE:		
110918-318401	\$ (175.00)	
Gifts & Donations		
EXPENDITURE:		
11321000-405894		\$ 175.00
Public Education Donations-Fire		
<u>To Appropriate Restitution Funds</u>		
<i>Sheriff: Robert Eastman (\$300.00); Howard Keith Jones (\$200.00)</i>		
REVENUE:		
110918-318501	\$ (500.00)	
Restitution		
EXPENDITURE:		
11351000-403190		\$ 500.00
Veterinarian Services		
<u>To Appropriate Funds Received from VRSA Insurance</u>		
<i>Sheriff - Claim #02-23-56872-1-AP, DOL 4/25/2024 (\$500.00)</i>		
<i>General Services - Claim #02-23-58045-1-AP, DOL 5/2/2024 - 5/3/2024 (\$1,002.52)</i>		
REVENUE:		
110918-318203	\$ (1,502.52)	
Insurance Recoveries		
EXPENDITURE:		
11312000-405840		\$ 500.00
Insurance Damages/Recoveries		
11423000-405540		\$ 1,002.52
Insurance Damages/Recoveries		
<u>To Appropriate Funds for Sheriff Extra Duty Private</u>		
<i>Colonial Downs Group: 02/16/2024-03/09/2024 (\$4,588.24); 03/15/2024-04/06/2024 (\$3,211.76)</i>		
REVENUE:		
110919-319204	\$ (7,800.00)	
Recovered Costs - Misc.		
EXPENDITURE:		
11312000-401304		\$ 7,800.00
Salaries - Supp Activities		
<u>To Appropriate Funds for Sheriff Extra Duty Schools</u>		
<i>School HS Sports: 03/30/2024 (\$828.91)</i>		
REVENUE:		
110919-319204	\$ (828.91)	
Recovered Costs - Misc.		
EXPENDITURE:		
11312000-401320		\$ 828.91
Extra Security Detail-Schools		

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
 From: Andrea Gardner, Assistant Director of Financial Services
 Subject: FY24 Supplemental Appropriations For Munis (June 10 BOS Meeting)
 Date: 5/28/2024

FY2023-2024

This memo is to request the following supplemental appropriations:

	Revenue	Expenditure
<u>To Appropriate PERP Funds Received</u>		
<i>Local Only PERP: April (\$1,500.00)</i>		
REVENUE:		
250919-319204 Recovered 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 (\$4,980.00)</i>		
REVENUE:		
110401-314105 Photo Speed Enforcement	\$ (4,980.00)	
EXPENDITURE:		
11312000-406019 Photo Speed Enforcement Supply		\$ 4,980.00
<u>To Appropriate Farmers Market Registration Funds</u>		
<i>Farmers Market (\$2,975.00)</i>		
REVENUE:		
110918-318305 Farmers Market Reg. Fee	\$ (2,975.00)	
EXPENDITURE:		
11110200-405843 Special Events		\$ 2,975.00
<u>To Appropriate Interest Income for EDA Series 2022 Lease Revenue Bond</u>		
<i>March (\$23,438.52)</i>		
REVENUE:		
310501-315107 Interest on Bond Proceeds	\$ (23,438.52)	
EXPENDITURE:		
31680000-458010 Historic School Campus-Renov		\$ 13,693.50
31380000-438015 Animal Shelter		\$ 9,745.02
<u>To Appropriate Funds for Vending Machine Sales</u>		
<i>Sheriff's Office (\$52.95)</i>		
<i>Administration (\$77.62)</i>		
REVENUE:		
110918-318204 Vending Machine Sales	\$ (130.57)	
EXPENDITURE:		
11312000-406002 Food & Serving Supplies		\$ 52.95
11122200-406038 Food & Serving Supplies - Employee Functions		\$ 77.62
<u>To Appropriate Opioid Abatement Settlement Funds Received</u>		
<i>Opioid Abatement (\$38,715.17)</i>		
REVENUE:		
130924-324200-12012 Opioid Abatement Program	\$ (38,715.17)	
EXPENDITURE:		
13312000-405899-12012 Opioid Abatement Program		\$ 38,715.17

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
 From: Andrea Gardner, Assistant Director of Financial Services
 Subject: FY24 Supplemental Appropriations For Munis (June 10 BOS Meeting)
 Date: 5/28/2024

FY2023-2024

This memo is to request the following supplemental appropriations:

	Revenue	Expenditure
<u>To Appropriate Interest Income for 2022 W&S Bond</u>		
April 2024 (\$20,034.57)		
REVENUE:		
370961-361101	\$ (20,034.57)	
Interest on Investments		
EXPENDITURE:		
37940000-408642		\$ 20,034.57
Solids Stabilization Dewatering		
	\$ (107,123.84)	\$ 107,123.84
\$ 107,123.84	Total	
\$ (23,435.58)	Total In/Out - General Fund (1101)	
\$ (38,715.17)	Total In/Out - Grant Fund (1106)	
\$ (1,500.00)	Total In/Out - Social Services (1201)	
\$ (23,438.52)	Total In/Out - Debt Service (1401)	
\$ (20,034.57)	Total In/Out - Water/Sewer (1514)	
-	Check	

- 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
 - 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
 - Gary Martin, General Services Director
 - Carrie Weber, Office Manager

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

Meeting Date: 6/10/2024

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>
Subject	FY24 Interdepartmental Budget Transfers
Issue	
Recommendation	
Fiscal Implications	<ol style="list-style-type: none"> 1. Administration: From Reserved for Contingency to AED Supplies, \$5,767.65. 2. Administration: From Fund Balance to County Facility Rehab Projects, \$121,500. 3. Fire-Rescue: From Extrication Equipment to Support Apparatus Replacement, \$400.14. 4. Parks and Recreation: From Maintenance Service Contract to Insurance Damages/Recovery (\$250), From Before & After School Wages to Overtime - Wages (\$1,500) and From Lawn Maintenance to Lease & Rental of Equipment (\$750), \$2,500.
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
-------------	------

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	5/30/2024 - 10:47 AM
Administration	Hathaway, Rodney	Approved	5/30/2024 - 1:29 PM
Attorney	Everard, Joshua	Approved	5/31/2024 - 2:38 PM

BUDGET TRANSFER FORM

ACCOUNTING PERIOD:
Apr-24 **FY24**

BATCH # _____
REF # _____

FUNDS COMING FROM (CREDIT)			FUNDS GOING TO (DEBIT)		
Account Number	Account Description	Amount	Account Number	Account Description	Amount
11914000-409301	Reserved For Contingency	\$ 5,767.65	11321000-406016	AED Supplies	\$ 5,767.65
Requires BOS Approval					
		\$ 5,767.65			\$ 5,767.65

Explanation for transfer: Fire and Rescue - County AED Supplies

RAH 4/25/2024
PREPARE'S INITIALS DATE

FOR FINANCE OFFICE USE ONLY

CHECKED FOR FUNDS: RG 4/25/24
ENTERED: _____
POSTED: _____

DEPARTMENT: Administration

DEPT HEAD SIGNATURE: _____

DATE: 4/25/2024

COUNTY ADMINISTRATOR APPROVAL: 

BUDGET TRANSFER FORM

ACCOUNTING PERIOD:

Jun-24 **FY24**

BATCH # _____

REF # _____

FUNDS COMING FROM (CREDIT)			FUNDS GOING TO (DEBIT)		
Account Number	Account Description	Amount	Account Number	Account Description	Amount
310948 348102	ESTIMATED FUND BALANCE USED	\$ 121,500.00	31180000 418050	COUNTY FACILITY REHAB PROJECTS	\$ 121,500.00
Requires BOS Approval					
		\$ 121,500.00			\$ 121,500.00

Explanation for transfer: To cover renovations for the Courthouse project, HHS, and downstairs of the Administration building.

KLC 5/28/2024
 PREPARER'S INITIALS DATE

FOR FINANCE OFFICE USE ONLY

CHECKED FOR FUNDS: KLC 5-28-2024

ENTERED: _____

POSTED: _____

DEPARTMENT: Administration

DEPT HEAD SIGNATURE: _____

DATE: 5/29/2024

COUNTY ADMINISTRATOR APPROVAL: _____

BUDGET TRANSFER FORM

ACCOUNTING PERIOD:

May-24 FY24

BATCH # _____

REF # _____

FUNDS COMING FROM (CREDIT)			FUNDS GOING TO (DEBIT)		
Account Number	Account Description	Amount	Account Number	Account Description	Amount
31380000 438162	Extrication Equipment	\$ 400.14	31380000 438120	Support Apparatus Replacement	\$ 400.14
Requires BOS Approval					
		\$ 400.14			\$ 400.14

Explanation for transfer: To cover the overage due to unexpected expenses

ENB 5/17/24
 PREPARER'S INITIALS DATE

FOR FINANCE OFFICE USE ONLY

CHECKED FOR FUNDS: RG 5/19/24

ENTERED: _____

POSTED: _____

DEPARTMENT: Fire-Rescue

DEPT HEAD SIGNATURE: [Signature]

DATE: 5/17/24

COUNTY ADMINISTRATOR APPROVAL: [Signature] 5/18/24

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

Meeting Date: 6/10/2024

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 - April 2024
Issue	
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	Cash as of April 30, 2024, \$111,501,691.85 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 - April 2024 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	5/17/2024 - 9:15 AM
Administration	Hathaway, Rodney	Approved	5/30/2024 - 1:30 PM
Attorney	Everard, Joshua	Approved	5/31/2024 - 2:38 PM



New Kent
 C O U N T Y
 Treasurer's Office
Cash Report
 As of April 30, 2024

Cash Account Balance (total per statements)	43,378,191.81
<u>Investments</u> (per statements)	
C&F - Certificates of Deposit	8,126,710.85 General Operations
Local Government Investment Pool	4,544.25
Virginia Investment Pool	48,967,552.64
Primis - Money Market + ICS	10,653,803.25
Total Investments	67,752,610.99
<hr/>	
Total Cash and Investments	111,130,802.80
Escrow Accounts (Soil and Erosion)	370,889.05
Total Cash in Bank	111,501,691.85 <i>including escrow funds</i>

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

Meeting Date: 6/10/2024

PUBLIC HEARINGS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	authorize the County Administrator to execute a lease agreement with RAB Wings2Wheels, LLC in a form approved by the county attorney.
Subject	PUBLIC HEARING - RAB Wings2Wheels, LLC Lease - Airport Manager Duane Goss
Issue	
Recommendation	Approval
Fiscal Implications	Will generate revenue for the County for maintenance of based aircraft as well as transient aircraft.
Policy Implications	
Legislative History	
Discussion	Ms. Anna Brown, owner of RAB Wings2Wheels, LLC has leased this space since 2019 and has been operating as RAB Aviation Services, LLC. The proposed agreement will include approximately 147 square feet of office space and approximately 5,400 square feet of hangar space located at 6901 Terminal Road, Quinton, VA.

Time Needed:		Person Appearing:	Airport Manager Duane B. Goss
Request prepared by:	Wanda Watkins	Telephone:	(804) 966-9683
Copy provided to:	Mary Alemus, Finance Director		

ATTACHMENTS:

Description	Type
RAB Wings2Wheels Draft Lease (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date

Clerk	Watkins, Wanda	Approved	5/31/2024 - 12:49 PM
Administration	Hathaway, Rodney	Approved	5/31/2024 - 1:21 PM
Attorney	Everard, Joshua	Approved	5/31/2024 - 2:43 PM

Lease Agreement

THIS LEASE AGREEMENT (“Lease”) is made this 1st day of June, 2024 by and between NEW KENT COUNTY, a political subdivision of the Commonwealth of Virginia (“Lessor”), and RAB WINGS2WHEELS, LLC., a Virginia Limited Liability Corporation, whose principal place of business is located at 6901 Terminal Road, Quinton, Virginia 23141, address of the airport, and whose Owner and Manager is Ms. Anna Brown. (“Lessee”).

The Manager of the New Kent County Airport, Duane B. Goss, (“Airport Manager”) is hereby designated as the primary contact person by New Kent County for this lease agreement.

This lease agreement incorporates the New Kent County Airport Rules, Regulations, and Minimum Standards (Attachment “A”) which is incorporated by reference to this lease; it also incorporates any future versions of the New Kent County Airport Rules, Regulations, and Minimum Standards approved by the New Kent County Board of Supervisors of which the Lessee will be responsible for the contents thereof. Should any provision of this lease be in conflict with the New Kent County Rules, Regulations, and Minimum Standards, the New Kent County Rules, Regulations, and Minimum Standards will have priority.

This lease agreement also incorporates by reference the RAB WINGS2WHEELS, LLC. Business Plan and application for airport business license, which will take lowest priority.

1. Premises

1.1 Legal Description

In consideration of the rent hereinafter described and the covenants hereinafter contained, Lessor does hereby lease to Lessee for general aviation aircraft maintenance services and Lessee does hereby lease from Lessor, that certain space located at 6901 Terminal Road, Quinton, Virginia 23141-2427 and known as the “Airport” to include approximately 147 square feet of office space and 5,400 square feet of hangar space as designated by Duane B. Goss, Manager, New Kent County Airport (the “Premises”).

2. Term

2.1 Commencement of Tenancy

The term of this Lease (“Term”) will commence on June 1, 2024 (the “Commencement Date”) and will be a month-to-month agreement.

2.2 Lessor and Lessee’s right to Terminate

Lessor or Lessee may terminate the lease by notifying the other party in writing of its desire to do so at least 30days in advance.

3. Rent

3.1 Covenant to Pay Rent

3.1.1 Base Rent

Lessee hereby covenants and agrees to pay to Lessor \$ 150.00 per month as base rent for business office space and \$ 900.00 per month as base rent for hangar space, for a total of \$ 1,050.00 due monthly.

3.1.2 Additional Rent

Transient aircraft arriving to New Kent County Airport for the purpose of receiving aircraft maintenance under the care of RAB WINGS2WHEELS, LLC., will have a seven-calendar-day grace period before tiedown or hangar fees are incurred at the current published County rate when service is delayed by RAB WINGS2WHEELS, LLC.

3.1.3 Maintenance Hangar Heating Oil

Not Applicable.

3.2 Payment Method

The Base Rent and all Additional Rent as provided for under this Lease will be paid promptly when due, in cash or by check, in lawful money of the United States of America, without notice or demand and without deduction, diminution, abatement, counterclaim or set-off of any amount or for any reason whatsoever payable and delivered to Treasurer, New Kent County, Post Office Box 109, 12007 Courthouse Circle, New Kent, Virginia, 23124-0198 or to such other person and place as may be designated by notice in writing from Lessor to Lessee from time to time. If Lessee will present to Lessor more than once during the Term checks or drafts not honored by the institution upon which they are issued, then Lessor may require that future payments of Rent and other sums thereafter payable be made by certified or cashier's check.

3.3 Security Deposit

Lessor does not require a security deposit from Lessee.

3.4 Late Fee

If Lessee fails to pay the Rent specified in Section 3.1.1 above before the 5th day of the month in which it is due, the Lessee will be charged a 10% late fee, which amounts to \$105.00 per occurrence. If Lessee fails to pay the Rent specified in Section 3.1.1 above before the 5th day of the month in which it is due, for a second consecutive month, the Lessee will be charged a 20% late fee, which amounts to \$210.00, for every month thereafter in which the Rent is paid late. Payments made towards Rent will be applied towards Late Fees before they are applied towards Rent payments.

4. Real Estate Taxes

4.1 Definition of Real Estate Taxes

Code of Virginia § 58.1-3203 requires the taxation of leasehold interests in real property from which the owner is otherwise exempt from assessment will be assessed to the Lessee for local taxation. The term "Real Estate Taxes" means all taxes, rates

and assessments, general or special, levied or imposed with respect to the Premises (including all taxes, rates and assessments, general or special, levied or imposed for school, public betterment and/or general or local improvements). The term “Base Real Estate Taxes” means the assessed value of said Premises multiplied by the then current rate, for the tax year during which this Lease commences. The term “Real Estate Tax Year” means each successive 12-month period following and corresponding to the period or periods which may from time to time in the future be established by competent authority for the purposes of levying or imposing Real Estate Taxes. Nothing in this Article 4 will be construed to reduce the rent payable hereunder.

4.2 Determining Obligations to Pay Increases in Real Estate Taxes

Should any Real Estate Taxes be assessed, levied, or due, Lessee will pay them directly to the Treasurer of New Kent County. If the system of real estate taxation will be altered or varied and any new tax or levy will be levied or imposed on said Premises then any such new tax or levy will be included within the term “Real Estate Taxes.”

4.3 Items Not Considered in Determining Real Estate Taxes

It is understood and agreed that Lessee will not be liable for any increase in the Real Estate Taxes which is occasioned solely by an increase in the tax assessment due to an expansion of the Premises or any part thereof, or by Lessor's failure to pay Real Estate Taxes when due.

5. Use of Premises

5.1 Use Provision

Lessee covenants to use the Premises only for administering their services, (aircraft maintenance) in New Kent County and conducting its corporate purposes and for no other purpose, subject to and in accordance with all applicable zoning and other governmental regulations, to include the New Kent County Airport Minimum Standards. Lessee, at its own expense, will comply with and promptly carry out all orders, requirements or conditions imposed by the ordinances, laws and regulations of all of the governmental authorities having jurisdiction over the Premises, which are occasioned by or required in the conduct of Lessee's business within the Premises and to obtain all licenses, permits and the like required to permit Lessee to occupy the Premises.

5.2 “As Is” Acceptance of Property

Lessee accepts the Premises and the rest of the Project from Lessor in “as is” condition.

5.3 Restriction on Unlawful Activity

Lessee will not permit the Premises, or any part thereof, to be Subleased, nor used for any disorderly, unlawful or hazardous purpose, nor as a source of annoyance or embarrassment to Lessor or other tenants, nor for any purpose other than herein before specified, nor for the manufacture of any commodity therein, without the prior written consent of Lessor.

5.4 Common Areas

Lessee will have the access, use and enjoyment of the areas of the premises designated as "Common Areas." This will include, but may not be limited to the parking lot, common bathrooms, a common meeting room, a common waiting area, a common break room, common corridors, and common entranceways. The common areas also include those listed in Section 1.05 of the New Kent County Airport Rules, Regulations and Minimum Standards. Lessee will only use these areas in an appropriate manner that will not interfere with the access, use and enjoyment of the areas by the other tenants.

5.5 Exclusivity

Lessee will not have exclusivity of services provided at the New Kent County Airport. The Lessor may allow other tenants to enter into similar agreements conferring similar rights.

6. Repairs and Maintenance

6.1 Lessor's Obligations

Subject to the provisions hereinafter contained with regard to damage by fire or other casualty, Lessor agrees to maintain the Premises in good order and repair during the Term unless damage thereto will have been caused by the act or neglect of Lessee or its Permittees, in which case the same will be required by and at the expense of Lessee. If Lessee fails to make such repairs promptly, Lessor, at its option, may make such repairs and Lessee must pay Lessor on demand Lessor's actual costs in making such repairs plus a fee of 5% to cover Lessor's overhead. Lessor will not be liable to Lessee for any damage or inconvenience and Lessee will not be entitled to any abatement or reduction of Rent because of any repairs, alterations, or additions made by Lessor under this Lease.

6.2 Lessee's Obligations

Lessee will maintain the non-structural portions of the interior of the Premises in good repair and condition, damages by causes reasonably beyond Lessee's control and ordinary wear and tear excepted.

7. Lessor's Services

7.1 Basic Services Provided by Lessor.

Lessor covenants and agrees that the Airport Operations Areas ("AOA") will be maintained to Federal Aviation Administration ("FAA") standards for the Airport Reference Code as defined on the most current Airport Layout Plan. Lessor covenants and agrees that it will furnish without additional charge electricity for lighting purposes, water and sewage. General landscaping and snow removal will be provided in the same manner as the Airport provides for itself. Lessee hereby acknowledges and agrees that Lessor will not be liable in any way for any damage or inconvenience caused by the cessation or interruption of such heating, air-conditioning, water, electricity, landscaping, or snow removal service occasioned by fire, accident, strikes, necessary maintenance, alterations or repairs, or other causes beyond Lessor's control and Lessee will not be entitled to any abatement of Rent by reason thereof.

7.1.2 Basic Services

Not Applicable.

7.2 Lessor's Right to Repair

Lessor reserves the right to erect, use, connect to, maintain and repair pipes, ducts, conduits, cable, plumbing, vents and wires in, to and through the Premises as and to the extent that Lessor deems necessary or appropriate for the proper operation and maintenance of the Project (including the servicing of other tenants in the Project) and the right at all times to transmit water, heat, air-conditioning, and electric current through such pipes, ducts, conduits, cables, plumbing, vents, and wires.

8. Lessee's Agreement

8.1 Lessee's Use of Property; Lessee covenants and agrees:

8.1.1 not to obstruct or interfere with the rights of other tenants, injure or annoy them or those having business with them or conflict with them, or conflict with the fire code or regulations, or with any insurance policy upon said Project or any part thereof, or with any statutes, rules or regulations now existing or subsequently enacted or established by the local, state or federal governments and Lessee will be answerable for all nuisances caused on the Premises, or caused by Lessee in the Project, or on the approaches thereto;

8.1.2 not to place a load on any floor exceeding the floor load which such floor was designed to carry in accordance with the plans and specifications of the Project, and not to install, operate, or maintain in the Premises any unsafe or heavy item of equipment except in such manner and in such location as Lessor will prescribe so as to achieve a proper distribution of weight;

8.1.3 not to strip, overload, damage, or deface the Premises, hallways, stairways, parking facilities or other public areas of the Project, or the fixtures therein or used therewith, nor to permit any hole to be made by any of the same;

8.1.4 not to suffer or permit any trade or occupation to be carried on or use made of the Premises which will be unlawful, offensive, or injurious to any person or property, or such as to increase the danger of fire or affect or make void or voidable any insurance on the Project, or which may render any increased or extra premium payable for such insurance, or which will be contrary to any law or ordinance, rule or regulation from time to time established by public authority;

8.1.5 to, at Lessee's own expense, promptly comply with and carry out laws, ordinances, rules, regulations and requirements (including zoning) of the federal, state, municipal governments, relating to the demised premises and/or the business conducted therein.

8.1.6 not to move any furniture or equipment into or out of the Premises except at such times and in such manner as Lessor may from time to time designate;

8.1.7 not to paint or place (nor to permit to be painted or placed) any sign or other advertising device, bill or billboard upon or about the demised premises (or the exterior of the building in which the demised premises are located), or any part thereof, without the prior written permission of Lessor;

8.1.8 to conform to all rules and regulations from time to time established by the appropriate insurance rating organization and to all reasonable rules and regulations from time to time established by Lessor;

8.1.9 to be responsible for the cost of removal of Lessee's bulk trash at time of move-in, during occupancy and move-out;

8.1.10 not to conduct, nor permit, in the Premises either the generation, treatment, improper storage or improper disposal of any hazardous substances and materials or toxic substances of any kind as described in the Hazardous Material Laws, and Lessee will prohibit its Permittees from doing so and Lessee will indemnify, defend and hold Lessor and its agents harmless from all costs, foreseeable and unforeseeable, direct and consequential; damages; liability fines' prosecutions; judgments; litigation; and expenses, including but not limited to, clean-up costs, court costs and reasonable attorneys' fees arising out of any violation of the provisions of this Article 8 by Lessee or its Permittee.

8.1.11 to be responsible for the removal and cost of removal of Lessee's proper disposal of all waste or hazardous materials generated through Lessee's operation.

8.1.12 to comply with all of Lessor's current or future security requirements. Lessor will issue to the Lessee key (s) to the exterior doors and office. Lessee will issue keys to lessee's staff only as necessary and will provide the Airport Manager with a list of keys in circulation and updated as necessary. The Premises will be under camera surveillance 24 hours per day.

8.1.13 to not place additional locks or bolts of any kind upon any of the doors or windows, nor make any changes to existing locks or the mechanism thereof. Lessee must not make or permit to be made any keys for any door to the Premises or the Building. Lessee, upon the termination of this tenancy, must restore to Lessor all keys furnished to the Lessee, and in the event of the loss of any keys, so furnished, Lessee must reimburse Lessor the cost of installing new locks and keys, as well as resetting any alarm system.

8.1.14 to comply with the Lessor's rules and regulations for itself, its employees, agents, clients, customers, invitees and guests. Lessee agrees that Lessor may amend, modify, and delete its rules and regulations or add new and additional reasonable rules and regulations for the use and care of the leased premises, the building of which the leased premises are a part, the parking and other common areas. Lessee agrees to comply with all such rules and regulations upon notice to Lessee from Lessor. In the event of any breach of any rules and regulations set forth in this Lease or any amendments or additions to it, Lessor will have all remedies in this lease provided for default of Lessee.

8.1.15 to load and unload goods at such times, in the areas and through the entrances designated for such purpose by lessor;

8.1.16 to not install radio or television or other similar devices, and no aerial will be erected on the roof, on exterior walls of the leased premises, or on the parking or other common areas. Any such device or aerial, so installed, will be subject to removal without notice at any time;

8.1.17 to not place or permit any obstructions or merchandise in any parking area and/or in the service corridors, fire-lanes, sidewalks, entrances, or passages;

8.1.18 to allow its employees to park their cars only in those portions of the parking area designated for employee parking by Lessor; main parking lot.

8.1.19 to not make or permit any noise or odor which lessor deems reasonably objectionable to emanate from the leased premises. No person may use the leased premises as sleeping quarters, sleeping apartments, or lodging rooms;

8.1.20 to exercise all local, state (Virginia Department of Health) and Center for Disease Control guidelines to prevent the spread of Covid19.

8.1.21 to obtain all permits, insurances or licenses necessary to conduct its business.

8.1.22 to prohibit aircraft owners from using maintenance hangar access for self-purpose.

8.1.23 to permit aircraft owner assisted maintenance only with the presence of RAB WINGS2WHEELS staff.

9. Alterations

9.1 Limitations on Lessee's Ability to Alter Property

Lessee must not paint the Premises or make any alterations, additions, or other improvements in or to the Premises or install any equipment of any kind that will require any alterations or additions or affect the use of the Project's water system, heating system, plumbing system, air-conditioning system, electrical system or other mechanical system, or install any telephone antennae on the roof, in the windows or upon the exterior of the Building without the prior written consent of Lessor. If Lessee makes any such alterations or additions without Lessor's consent, Lessor may correct or remove them and Lessee will be liable for any and all costs and expenses incurred by Lessor in the correction or removal of such work. All plans and specifications for any such work will be prepared by Lessee at Lessee's expense and must thereafter be submitted to Lessor for its review. All alterations and additions to the Premises will be performed by Lessor, or Lessor's contractor, unless Lessor otherwise agrees in writing. If any alterations or additions are not, with Lessor's consent, performed by Lessor or its contractor, Lessee will nevertheless pay Lessor's fee of 5% of the total cost of the work to be performed, payable upon completion of the work, to compensate Lessor for coordinating Lessee's contractor's use of the Project's systems and access to the electrical, mechanical and telephone closets, as necessary.

As a further condition of Lessor's consent to the use of the Lessee as contractor, Lessee or Lessee's contractor must evidence insurance coverage to include: (a) Worker's Compensation Coverage and (b) Comprehensive General Liability Property Damage insurance in the amount of not less than One Million Dollars (\$1,000,000.00) in the aggregate. All work done with respect to such alterations and additions will be done in a good and workmanlike manner and diligently prosecuted to completion to the end that Premises must at all times be a complete unit except during the period necessarily required for such work. Lessee will not permit a mechanic's lien(s) to be placed upon the Premises, the Building or the Project as a result of any alterations or improvements made by it and agrees, if any such lien be filed on account of the acts of Lessee, promptly to pay the same. If Lessee fails to discharge such lien within five days of its filing, then, in addition to any other right or remedy of Lessor, Lessor may, at its election, discharge the lien. Lessee must pay on demand any amount paid by Lessor for the expenses of Lessor incurred in defending or obtaining the discharge of such action or in connection therewith. Lessee hereby expressly recognizes that in no event will it be deemed the agent of Lessor and no contractor of Lessee will by virtue of its contract be entitled to assert any lien against the Premises, Building, or Project. All alterations or additions will become a part of the realty and be surrendered to Lessor upon the expiration or termination of this Lease, unless Lessor will at the time of its approval of such work require removal or restoration on the part of Lessee as a condition of such approval.

10. Hold Harmless; Indemnification

10.1 Hold Harmless

Lessor will not be liable for any damage to, or loss of, property in the Premises belonging to Lessee, its Permittees, or other persons in or about the Premises, or for damage or loss suffered by the business of Lessee, from any cause whatsoever, including, without limiting the generality thereof, such damage or loss resulting from fire, steam, smoke, electricity, gas, water, rain, ice or snow, which may leak or flow from or into any part of the Premises, or from breakage, leakage, obstruction or other defects of the pipes, wires, appliances plumbing, air-conditioning or lighting fixtures of the same, whether the said damage or injury results from conditions arising upon the Premises or upon other portions of the Project of which the Premises are a part, or from other sources. Lessor will not be liable in any manner to Lessee, its Permittees, or their property, caused by the criminal or intentional misconduct, or by any act of neglect of third parties or of Lessee, Lessee's Permittees, or any other tenant of the Project. Lessee covenants that no claim will be made against Lessor by Lessee, or by any agent or servant of Lessee, or by others claiming the right to be in the Premises or in the Project through or under Lessee, for any injury, loss or damage to the Premises or to any person or property occurring upon the Premises from any cause other than the gross negligence of Lessor. In no event will Lessor be liable to Lessee for any consequential damages sustained by Lessee arising out of the loss or damage to any property of Lessee.

10.2 Indemnification of Lessor

Lessee covenants and agrees to save Lessor and Lessor's officers, employees, and agents from all loss, damage, liability or expense of any kind including without limitation attorneys' fees and court costs incurred, suffered or claimed by any person whomsoever, or for any cause whatsoever, by reason of the use of occupancy by Lessee or its permittees unless caused solely by the gross negligence of Lessor.

10.3 Survival of Indemnification Provisions

The provisions of this Article 10 will survive the expiration of the Term.

11. Lien on Lessee's Property

11.1 Security Interest

To protect Lessor in the event Lessee defaults hereunder, Lessee hereby grants to Lessor a continuing security interest for all rent and other sums of money becoming due hereunder from Lessee, and upon all goods, wares, chattels, fixtures, furniture and other personal property of Lessee which are or may be located on the Premises and the proceeds thereof, none of which may be removed from the Premises without Lessor's consent so long as any Rent or other such sums from time to time owed to Lessor hereunder remains unpaid. Upon its receipt of a written request therefor from Lessor, Lessee will execute such financing statements, continuation statements and other instruments as are necessary or desirable, in Lessor's judgment, to perfect such security interest.

12. Insurance

12.1 Lessee's Obligation to Provide Insurance

Lessee must, at its cost and expense, obtain and maintain at all times during the Term, for the protection of Lessor and Lessee, Insurance as listed in the Airport Rules, Regulations, and Minimum Standards, insuring against all liability of Lessee and its representatives arising out of and in connection with Lessee's use or occupancy of the Premises. Lessor and Lessor's officers, agents, and employees will be named as additional insurers.

12.2 Fire Insurance

Lessee must, at its own cost and expense, obtain and maintain at all times during the Term, fire and extended coverage on the Premises and on its contents, including any leasehold improvements made by Lessee in an amount sufficient so that no co-insurance penalty will be invoked in case of loss.

12.3 Increasing Insurance Coverage

Lessee must increase its insurance coverage, as required, but not more frequently than each calendar year if, in the opinion of the Lessor or any mortgagee of landlord, the amount of public liability and/or property damage insurance coverage at that time is not adequate.

12.4 Insurer's Credit Rating and Policy Requirements

All insurance required under this Lease will be issued by insurance companies licensed to do business in the Commonwealth of Virginia. Such companies will have a policyholder rating of at least "A" and be assigned a financial size category of at least "Class X" as rated in the most recent edition of "Best Key Rating Guide" for insurance companies. Each policy must contain an endorsement requiring not less than 10 business days written notice from the insurance company to Lessor before cancellation or any change in the coverage, scope, or amount of any policy. Each policy, or a certificate showing it is in effect, together with evidence of payment of premiums, will be deposited with Lessor on or before the Commencement Date, and renewal certificates or copies of renewal policies will be delivered to Lessor at least 10 business days prior to the expiration date of any policy.

12.5 Cancellation of Insurance May Terminate Lease

If any of Lessor's insurance policies will be canceled or cancellation will be threatened or the coverage thereunder reduced or threatened to be reduced in any way because of the use of the Premises or any part thereof by Lessee or any assignees or subtenant of Lessee or by anyone Lessee permits on the Premises, and if Lessee fails to remedy the condition within 24 hours after notice thereof, Lessor may at its option either terminate this Lease or enter upon the Premises and attempt to remedy such condition, and Lessee will promptly pay the cost thereof to Lessor. Lessor will not be liable for any damage or injury caused to any property of Lessee or of others located on the Premises from such entry.

12.6 Denial of Right to Subrogation

All policies covering real or personal property which either party obtains

affecting the Premises must include a clause or endorsement denying that insurer any rights of subrogation or recovery against the other party to the extent rights have been waived by the insured before the occurrence of injury or loss. Lessor and Lessee hereby waive any rights of subrogation or recovery against the other for damage or loss to their respective property due to hazards covered or which should be covered by policies of insurance obtained or which should be or have been obtained pursuant to this Lease, to the extent of the injury or loss covered thereby assuming that any deductible will be deemed to be insurance coverage.

13. Assignment and Subletting

13.1 Prior Written Consent of Lessor

Lessee must not assign, transfer, mortgage, or encumber this Lease or sublet the Premises without obtaining prior written consent of Lessor, nor will any assignment or transfer of this Lease be effectuated by operation of law or otherwise without the prior written consent of Lessor, in any such case, such consent may be withheld in the sole and absolute subjective discretion of landlord. In the event that Lessee defaults hereunder, Lessee hereby assigns to Lessor any and all rent due from any subtenant of Lessee and hereby authorizes each such subtenant to pay said rent directly to Lessor. Without limiting the generality of the foregoing, if Lessor consents to an assignment or sublease pursuant to this Article 13, Lessor may condition its consent upon the entry by such transferee into an agreement (in form and substances satisfactory to Lessor) with Lessor, by which such transferee assumes all of Lessee's obligations hereunder.

14. Lessor's Right of Access

14.1 Right to Enter

Lessor may, at any time during Lessee's occupancy, during reasonable business hours enter either to view the Premises to show the same to others, or to facilitate repairs to the Building, or to introduce, replace, repair, alter, or make new or change existing connections from fixtures, pipes, wires, ducts, conduits, or other construction therein, or remove, without being held responsible thereof, placards, signs, lettering, window or door coverings and the like not expressly consented to by Lessor.

14.2 Right to Enter to Show Property to Prospective Lessee

During the last 30 days of the Term, Lessor may enter the Premises free from hindrance or control of Lessee to show the Premises to prospective tenants at times that will not unreasonably interfere with Lessee's business. If Lessee vacates the Premises during the last month of the Term, Lessor will have unrestricted right to enter the same after Lessee's moving to commence preparations for the succeeding tenant or for any other purpose whatsoever, without affecting Lessee's obligation to pay rent for the full Term.

15. Fire Clause

15.1 Obligations of Parties after Fire

In the event the Premises or any part thereof, hallways, stairways, or other

approaches thereto, becomes damaged or destroyed by fire or other casualty from any cause so as to render said Premises and/or other approaches unfit for use and occupancy, a just and proportionate part of the Rent according to the nature and extent of the damage or injury to said Premises and/or approaches, will be suspended or abated until said Premises and/or approaches have been put in as good condition for use and occupancy as at the time immediately prior to such damage or destruction. Lessor will proceed, at its expense and as expeditiously as may be practicable, to repair the damage unless, because of the substantial extent of the damage or destruction, Lessor should decide not to repair or restore the Premises of the Project, in which event and at Lessor's sole option Lessor may terminate this Lease forthwith by giving Lessee a written notice of its intention to terminate within five days after the date of the fire or other casualty. Lessor will not be obligated to repair, restore, or replace any fixture, improvement, alteration, furniture, or other property owned, installed, or made by Lessee, all of which will be repaired, restored, or replaced by Lessee.

15.2 Notification of Lessor

Lessee will immediately notify Lessor of any damage to the Premises caused by fire or any other casualty.

15.3 Repair of Premises

No damage, compensation, or claim will be payable by Lessor for inconvenience, loss of business or annoyance arising from any repair or restoration of any portion of the Premises or the Project. Lessor will diligently proceed to have such repairs made promptly.

16. Condemnation

16.1 Effect on Lease

This Lease will be terminated and the Rent will be abated to the date of such termination in either of the following events: (a) condemnation of the Premises, the Building or any part thereof by any competent authority under right of eminent domain for any public or quasi-public use or purpose; or (b) condemnation by competent authority under right of eminent domain for any public or quasi-public use or purpose of the Project in which the Premises are located. The forcible leasing by any competent authority of any portion of the Project other than the Premises will have no effect upon this Lease. In case of any taking or condemnation, whether or not the Term will cease and terminate, the entire award will be the property of Lessor, and Lessee hereby assigns to Lessor all its right, title and interest in and to any such award. Lessee however, will be entitled to claim, prove, and receive in the condemnation proceeding such awards as may be allowed for fixtures and other equipment installed by it, but only if such awards will be made by the court in addition to (and will in no manner whatsoever reduce) the award made by it to Lessor for the land and improvements or part thereof so taken.

16.2 Effect on Lease for Temporary Loss

In the event of a temporary taking or condemnation of all or any part of the Premises for any public or quasi-public use or purpose, this Lease will be unaffected and Lessee will continue to pay in full Basic Rent and all Additional Rent payable for

any such period. In the event of any such temporary taking, notwithstanding the provisions of Paragraph 20.1, Lessee will be entitled to claim, prove and receive the portion of the award for such taxing that represents compensation for use or occupancy of the Premises during the Term, and Lessor will be entitled to appear, claim, prove and receive the portions of the award that represent the cost of restoration of the Premises and the use or occupancy of the Premises after the end of the Term.

17. Defaults; Remedies

17.1 Definition of Default

It is hereby mutually agreed that:

(a) if Lessee will fail

(i) to pay Rent or other sums which Lessee is obligated to pay by any provision of this Lease, when and as it is due and payable hereunder and without demand therefor, or

(ii) to keep and perform each and every covenant, condition and agreement herein contained on the part of Lessee to be kept and performed; or

(b) if Lessee will abandon or evidence any intention to abandon all or any portion of the Premises; or

(c) if the estate hereby created will be taken by execution or other process of law; or

(d) if Lessee will

(i) generally not pay Lessee's debts as such debts come due,

(ii) becomes insolvent,

(iii) make an assignment for the benefit of creditors,

(iv) file, be the entity subject to, or acquiesce in a petition in any court (whether or not filed by or against Lessee pursuant to any statute of the United States or any state and whether or not for a trustee, custodian, receiver, agent, or other officer of Lessee or for all or any portion of Lessee's property) in any proceeding, whether in bankruptcy, reorganization, composition, extension, arrangement, insolvency proceedings, or otherwise,

then, and in each and every case listed above under subsections (a), (b), (c), and (d), from thenceforth and at all times thereafter, at the sole option of Lessor, Lessor may seek the remedies set forth in sections 17.1.1, 17.1.2, 17.1.3, 17.1.4, or 17.1.5 below.

17.1.1 Lessor's Right to Terminate Lease and Recover Possession

Terminate this Lease, in which event Lessee will immediately surrender the Premises to Lessor. If Lessee fails to do so, Lessor may without notice and without prejudice to any other remedy Lessor may have, enter upon and take possession of the Premises and expel or remove Lessee and its effects without being liable to prosecution or any claim for damages therefor; and Lessee will indemnify Lessor for all loss and damage which Lessor may suffer by reason of such termination, whether

through the inability to relet the Premises or otherwise including any loss of Rent for the remainder of the Term.

17.1.2 Lessor's Right to Sue Lessee for Breach of Contract

Sue Lessee for breach of contract, in which event Lessee's event of default should be considered a total breach of Lessee's obligations under this Lease and Lessee immediately will become liable for damages for such breach, in an amount equal to the total of the costs of recovering the Premises; the unpaid Rent earned as of the date of termination, plus interest thereon at a rate per annum from the due date equal to the legal judgment rate; and all other sums of money and damages owing by Lessee to Lessor. Lessee's right of possession will cease and terminate and Lessor will be entitled to the possession of the Premises and will remove all persons and property therefrom and reenter the Lease without process of law and without becoming liable to prosecution therefor, any notice to quit or intention to reenter being hereby expressly waived by Lessee.

17.1.3 Lessor's Right to Collect Balance

Declare the present worth (as of the date of such default) of the entire balance of rent for the remainder of the Term to be due and payable, and collect such balances in any manner not inconsistent with applicable law. For the purpose of this Paragraph 17.1.3, "present worth" will be computed by discounting the entire balance to present worth at a discount rate equal to the discount rate then in effect at the Federal Reserve Bank nearest the location of the Building.

17.1.4 Lessor May Pursue Numerous Remedial Options

Pursue any combination of such remedies and/or other remedy available to Lessor on account of such default under applicable law.

17.1.5 Lessee's Liability

In the event of any reentry or retaking of the Premises by Lessor and/or any termination of this Lease by Lessor due to Lessee's default and exercise of Lessor's rights pursuant to this section. Lessee in all events will remain liable and answerable nevertheless for the rent to the date of such retaking, reentry or termination and Lessee will also be and remain answerable in damages for the deficiency or loss of rent as well as all related expenses which Lessor may thereby sustain in respect to the balance of the Term. In such case, Lessor reserves full power, which is hereby acceded to by Lessee, to let said Premises for the benefit of Lessee, in liquidation and discharge, in whole or in part, as the case may be, of the liability of Lessee under the terms and provisions of this Lease. Such damages and related expenses that will have been made more easily ascertainable by reletting of the Premises, or such action by Lessor may, at the option of Lessor, be deferred until the expiration of the Term, in which latter event the cause of action will not be deemed to have accrued until the date of the termination of the Term.

17.2 Limitation of Lessor's Rights

The provisions of this Article 17 are subject to the bankruptcy laws of the United States of America that, in certain cases, may limit the rights of Lessor to enforce some of the provisions of this Article in proceedings thereunder. To the extent that

limitations exist by virtue thereof, the remaining provisions hereof will not be affected thereby but will remain in full force and effect. The provisions of this Article 17.2 will be interpreted in a manner that results in a termination of this Lease in each and every instance, and to the fullest extent and at the earliest moment that such termination is permitted under the federal and state bankruptcy laws.

17.3 Application of Lessee's Payments

All rents received by Lessor in any reletting after Lessee's default will be applied, first to the payment of such expenses as Lessor may have incurred in recovering possession of the Premises and in reletting the same (including brokerage fees), second to the payment of any costs and expenses incurred by Lessor, either for making the necessary repairs (including fitting up the space for such reletting) to the Premises or in curing any default on the part of Lessee of any covenant or condition herein made binding upon Lessee. Any remaining rent will then be applied toward the payment of Rent due from Lessee, together with interest and penalties and Lessee expressly agrees to pay any deficiency then remaining. Lessor will in no event be liable in any way whatsoever (nor will Lessee be entitled to any set off) for Lessor's failure to relet the Premises, and Lessor, at its option, may refrain from terminating Lessee's right of possession, and in such case may enforce against Lessee the provisions of this Lease for full Term.

17.4 Costs Associated With Collecting from Lessee

In the event Lessee defaults in the performance of any of the terms, covenants, agreements or conditions contained in this Lease and Lessor places in the hands of an attorney or collection agency the enforcement of all or part of this Lease, the collection of any Rent due or to become due or recovery of the possession of the Premises, Lessee agrees to pay Lessor's costs of collection and enforcement including reasonable attorneys' fees, whether suit is actually filed or not.

17.5 Period to Cure

In the event of default under the terms of this Lease Agreement, Lessee must within five days of the receipt of the notice, either pay the overdue rent or quit the Premises. Should the default be for other than overdue rent, Lessee will have 30 days in which to cure the default or quit the premises. Failure to cure within the prescribed time will result in the immediate termination of this Lease Agreement and Lessee's immediate suit for eviction.

18. Subordination

18.1 Subordination Clause

This Lease is subject and subordinate at all times to the lien of any mortgage or deed of trust or other encumbrance(s) including but not limited to the New Kent County Airport Rules, Regulations and Minimum Standards and any Federal Aviation Administration or Commonwealth of Virginia Grant Assurances which may now or which may at any time hereafter be made upon the Project of which the Premises is a part or any portion thereof, or upon Lessor's interest therein. This clause is self-operative, and no further instrument or subordination is required to effect the subordination of this Lease. Nonetheless, in confirmation of such subordination, Lessee will execute and deliver such further instrument(s) subordinating this Lease to

the lien of any such mortgage or deed of trust or any other encumbrance(s) as will be desired by any mortgagee or party secured or proposed to be secured thereby, and Lessee hereby appoints Lessor the attorney-in-fact of Lessee, irrevocably, to execute and deliver any such instrument(s) for Lessee. If the interests of Lessor under this Lease are transferred by reason of foreclosure or other proceedings for enforcement of any mortgage or deed of trust on the Premises or Project, Lessee will be bound to the transferee at the option of the transferee, under the terms, covenants and conditions of this Lease for the remaining Term, including any extensions or renewals, with the same force and effect as if the transferee were Lessor under this Lease, and, if requested by such transferee, Lessee agrees to attorn to the transferee as its Lessor. The holder of any mortgage or deed of trust encumbering the Project will have the right, unilaterally, at any time to subordinate fully or partially its mortgage or deed of trust or other security instrument to this Lease on such terms and subject to such conditions, as such holder may consider appropriate in its discretion. Upon request, Lessee will execute and deliver an instrument confirming any such full or partial subordination.

19. Surrender of Possession

19.1 Lessee's Obligations and Rights

Upon the expiration or earlier termination of the Term, Lessee must surrender to Lessor the Premises and all keys, gate cards, parking passes, security cards, and locks connected therewith to Lessor in good order and repair (ordinary wear and tear excepted). Subject to the provisions of Article 13, any and all improvements, repairs, alterations and all other property attached to, used in connection with or otherwise installed upon the Premises (i) will, immediately upon the completion of the installation thereof, be and become Lessor's property without payment therefor by Lessor, and (ii) must be surrendered to Lessor upon the expiration or earlier termination of the Term, except that any machinery, equipment or fixtures installed by Lessee and used in the conduct of the Lessee's trade or business (rather than to service the Premises or any of the remainder of the Building or the Project generally) and all other property of Lessee will remain Lessee's property and will be removed by Lessee upon the expiration or earlier termination of the Term, and Lessee will promptly thereafter fully restore any of the Premises or the Building damaged by such installation or removal thereof.

20. Lessee Holding Over

20.1 Rights of Lessor

If Lessee or any person claiming through Lessee will not immediately surrender possession of the Premises at the expiration or earlier termination of the Term, Lessor will be entitled to recover compensation for such use and occupancy at 100% of the Basic Rent and Additional Rent payable hereunder just prior to the expiration or earlier termination of the Term. Lessor will also continue to be entitled to retake or recover possession of the Premises as herein before provided in case of default on the part of Lessee, and Lessee will be liable to Lessor for any loss or damage it may sustain by reason of Lessee's failure to surrender possession of the Premises immediately upon the expiration or earlier termination of the Term. Lessee agrees

that all the obligations of Lessee and all rights of Lessor applicable during the Term will be equally applicable during such period of subsequent occupancy.

21. Estoppels

21.1 Elements of Estoppel Certificates

Lessee must, without charge therefor, at any time and from time to time, within five business days after request by Lessor, execute, acknowledge and deliver to Lessor a written estoppel certificate certifying to Lessor, any mortgagee, assignee of a mortgagee, or any purchaser of the Project, or any other person designated by Lessor, as of the date of such estoppel certificate:

(a) that Lessee is in possession of the Premises;

(b) that this Lease is unmodified and in full force and effect (or if there have been modifications, that this Lease is in full force and effect as modified and setting forth such modification);

(c) whether or not there are then existing any setoffs or defenses against the enforcement of any right or remedy of Lessor, or any duty or obligation of Lessee hereunder (and, if so, specifying the same in detail);

(d) the amount of the Basic Rent and the dates through which Basic Rent and Additional Rent have been paid;

(e) that Lessee has no knowledge of any then uncured defaults on the part of Lessor under this Lease (or if Lessee has such knowledge, specifying the same in detail);

(f) that Lessee has no knowledge of any event having occurred that authorizes the termination of this Lease by Lessee (or if Lessee has knowledge of any such uncured defaults, specifying the same in detail);

(g) that Lessor has no knowledge of any event having occurred that authorizes the termination of this Lease by Lessor (or if Lessor has such knowledge, specifying the same in detail);

(h) the amount of any Security Deposit held by Lessor; and

(i) such reasonable other information requested by Lessor, such mortgagee, assignee of such mortgagee, such purchaser or such other person.

Failure to deliver the certificate within five business days after request by Lessor will be conclusive upon Lessee for the benefit of Lessor and any successor to Lessor that this Lease is in full force and effect and had not been modified except as may be represented by the party requesting the certificate. If Lessee fails to deliver the certificate within five business days after requested by Lessor, then by such failure Lessee will irrevocably constitute and appoint Lessor as its attorney-in-fact to execute and deliver the certificate to any third party.

22. Miscellaneous

22.1 Definition of Lessee

The term "Lessee" includes legal representatives, successors and permitted

assigns. All covenants herein made binding upon Lessee will be construed to be equally applicable and binding upon its Permittees and others claiming the right to be in the Premises or in the Project through or under Lessee.

22.2 Joint Lessees

If more than one individual, firm or corporation will join as Lessee, singular context will be construed to be plural wherever necessary and the covenants of Lessee will be the joint and several obligations of each party signing as Lessee and when the parties signing as Lessee are partners, will be the obligation of the firm and of the individual members thereof.

22.3 References to Gender

Feminine or neuter pronouns will be substituted for those of the masculine form and the plural will be substituted for the singular, wherever the context will require. It is also agreed that no specific words, phrases or clauses herein used will be taken or construed to control, limit or cut down the scope or meaning of any general words, phrases or clauses used in connection therewith.

22.4 Waiver

No waiver or breach of any covenant, condition or agreement herein contained will operate as a waiver if the covenant, condition or agreement itself, or of any subsequent breach thereof.

22.5 Limitation of Lessor's Liability

Notwithstanding anything to the contrary contained in this Lease, Lessee will look only to Lessor's ownership in the Project for satisfaction of Lessee's remedies for collection of a judgment (or other judicial process) requiring the payment of money by Lessor in the event of any default by Lessor hereunder, and no other property or assets of Lessor or its agents, disclosed or undisclosed, will be subject to levy, execution or the enforcement procedure for satisfaction of Lessee's remedies with respect to this Lease, the relationship of Lessor and Lessee hereunder, or Lessee's use or occupancy of the Premises. No personal liability or personal responsibility is assured by, nor will at any time be asserted or enforceable against Lessor's agents, or their respective heirs, legal representatives, successors and assigns on account of this Lease or any covenant, undertaking, or agreement to Lessor not to unreasonably withhold its consent or approval, an action for declaratory judgment or specific performance will be Lessee's sole right and remedy in any dispute as to whether Lessor has breached such obligation.

22.6 Warranty of Habitability and Fitness for Particular Purpose

Lessee and Lessor expressly agree that there are and will be no implied warranties of merchantability, habitability, fitness for a particular purpose, or any other kind arising out of this lease, and there are no warranties which extend beyond those expressly set forth in this lease.

22.7 Final Agreement

It is understood and agreed by and between the parties hereto that this Lease contains the final and entire agreement between said parties, and that they will not be

bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. This Lease may not be modified orally or in any manner other than by written agreement signed by the parties hereto.

22.8 Provisions that are Unlawful or Against Public Policy

Every agreement contained in this Lease is, and will be construed as a separate and independent agreement. If any term of this Lease or the application thereof to any person or circumstances is held to be invalid and unenforceable, the remaining provisions of this Lease, the applications of such term to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected.

22.9 Conditions That Prevent Performance

Whenever a period of time is herein prescribed for action to be taken by Lessor, Lessor will not be liable or responsible for, and there will be excluded from the computation for any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions, or any other cause of any kind whatsoever which is beyond the reasonable control of Lessor.

22.10 Execution

The submission of this Lease to Lessee will not be construed as an offer nor will Lessee have any rights with respect thereto unless Lessor executes a copy of this Lease and delivers same to Lessee.

22.11 Assignment

This Lease is binding upon and inures to the benefit of the parties hereto and their respective heirs, personal representatives, successors, and assigns. This provision will not be deemed to grant Lessee any right to assign this Lease or sublet the Premises or any part thereof other than as provided in Article 17 hereof.

22.12 Time Is of Essence Clause

All times, whenever stated in this Lease, are declared to be of the essence of this Lease.

23. Brokers

23.1 Payment of Broker Fees

Lessee represents and warrants that it has not entered into any agreement with, nor otherwise had any dealings with, any broker or agent in connection with the negotiation or execution of this Lease which could form the basis of any claim by any such broker or agent for a brokerage fee or commission, finder's fee, or any other compensation of any kind or nature in connection herewith, and Lessee will indemnify, defend and hold Lessor harmless from and against any costs (including, but not limited to, court costs and attorneys' fees), expenses, or liability for commissions or other Compensation claimed by any broker or agent other than those listed or dealings, or alleged agreement or dealings, between Lessee and any such agreement or dealings, or alleged agreement or dealings, between Lessee and any such agent or broker.

24. Notices

24.1 Contacting Lessee and Lessor

All notices required or permitted hereunder will be deemed to have been given if mailed in any United States Post Office by certified or registered mail, postage prepaid, return receipt requested, addressed to Lessor or Lessee respectively, at the following addresses or to such other addresses as the parties hereto may designate to the other in writing from time to time:

LESSOR

County Administrator
Post Office Box 150
12007 Courthouse Circle
New Kent, Virginia 23124-0150

With a copy to:

County Attorney
Post Office Box 150
12007 Courthouse Circle
New Kent, Virginia 23124-0150

LESSEE

RAB WINGS2WHEELS, LLC.
6901 Terminal Road
Quinton, VA 23141
804-691-9395

With a copy to:

25. Quiet Enjoyment

25.1 Scope of Implied Covenant of Quiet Enjoyment

Lessor covenants and agrees that upon Lessee paying the Rent and any other charges due and payable and observing and performing all the terms, covenants and conditions, Lessee may peaceably and quietly enjoy the Premises hereby demised, subject, nevertheless, to the terms and conditions of this Lease and to any mortgages and deeds of trust hereinbefore mentioned.

26. Waiver of Trial by Jury

26.1 Waiver of Jury Trial

Lessor and Lessee each agree to hereby waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this lease, the relationship of lessor and lessee, lessee's use or occupancy of this premises, any claim of injury, damage, and/or any statutory remedy.

27. Governing Law

27.1 Law Governing Contract

This Lease will be construed and governed by the laws of the Commonwealth of Virginia, without respect to its conflict of law's provisions. The Courts of New Kent County or the Federal Courts for the Eastern District of Virginia, Richmond Division will hear any legal action regarding the interpretation or enforcement of this writing.

Should any provision of this Lease and/or its conditions be illegal or not enforced under the laws of said state, it or they will be considered severable and the Lease and its conditions will remain in force and be binding upon the parties hereto as though the said provision had never been included.

28. Documentation and Authorizing Resolutions.

The Lessee will furnish and deliver to the Lessor with this Agreement and at no cost to the Lessor, documentation and authorizing resolutions to evidence the Lessee's existence in good standing and its authority to execute this Agreement.

The signatures of the parties are set out below in acknowledgment of this Lease Agreement and warrant their respective authority to enter this Lease Agreement.

SIGNATURES ON SEPARATE PAGES

New Kent County

By:

Rodney A. Hathaway
County Administrator

COMMONWEALTH OF VIRGINIA

County of New Kent, to wit:

Rodney A. Hathaway, New Kent County Administrator, acknowledged the foregoing instrument before me this ____ day of _____, 2024.

Notary Public

My Commission Expires: _____

Notary Number: _____

Approved as to form.

Joshua Everard
County Attorney

Lease Agreement
Lessor: New Kent County
Lessee: RAB WINGS2WHEELS, LLC.

RAB WINGS2WHEELS, LLC

By: _____
Anna Meghan Brown

Its: MEMBER/MANAGER

(Attach the appropriate resolution authorizing this person to execute this Agreement.)

COMMONWEALTH OF VIRGINIA, COUNTY/CITY OF
_____, to-wit:

_____ (*insert name*), as _____ (*insert title*) of RAB
WINGS2WHEELS, LLC. acknowledged the foregoing instrument before me this ____ day
of _____, 2024.

My Commission Expires: _____

Notary Number: _____

Notary Public

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

Meeting Date: 6/10/2024

PUBLIC HEARINGS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	adopt Ordinance O-06-24 to authorize the use of Golf Carts and Utility Vehicles on streets within the Farms of New Kent Landbay V - Phase 1 subdivision.
Subject	PUBLIC HEARING: Ordinance O-06-24, Designation of Streets with the Farms of New Kent Landbay V - Phase 1 Subdivision for use by Golf Carts and Utility Vehicles - County Administrator Rodney Hathaway
Issue	Consideration of request from the Four Season at New Kent Vineyards COA to designates streets within the Farms of New Kent Landbay V - Phase 1 subdivision for the use of golf carts and utility vehicles.
Recommendation	Staff recommends adoption of the proposed motion.
Fiscal Implications	NA
Policy Implications	Chapter 70, Article VI of the New Kent County Code provides guidance for the use of golf carts and utility vehicles on designated streets.
Legislative History	The Board of Supervisors adopted Chapter 70, Article VI of the New Kent County Code on May 14, 2018 to allow the use of golf carts and utility vehicles on certain designated streets.
Discussion	Please see the attached staff memo, applications, and ordinance.

Time Needed:	10 minutes	Person Appearing:	Rodney Hathaway, County Administrator
Request prepared by:	Rodney Hathaway, County Administrator	Telephone:	(804) 966-9683
Copy provided to:			

ATTACHMENTS:

Description	Type
Ordinance, O-06-24	Cover Memo
Staff Memo	Cover Memo
New Kent County Application	Cover Memo
VDOT LUP Application	Cover Memo
VDOT Land Use Permit	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	5/31/2024 - 1:25 PM
Administration	Hathaway, Rodney	Approved	5/31/2024 - 1:26 PM
Attorney	Everard, Joshua	Approved	5/31/2024 - 2:35 PM

**BOARD OF SUPERVISORS
COUNTY OF NEW KENT
VIRGINIA**

O-06-24

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 10th day of June, 2024:

Present:

Vote:

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

Motion was made by _____, which carried ____: ____, to adopt the following resolution:

**AN ORDINANCE TO AMEND CHAPTER 70, ARTICLE VI
OF THE NEW KENT COUNTY CODE TO PERMIT THE USE
OF GOLF CARTS AND UTILITY VEHICLES IN THE
FARMS OF NEW KENT LANDBAY V - PHASE 1**

WHEREAS, Section 46.2-916.2 of the Code of Virginia enables a locality to enact an ordinance to authorize the operation of golf carts and utility vehicles on designated public streets and highways within its boundaries; and

WHEREAS, the Board of Supervisors of New Kent County adopted an ordinance to authorize the operation of golf carts and utility vehicles on designated public streets and highways on May 14, 2018; and

WHEREAS, in accordance with the adopted ordinance an application was submitted by the Four Seasons at New Kent Vineyards COA to designate the public streets within the Farms of New Kent Landbay V - Phase 1 for the use of golf carts and utility vehicles; and

WHEREAS, this application has been reviewed and approved by the Virginia Department of Transportation.

NOW THEREFORE BE IT ORDAINED, by the New Kent County Board of Supervisors this the 10th day of June 2024, that Chapter 70, Article VI of the New Kent County Code is hereby amended as set forth below:

Sec. 70-192. Designated streets.

- (a) Notwithstanding any other provision of the County Code to the contrary, the following streets are designated for use by golf carts and utility vehicles in accordance with the provisions of this article and state law, subject to the limitations expressly stated herein.
- (1) Chickahominy Shores Subdivision: All streets located within the subdivision known as Chickahominy Shores as shown on all plats now on record in the clerk's office of the county circuit court.
 - (2) Patriots Landing Subdivision: All streets located within the subdivision known as Patriots Landing as shown on all plats now on record in the clerk's office of the county circuit court.
 - (3) Deerlake Subdivision: All streets located within the subdivision known as Deerlake as shown on all plats now on record in the clerk's office of the county circuit court.
 - (4) Farms of New Kent Landbay V – Phase 1: The following streets located within the subdivision known as New Kent Farms Planned Unit Development Landbay V- Phase 1: 1) W Lord Botetourt Loop; 2) E Lord Botetourt Loop; 3) James Blair Lane; 4) Robert Dinwiddie Terrace; 5) Southhamptonshire Way; 6) Rockbridge Run Place.**

(Ord. No. O-04-18, 5-14-2018; Ord. No. O-04-19 (R2), 8-12-2019; Ord. No. O-18-19, 10-15-2019; Ord. No. O-27-21, 8-9-2021; Ord. No. O-28-21, 8-9-2021, **Ord. No. O-15-23**)

Adopted this 10th day of June, 2024.

Rodney A. Hathaway
County Administrator

Thomas W. Evelyn
Chairman



MEMORANDUM

DATE: May 31, 2024

TO: New Kent County Board of Supervisors

FROM: Rodney A. Hathaway, County Administrator

SUBJECT: Designation of Streets within the Farms of New Kent Landbay V – Phase 1
Subdivision for use by Golf Carts and Utility Vehicles

Background:

The Board of Supervisors adopted Chapter 70, Article VI of the New Kent County Code on May 14, 2018 to allow the use of golf carts and utility vehicles on certain designated streets. In accordance with the New Kent County Code the Four Seasons at New Kent Vineyards COA submitted an application for the streets within that neighborhood to be designated for the use of golf carts and utility vehicles. The request includes the following Streets: 1) W Lord Botetourt; 2) E Lord Botetourt; 3) James Blair Lane; 4) Robert Dinwiddie Terrace; 5) Southhamptonshire Way; 6) Rockbridge Run Place.

Discussion:

The following County regulations apply to golf cart and utility vehicles:

- (1) A golf cart or utility vehicle may be operated only on designated public streets where the posted speed limit is 25 miles per hour or less. No golf cart or utility vehicle shall cross any highway at an intersection where the highway being crossed has a posted speed limit of more than 25 miles per hour.
- (2) No person shall operate any golf cart or utility vehicle on any public street unless he has in his possession a valid driver's license.
- (3) Every golf cart or utility vehicle, whenever operated on a public street, shall display a slow-moving vehicle emblem in conformity with Code of Virginia, 1950, § 46.2-1081, as amended.
- (4) Golf carts and utility vehicles shall be operated upon the public streets only between sunrise and sunset, unless equipped with such lights as are required in Article 3, (§ 46.2-1010 et seq.), of Code of Virginia, 1950, [Chapter 10](#), Title 46.2, as amended.

- (5) Golf carts and utility vehicles operated upon the public streets shall abide by all laws and rules of the road applicable to motor vehicles traveling on the public streets of the commonwealth.
- (6) It shall be the responsibility of the organization, individual, homeowner's association, or other entity requesting the designation to install and maintain signs at one-half mile intervals alerting motorists that golf carts and utility vehicles may be in use/operation. The cost of the installation of all signs and the continued maintenance pertaining thereto on streets designated for golf cart and utility vehicle use shall be the responsibility of the organizations, individuals, homeowners associations or other entities requesting the designations and the county shall assess the costs incurred by the county resulting from any failure to maintain such signs against those requesting the designations.
- (7) Self-propelled electric golf carts and utility vehicles which have not been modified from manufacturer's specifications to specifically increase their speed.
- (8) The number of passengers shall be limited to the designed seating capacity of the golf cart or utility vehicle.
- (9) Golf carts and utility vehicles operating on designated streets pursuant to this article shall be insured by a policy of liability insurance with coverage of not less than \$100,000.00 per accident. In lieu of coverage provided by an insurance policy, the owner of such a golf cart or utility vehicle may self-insure the liability coverage if the Commissioner of the Virginia Department of Motor Vehicles has issued a certificate of self-insurance pursuant to Code of Virginia, 1950, § 46.2-368, as amended;

Recommendation:

County Staff and VDOT have reviewed the application and find that it is in accordance with State and Local regulations, and therefore recommends approval.

If the Board chooses to designate the streets within the Farms of New Kent Landbay V – Phase 1 neighborhood for the use of golf carts and utility vehicles, staff recommends adoption of the following Motion:

Suggested Motion: *Mr. Chairman I move to adopt ordinance O-06-24 as presented to designate streets within the Farms of New Kent Landbay V – Phase 1 neighborhood for the use of golf carts and utility vehicles.*

Attached: County Application
VDOT Application
Ordinance O-06-24



Application for Street Designation For Golf Cart & Utility Vehicle Use

COUNTY OF NEW KENT, VIRGINIA
WEB SITE: WWW.CO.NEW-KENT.VA.US

♦ County Administration ♦ PO Box 150 ♦ 12007 Courthouse Circle ♦ New Kent, VA 23124 ♦
♦ Phone 804-966-9687 ♦ Fax 804-966-9370 ♦

Applicant (Individual or Organization)

Name: Four Seasons at New Kent Vineyards COA
Address: 2400 Old Brick Rd Ste 24 Phone: 804-630-3050
City: Glen Allen State: VA Zip: 23060

Street(s) to be Considered for Designation

- 1. Name: See attached Route Number: _____
Is this street located within a community with a homeowners' or property owners' association? Yes/No
- 2. Name: _____ Route Number: _____
Is this street located within a community with a homeowners' or property owners' association? Yes/No
- 3. Name: _____ Route Number: _____
Is this street located within a community with a homeowners' or property owners' association? Yes/No

Please attach a list of any additional streets to be considered.
I hereby certify that I have the authority to make the foregoing application and that the information provided is accurate.

Signature of Applicant: Jennifer Markes Date: 6-20-2023
C/O BOD FSNKV

Office Use Only

\$250.00 Application Fee Received: Check # 3063 Date: 6/20/2023
Is a petition required per New Kent County Code Section 70-193(a)(2)? Yes/No No If so, is it attached? Yes/No No
Public Hearing Date: _____
Approved/Disapproved: _____

New Kent County - 1 ICR(s) - Total System Mileage Change: 1.58

This document reports changes in the locality's VDOT maintained system of state highways for the report period. Developer bonds held pending VDOT's acceptance of streets reported here may be released in accordance with the local ordinance.

Farms of New Kent Landbay V - Phase 1 (38204820) Lgb Date: 4/11/22 Eff Date: 5/17/23

Addition

Route Number	Street Name	From Termini	To Termini	Length
1401	Four seasons Ridge Blvd.	Rt 106	New Rt 1402; Southamptonshire Way	0.21
1402	Southamptons hire Way	New Rt 1401; Four seasons Ridge Blvd.	New Rt 1403; West/East Lord Botetourt Loop	0.06
1402	Southamptons hire Way	New Rt 1403; West/East Lord Botetourt Loop	New Rt 1404; Rockbridge Run Place	0.07
1402	Southamptons hire Way	New Rt 1404; Rockbridge Run Place	New Rt 1403; West/East Lord Botetourt Loop	0.07
1403	East Lord Botetourt Loop	New Rt 1402; Southamptonshire Way	New Rt 1404; Rockbridge Run Place	0.28
1403	East Lord Botetourt Loop	New Rt 1404; Rockbridge Run Place	New Rt 1402; Southamptonshire Way	0.04
1403	West Lord Botetourt Loop	New Rt 1402; Southamptonshire Way	New Rt 1405; Robert Dinwiddie Terrace	0.06
1403	West Lord Botetourt Loop	New Rt 1405; Robert Dinwiddie Terrace	New Rt 1402; Southamptonshire Way	0.07
1403	West Lord Botetourt Loop	New Rt 1405; Robert Dinwiddie Terrace	New Rt 1406; James Blair Lane	0.06
1403	West Lord Botetourt Loop	New Rt 1406; James Blair Lane	New Rt 1405; Robert Dinwiddie Terrace	0.06
1403	West Lord Botetourt Loop	New Rt 1406; James Blair Lane	New Rt 1406; James Blair Lane	0.22
1404	Rockbridge Run Place	Rt 1402; Southamptonshire Way	Rt 1403; East Lord Botetourt Loop	0.13
1405	Robert Dinwiddie Terrace	New Rt 1403; West Lord Botetourt Loop	New Rt 1403; West Lord Botetourt Loop	0.13
1406	James Blair Lane	New Rt 1403; West Lord Botetourt Loop	New Rt 1403; West Lord Botetourt Loop	0.12
			Sum:	1.58

Page: 2 of 3

For information regarding this report, contact VDOT's Residency Administrator or Central Office (Martin Law (804) 786-0795)



Land Use Permit
LUP-GC
Golf Cart & Utility Vehicle Accommodation

Code of Virginia §46.2-916.1 through §46.2-916.3 govern the use of golf carts and utility vehicles on Virginia highways. The code allows for the governing body of any county, city or town to authorize the operation of golf carts and utility vehicles on public highways within its jurisdictional boundaries. A locality can designate a state maintained road for use by golf carts and utility vehicles without any explicit approval from the Virginia Department of Transportation (VDOT), however VDOT does have the authority and the responsibility to overturn the designation if it is deemed that golf carts and utility vehicles impede the safe and efficient flow of motor vehicle traffic.

Permittee Agreement for Land Use Permit Issuance

I the undersigned locality representative hereby acknowledge that I am fully cognizant of all of the following requirements associated with the issuance of a VDOT Land Use Permit authorizing the use of golf carts and utility vehicles on non-limited access state maintained highways:

Type or Print Clearly

Locality Name: New Kent County

Locality Federal Tax ID No. or Driver's License No.: 54-6001445

Locality Mailing Address: PO Box 150

City: New Kent State: VA Zip Code: 23124

Authorized Representative's Name: Rodney A. Hathaway, County Administrator

Business Telephone No.: (804) 966 - 9683 24-Hour Telephone No.: (804) 966 - 9683

Fax No.: (804) 966 - 9370 E-mail Address: rahathaway@newkent-va.us

Location(s): The Groves at New Kent - Section 1(State Routes 1401, 1402, 1403, 1404, 1405, & 1406) located in the Farms of New Kent Planned Unit Development off of Route 106 near I-64 exit 211.

Authorized Representative's Name: Rodney A. Hathaway, County Administrator

Signature:  7/6/2023

VDOT Land Use Permit Required by Law

The General Rules and Regulations of the Commonwealth Transportation Board provide that no work of any nature shall be performed on any real property under the ownership, control, or jurisdiction of VDOT until written permission has been obtained from VDOT. Written permission is granted for the above-referenced activity through the issuance of a land use permit.

By issuing a permit, VDOT is giving permission only for whatever rights it has in the right-of-way; the permittee is responsible for obtaining permission from others who may also have an interest in the property.

The permittee will be civilly liable to the Commonwealth for expenses and damages incurred to VDOT as a result of violation of any of the rules and regulations of this chapter. Violators shall be guilty of a misdemeanor and, upon conviction, shall be punished as provided for in [§33.2-210](#) of the Code of Virginia.

Application Requirements

Application for a land use permit authorizing the operation of golf carts and utility vehicles on state maintained highways shall be made through the local district permit office by the requesting locality.

The district administrator's designee receiving the request shall coordinate review and approval of the request with all appropriate VDOT personnel.

The regional traffic engineer (or their designee) shall perform a review of the land use permit application and supporting material

Contact Information

A list of counties with their corresponding VDOT district offices and contact information may be obtained on the VDOT web site at: <http://www.virginiadot.org/about/districts.asp>

Permit Fees & Charges

The application fee for a land use permit authorizing the operation of golf carts and utility vehicles on state maintained highways shall be waived.

Surety Requirements

It is not necessary for the locality to provide a surety for the operation of golf carts and utility vehicles on state maintained highways.

Insurance Requirements

It is not necessary for the locality to secure and maintain insurance to protect against liability for personal injury and property damage associated with the operation of golf carts and utility vehicles on state maintained highways.

General Requirements

- 1) Any county, city or town may designate a roadway as appropriate for golf cart and/or utility vehicle usage regardless of who owns or maintains the road within the constraints and requirements of the Code of Virginia.
- 2) The locality must consider the speed, volume, and character of motor vehicle traffic using such highways to determine if golf cart and utility vehicle operation is compatible with state and local transportation plans and if said operation is consistent with the Commonwealth's Statewide Pedestrian Policy.
- 3) The locality shall provide VDOT with evidence of its consideration of the speed, volume, and character of motor vehicle traffic for routes being considered for golf cart and utility vehicle designation.
- 4) The locality shall provide VDOT with an overall route plan to show connectivity to and from specific origins and destinations. EXAMPLE: Residences to a local park, ball field, community center, etc.
- 5) In general, a designated route should not cross an un-signalized intersection where the annual average daily traffic (AADT) exceeds 2000 vehicles per day or where peak period traffic volumes do not allow for the safe crossing of golf carts and utility vehicles.
- 6) VDOT shall consider the volume and posted speed limit of all roadways intersecting a designated route so that designated route(s) do not cross high volume, low-speed roadways.
- 7) The posted speed limit of the highway to be designated shall not exceed 25 miles per hour.
- 8) The AADT of the highway to be designated shall not exceed 1000 vehicles per day.
- 9) The designated route shall not cross a highway where the posted speed limit exceeds 25 miles per hour except where the intersection is controlled by a traffic signal and the speed limit of the intersecting highway does not exceed 35 miles per hour.
- 10) In the Town of Colonial Beach and in towns with a population of 2,000 or less, a golf cart and utility vehicle may cross a highway at intersections marked with signage posted by VDOT. The Regional Traffic Engineer (or their designee) shall recommend approval or denial of sign installation(s).
- 11) All costs associated with the installation and maintenance of all required signage shall be borne by the locality.
- 12) The designated route shall not have geometric constraints that restrict minimum intersection sight distance or stopping sight distance for the posted speed limit of 25 miles per hour.
- 13) The total pavement width of the designated route shall not be less than 17 feet in width. This width may include any drivable paved or grass shoulders on each side of the travel way.
- 14) Where parking is allowed on the designated route the minimum pavement width shall be 24-feet with parking on one side and 29-feet with parking both sides (See the VDOT Road Design Manual for subdivision streets with AADT < 2000 vehicles per day).
- 15) Actual truck traffic shall not exceed 10%. VDOT shall determine if said traffic creates an operational or safety concern for the use of golf carts and utility vehicles on the designated route.
- 16) Routes with high incidences of crashes will not be considered for designated use by golf carts and utility vehicles.
- 17) VDOT shall make a determination as to whether on-going development will trigger any thresholds that would deem the designated route as not compatible for the operation of golf carts and utility vehicles.

- 18) All persons operating a golf cart or utility vehicle on any public highway shall have in their possession a valid driver's license.
- 19) All golf carts or utility vehicles operated on a public highway shall display a slow-moving vehicle emblem in conformity with Code of Virginia §[46.2-1081](#).
- 20) Golf carts and utility vehicles shall be operated upon the public highways only between sunrise and sunset unless equipped with headlights as are required for these classes of vehicles.

General Requirement Exceptions

- 1) Operation of a golf cart to cross a highway from one portion of a golf course to another portion thereof or to an adjacent golf course or to travel between a person's home and golf course if the total trip does not exceed one-half mile in either direction and if the posted speed limit on the highway does not exceed 35 miles per hour.
- 2) Operation of a golf cart and/or utility vehicle by local government employees for official business or purpose on highways with posted speed limits that do not exceed 35 miles per hour.
- 3) Operation of a golf cart and/or utility vehicle by employees of public or private two-year or four-year institutions of higher education on highways within the property limits of such institutions provided the golf cart and/or utility vehicle is being operated on highways with posted speed limits that do not exceed of 35 miles per hour.
- 4) Operation of a golf cart and/or utility vehicle on a secondary highway with a posted speed limit of 35 miles per hour or less and within three miles of a motor speedway with a seating capacity of at least 25,000 but less than 90,000. This use is limited to the same day as any race or race-related event conducted at said speedway.
- 5) Operation of a golf cart and/or utility vehicle by employees of the Department of Conservation and Recreation (DCR) for official business or purpose on highways located within DCR property or upon VDOT maintained highways located adjacent to DCR property with posted speed limits that do not exceed 35 miles per hour.

Permit Revocation

At the discretion of the district administrator's designee, the land use permit may be revoked and the route designation removed for non-compliance with all requirements contained herein and/or specific conditions of the permit.

Permittee Notice

The preceding provisions are intentionally condensed in format and should not be loosely interpreted by the permit applicant without consultation with the central office permit manager or the district administrator's designee and affirmation from the [Land Use Permit Regulations](#).

Four Seasons at New Kent Vineyards VDOT LUP Application for Golf Carts and Utility Vehicles

1. Designated Routes and their connectivity to and from specific origins and destinations.

The golf cart and utility vehicle traffic is anticipated to mainly occur between residences within neighborhood. It is also anticipated that the Community club house located at 7701 Southamptonshire Way will also generate traffic.

2. The highways crossing the proposed designated routes and the approximate skew.

There are no highways with higher speed limits that would cross any of the neighborhood streets being requested for golf cart and utility vehicle use.

3. Speed Limits, pavement widths (available for two-way travel excluding parking – may include any drivable paved or grass shoulders on each side of the travel way), traffic volumes and truck % of the proposed designated routes and crossing routes.

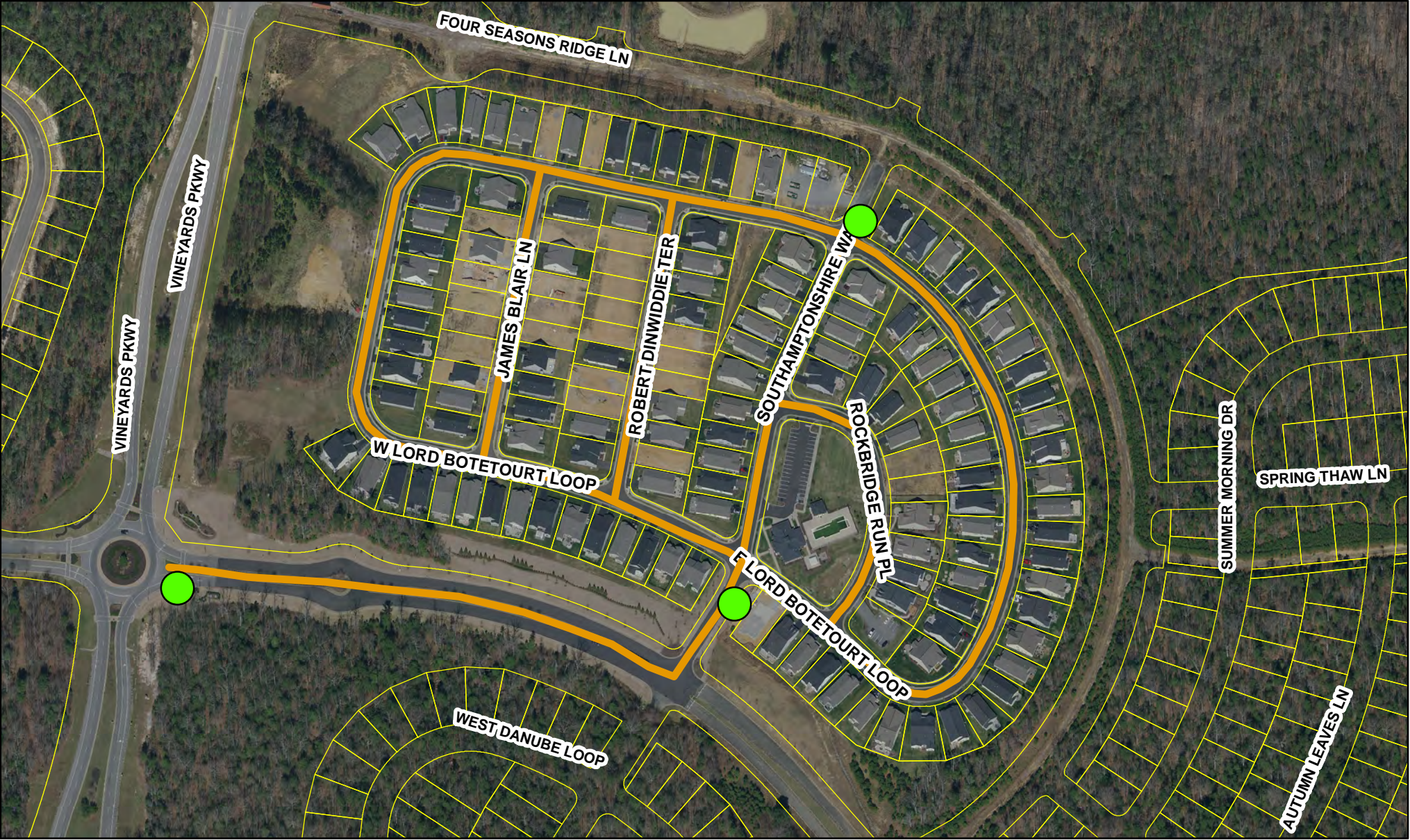
The speed limits of all roads within the neighborhood are 25 miles per hour. Four Seasons Ridge Blvd is a 4-lane divided roadway with curb and gutter and a pavement width of 24 feet in each direction. All other streets are the typical two-way subdivision streets with a pavement width of 24 feet and curb and gutter. The streets within the neighborhood were recently taken into the State maintenance system, therefore were not included in the most recent 2021 VDOT traffic data analysis.

The Groves at New Kent – Section 1		
Street Name	State Route #	ADT Count
Four Seasons Ridge Blvd.	1401	No Data Available
Southamptonshire Way	1402	No Data Available
East Lord Botetourt Loop	1403	No Data Available
West Lord Botetourt Loop	1403	No Data Available
Rockbridge Run Place	1404	No Data Available
Robert Dinwiddie Terrace	1405	No Data Available
James Blair Lane	1406	No Data Available

4. Existing signs and signalization and; signs and pavement markings to be installed on the highways proposed for designation and for crossing highways at the approaches to those routes.

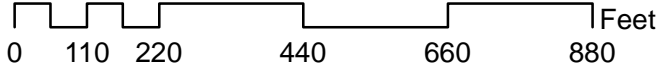
Please see the attached map for the proposed locations of three (3) golf cart signs. The signage will be in accordance with the VDOT signage manual as shown on the attachment.

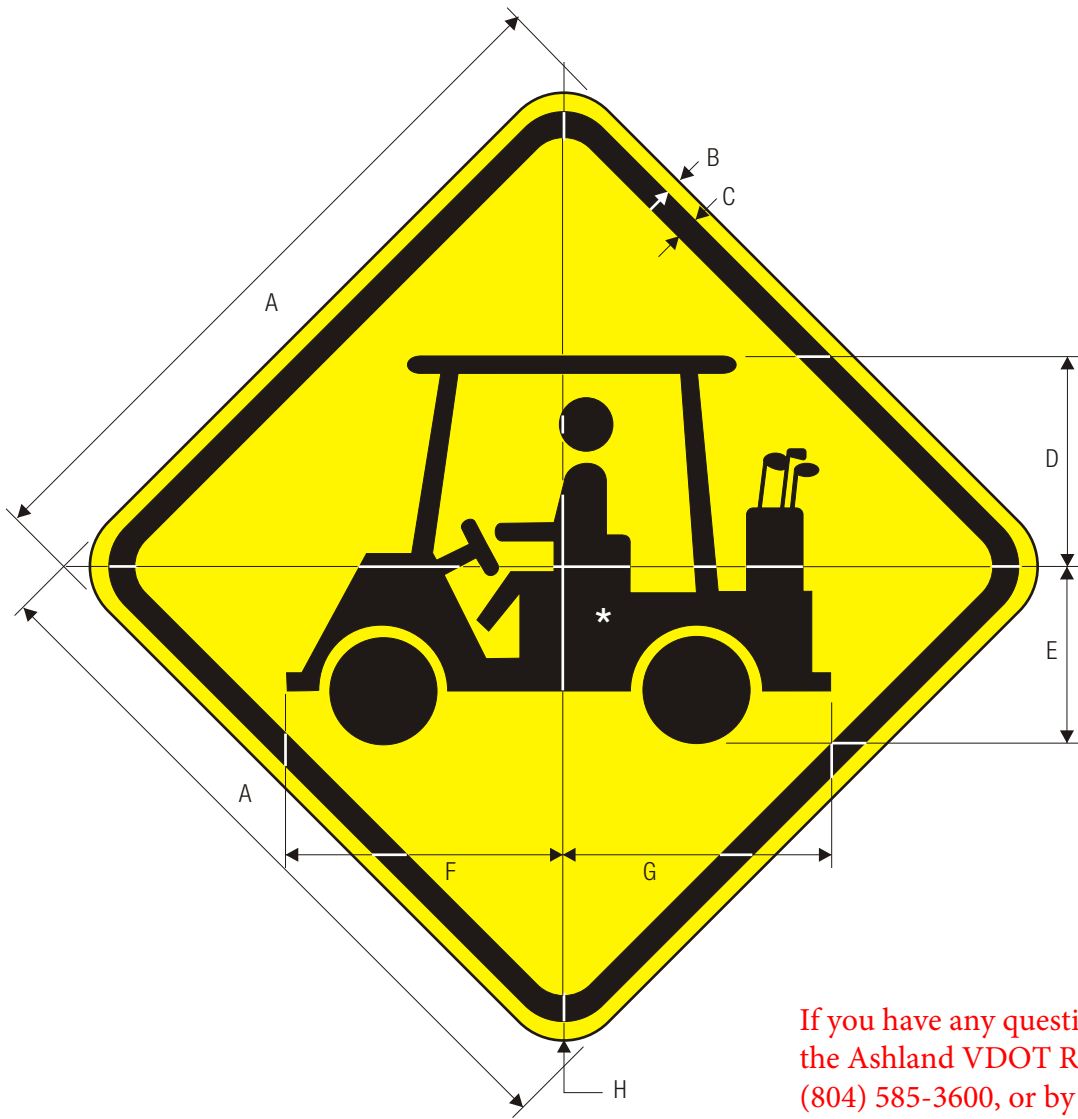
Four Seasons at new kent Vineyards (The Groves at New Kent)



Proposed Streets for
Golf Cart Use

Proposed Golf Cart Sign
Locations





If you have any questions contact the Ashland VDOT Residency at (804) 585-3600, or by email at vasupplement@vdot.virginia.gov

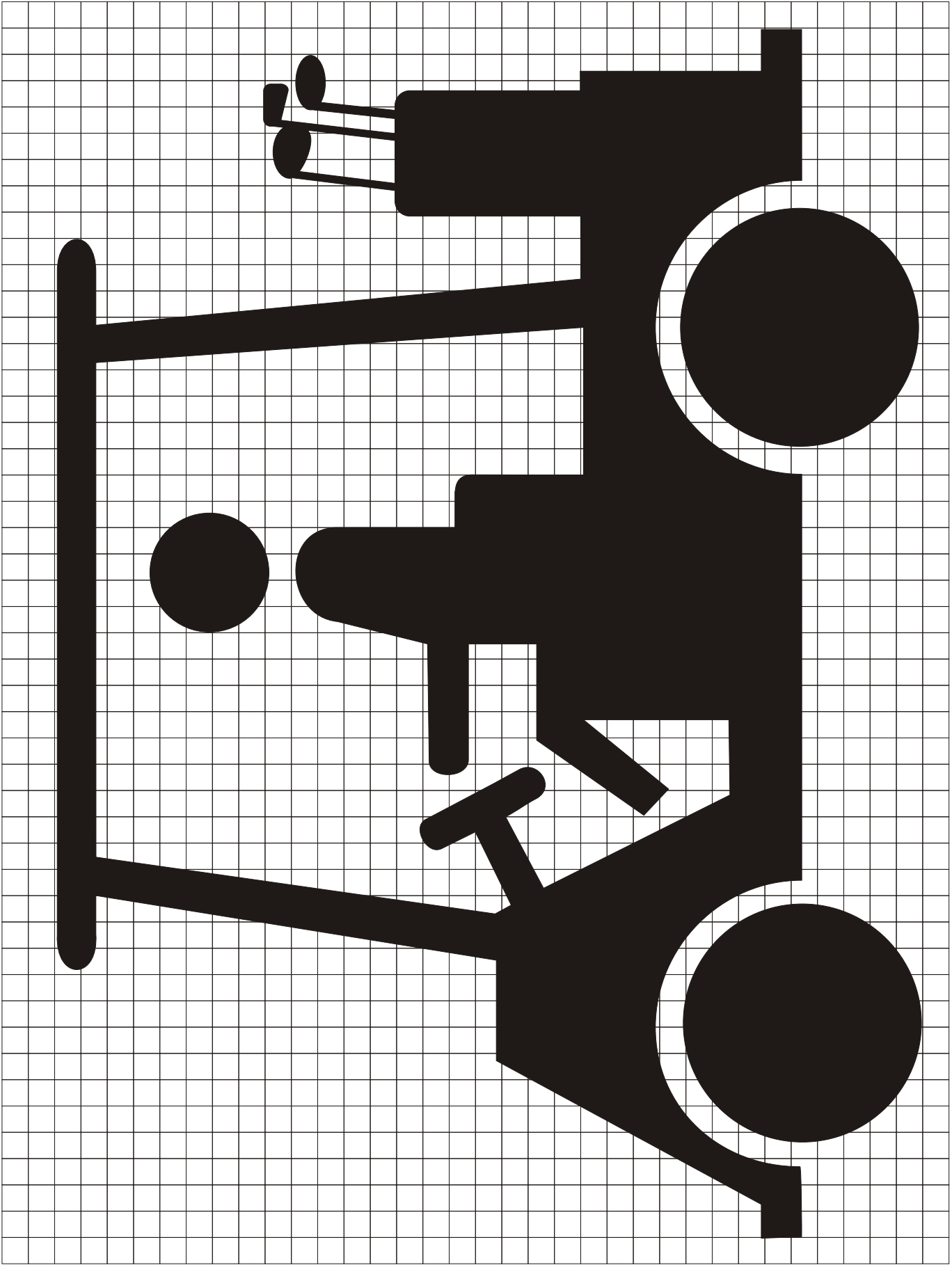
W11-11

GOLF CART TRAFFIC

*See page 6-32 for symbol design.

	A	B	C	D	E	F	G	H
	24	.375	.625	7.285	6.064	9.467	9.126	1.5
C	30	.5	.75	9.126	7.605	11.889	11.448	1.875
	36	.625	.875	10.928	9.126	14.250	13.730	2.25
	48	.75	1.25	14.571	12.129	18.934	18.253	3

COLORS: SYMBOL — BLACK
BACKGROUND — YELLOW (RETROREFLECTIVE)





Application for Street Designation For Golf Cart & Utility Vehicle Use

COUNTY OF NEW KENT, VIRGINIA
WEB SITE: WWW.CO.NEW-KENT.VA.US

♦ County Administration ♦ PO Box 150 ♦ 12007 Courthouse Circle ♦ New Kent, VA 23124 ♦
♦ Phone 804-966-9687 ♦ Fax 804-966-9370 ♦

Applicant (Individual or Organization)

Name: Four Seasons at New Kent Vineyards COA
Address: 2400 Old Brick Rd Ste 24 Phone: 804-630-3050
City: Glen Allen State: VA Zip: 23060

Street(s) to be Considered for Designation

- Name: See attached Route Number: _____
Is this street located within a community with a homeowners' or property owners' association? Yes/No
- Name: _____ Route Number: _____
Is this street located within a community with a homeowners' or property owners' association? Yes/No
- Name: _____ Route Number: _____
Is this street located within a community with a homeowners' or property owners' association? Yes/No

Please attach a list of any additional streets to be considered.
I hereby certify that I have the authority to make the foregoing application and that the information provided is accurate.

Signature of Applicant: Jennifer Markes Date: 6-20-2023
C/O BOD FSNKV

Office Use Only

\$250.00 Application Fee Received: Check # 3063 Date: 6/20/2023
Is a petition required per New Kent County Code Section 70-193(a)(2)? Yes/No If so, is it attached? Yes/No NA
Public Hearing Date: _____
Approved/Disapproved: _____

New Kent County - 1 ICR(s) - Total System Mileage Change: 1.58

This document reports changes in the locality's VDOT maintained system of state highways for the report period. Developer bonds held pending VDOT's acceptance of streets reported here may be released in accordance with the local ordinance.

Farms of New Kent Landbay V - Phase 1 (38204820) Lgb Date: 4/11/22 Eff Date: 5/17/23

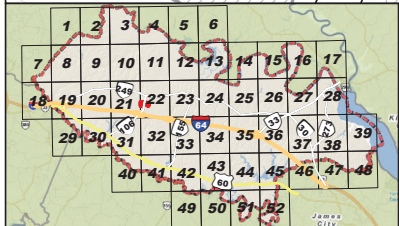
Addition

Route Number	Street Name	From Termini	To Termini	Length
1401	Four seasons Ridge Blvd.	Rt 106	New Rt 1402; Southamptonshire Way	0.21
1402	Southamptons hire Way	New Rt 1401; Four seasons Ridge Blvd.	New Rt 1403; West/East Lord Botetourt Loop	0.06
1402	Southamptons hire Way	New Rt 1403; West/East Lord Botetourt Loop	New Rt 1404; Rockbridge Run Place	0.07
1402	Southamptons hire Way	New Rt 1404; Rockbridge Run Place	New rt 1403; West/East Lord Botetourt Loop	0.07
1403	East Lord Botetourt Loop	New Rt 1402; Southamptonshire Way	New Rt 1404; Rockbridge Run Place	0.28
1403	East Lord Botetourt Loop	New Rt 1404; Rockbridge Run Place	New Rt 1402; Southamptonshire Way	0.04
1403	West Lord Botetourt Loop	New Rt 1402; Southamptonshire Way	New Rt 1405; Robert Dinwiddie Terrace	0.06
1403	West Lord Botetourt Loop	New Rt 1405; Robert Dinwiddie Terrace	New Rt 1402; Southamptonshire Way	0.07
1403	West Lord Botetourt Loop	New Rt 1405; Robert Dinwiddie Terrace	New Rt 1406; James Blair Lane	0.06
1403	West Lord Botetourt Loop	New Rt 1406; James Blair Lane	New Rt 1405; Robert Dinwiddie Terrace	0.06
1403	West Lord Botetourt Loop	New Rt 1406; James Blair Lane	New Rt 1406; James Blair Lane	0.22
1404	Rockbridge Run Place	Rt 1402; Southamptonshire Way	Rt 1403; East Lord Botetourt Loop	0.13
1405	Robert Dinwiddie Terrace	New Rt 1403; West Lord Botetourt Loop	New Rt 1403; West Lord Botetourt Loop	0.13
1406	James Blair Lane	New Rt 1403; West Lord Botetourt Loop	New Rt 1403; West Lord Botetourt Loop	0.12
			Sum:	1.58

Page: 2 of 3

For information regarding this report, contact VDOT's Residency Administrator or Central Office (Martin Law (804) 786-0795)

Tax Map Insert 22A10



- Power Lines
- Railroads
- Hooks
- County Boundary
- Inserts
- Block Cuts
- Blocks
- Parcels



Commonwealth Of Virginia
Department Of Transportation
Land Use Permit



Permit No 428-57884
 Status APPROVED

This permit only grants permission to use whatever rights the Commonwealth Transportation Board and the Department of Transportation have in the right of way and no more, and it is the obligation of the permittee to secure any other releases or permission that may be needed in order to perform the work.

Effective Date May 10, 2024 **Expiration Date** May 08, 2034 **Reinstatement Date**

<p>Permittee Information</p> <p>Owner & Address County of New Kent P.O. Box 150 New Kent VA 23124</p> <p>Contact Rodney A. Hathaway Phone# 804-966-9683 Fax# 24 Hr#</p>	<p>Your Job# Golf Cart & Utility Vehicle Accommodation- The Groves @ New Kent Section 1</p> <p>Agent</p> <p>Contact Phone# Fax# 24 Hr#</p>	<p>Surety & Account Receivable Information</p> <p>Name Surety Account Surety Type Amount Obligation Amount 0.00 Surety Holder CUSTOMER</p>
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AUTHORIZATION: In compliance with your application, permission is hereby given insofar as the Commonwealth Transportation Board has the right, power, and authority under sections 33.2 - 210;33.2 - 240;33.2 - 241 of the Code of Virginia as amended, to grant by Special Agreement and/or by Land Use Permit for you to perform the work and or activity(s) described below:

Location			
County/City/Town	New Kent County	Highway Route(s)	**Various - Various Streets The Groves @
From Route Number		From Route Name	New Kent Section 1
To Route Number		To Route Name	

Work Description **The permittee/agent must contact the VDOT Customer Service Center at 1-800-367-7623 a minimum of 48 hours prior to initiating any excavation within 1,000 feet of a signalized intersection and/or VDOT ITS infrastructure.**

Permit authorizes signage for the operation of golf carts on non-limited access VDOT maintained roads in The Groves @ New Kent Section 1, New Kent County- Rte. 1401, Rte. 1402, Rte. 1403, Rte. 1404, Rte. 1405 & Rte.1406, located in the Farms of New Kent (planned unit development off of Rte. 106 near I-64 Exit 211, per attached sketch/maps; All costs associated with the installation & maintenance of all required signs shall be borne by the locality. Golf Cart application general requirements are attached.

Applicant has compiled with VA Code Section 56-265.15 Affidavit is attached.

TERMS:Applicable as stated in the VDOT Land Use Permit Regulations (current edition) and/or as per approved plans, and/or regulatory instructions, including but not limited to the LUP-SPG and/or agreement(s) attached hereto.

COMMONWEALTH TRANSPORTATION BOARD

By:
 Hunter Goodman

May 10, 2024

- C** Call before you dig
- A** Allow the required time for marking
- R** Respect and protect the marks/flags
- E** Excavate carefully



[] When checkbox is marked, by approving this permit, the issuing official certifies that the entrance was designed in accordance with Appendix F of the Road Design Manual

FINAL INSPECTION & SURETY REQUIREMENTS: Upon completion of the work or activity(s) authorized under this Land Use Permit, the permittee shall contact the following office in writing or by electronic communication to request final inspection and release of the surety obligation for this permit.

Ashland Residency
 523 North Washington Hwy Hunter.Goodman@vdot.virginia.gov
 Ashland VA 23005

Permit No.428-57884

VDOT's Web Site: www.vdot.virginia.gov

Agent Copy

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

Meeting Date: 6/10/2024

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	5/17/2024 - 2:25 PM
Administration	Hathaway, Rodney	Approved	5/30/2024 - 1:28 PM
Attorney	Everard, Joshua	Approved	5/31/2024 - 2:40 PM

PROPOSED MOTIONS:

DISTRICT ONE APPOINTMENTS

NONE

PROPOSED MOTIONS:

DISTRICT TWO APPOINTMENTS

I move to appoint _____ as District Two representative to the Purchase of Development Rights Committee to serve a three-year term beginning July 1, 2024 ending June 30, 2027. *(The term of Robert Gray will expire on June 30, 2024.)*

PROPOSED MOTIONS:

DISTRICT THREE APPOINTMENTS

NONE

PROPOSED MOTIONS:

DISTRICT FOUR APPOINTMENTS

I move to appoint _____ as District Four representative to the Social Services Advisory Board to serve a four-year term beginning July 1, 2024 ending June 30, 2028. *(The term of Cecile Crane will expire on June 30, 2024. This will be the end of her second term and because representatives are allowed to serve no more than two consecutive terms she is not eligible for reappointment.)*

PROPOSED MOTIONS:

DISTRICT FIVE APPOINTMENTS

I move to appoint _____ as District Five representative to the Purchase of Development Rights Committee to serve a three-year term beginning July 1, 2024 ending June 30, 2027. *(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: 6/10/2024

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	5/31/2024 - 11:43 AM
Administration	Hathaway, Rodney	Approved	5/31/2024 - 12:38 PM
Attorney	Everard, Joshua	Approved	5/31/2024 - 2:41 PM

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 **Andrea Gardner** as the New Kent County representative to the Community Policy and Management Team to serve a two-year term beginning July 1, 2024 and ending June 30, 2026. *(The term of Andrea Gardner will expire June 30, 2024.)*

I move to appoint **Elizabeth Hirner** as the private service provider representative to the Community Policy and Management Team to serve a two-year term beginning July 1, 2024 and ending June 30, 2026. *(The term of Elizabeth Hirner will expire June 30, 2024.)*

I move to appoint **Richard Dirmeyer** as the New Kent County School representative to the Community Policy and Management Team to serve a two-year term beginning July 1, 2024 and ending June 30, 2026. *(The term of Richard Dirmeyer will expire June 30, 2024.)*

I move to appoint **Suzanne Grable** as the Department of Social Services representative to the Community Policy and Management Team to serve a two-year term beginning July 1, 2024 and ending June 30, 2026. *(The term of Suzanne Grable will expire June 30, 2024.)*

I move to appoint **Aida Zayas** as the Department of Health representative to the Community Policy and Management Team to serve a two-year term

beginning July 1, 2024 and ending June 30, 2026. *(The term of Aida Zayas will expire June 30, 2024.)*

I move to appoint **Joseph Wright** as the Juvenile Court Service Unit representative to the Community Policy and Management Team to serve a two-year term beginning July 1, 2024 and ending June 30, 2026. *(The term of Joseph Wright will expire June 30, 2024.)*

I move to appoint **Daniel Rigsby** as the Community Services Board representative to the Community Policy and Management Team to serve a two-year term beginning July 1, 2024 and ending June 30, 2026. *(The term of Daniel Rigsby will expire June 30, 2024.)*

I move to appoint **Jennie Stolarski** as the parent representative to the Community Policy and Management Team to serve a two-year term beginning July 1, 2024 and ending June 30, 2026. *(The term of Jennie Stolarski will expire June 30, 2024.)*

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: 6/10/2024

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	5/17/2024 - 2:26 PM
Administration	Hathaway, Rodney	Approved	5/30/2024 - 1:29 PM
Attorney	Everard, Joshua	Approved	5/31/2024 - 2:42 PM

Regional Boards and Commissions

I move to appoint _____ as the **District 1** representative to the Heritage Library Board of Trustees to serve a four-year term beginning July 1, 2024 and ending June 30, 2028. *(The term of Rose Schooff will expire on June 30, 2024.)*

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: 6/10/2024

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, July 8, 2024, and the next work session will be held at 9:00 a.m. on Tuesday, June 25, 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	Reviewer	Action	Date
Clerk	Watkins, Wanda	Approved	5/31/2024 - 1:11 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