



NEW KENT COUNTY BOARD OF SUPERVISORS

April 14, 2025, 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. January 27, 2025 Work Session Minutes
- b. February 10, 2025 Regular Meeting Minutes
- c. February 24, 2025 Work Session Minutes

2. Miscellaneous

- a. Resolution R-11-25 - Street Acceptance - Kent Farms Landbay 4, Section 2 the Arbors at New Kent
- b. Resolution R-10-25 Requesting the Designation of the Current New Kent Post Office as the Patricia A. Paige Post Office Building
- c. Approval of Agreement between New Kent County and Logan Systems, Inc.
- d. Approval of proposed work authorization for Rinker Design Associates, LLC for the Courthouse Road/Kentland Trail Roundabout (RAB) Landscaping design and support services and appropriation of funds from the Central Virginia Transportation Authority line item
- e. Approval of Monthly Financial Reports - January FY25

3. Refunds

- a. REFUND - Real Estate Tax - Veteran Exemption - \$7,985.27
- b. REFUND - Real Estate Tax - Veteran Exemption - \$6,049.03
- c. REFUND- Personal Property Tax- Rolling Stock Railroad Exemption
- d. REFUND - Application for Street Designation for Golf Cart & Utility Vehicle Use, Deborah Joy Langdon & Roy Patrick Langdon, II - \$250.00

4. Supplemental Appropriations

- a. FY25 Supplemental Appropriations

5. Interdepartmental Budget Transfers

- a. FY25 Interdepartmental Budget Transfers

6. Treasurer's Report

- a. Treasurer's Report - February 2025

SPECIAL PRESENTATIONS

Presentation of Resolution R-07-25 Recognizing Henrico County Alumnae Chapter of Delta Sigma Theta Sorority, Inc. for Its 25th Year Anniversary

CITIZENS COMMENT PERIOD

RESIDENCY ADMINISTRATOR'S REPORT

Residency Administrator's Report for March 2025

PRESENTATIONS

- ITEM 1** **FY26 Budget Discussion** - *Financial Services Director Tripp Lawrence*
- ITEM 2** **FY26 Public Utility Budget Update** - *Financial Services Director Tripp Lawrence*
- ITEM 3** **New Kent Circuit Court Audio & Video Recording System Purchase** - *County Administrator Rodney Hathaway*
- ITEM 4** **Secondary Six Year Plan Overview** - *Director of Transportation Development Amy Inman*

Public Hearings to be held at 6:30 p.m. or as soon thereafter as possible. Speakers are limited to three minutes each, should come to the podium and state their name and address.

PUBLIC HEARINGS

- ITEM 5** **PUBLIC HEARING - Easement to Dominion Energy for Electrical Service Line - Resolution R-09-25** - *County Attorney Joshua Everard*
- ITEM 6** **PUBLIC HEARING - Proposed Tax Levies for Fiscal Year 2026** - *County Administrator Rodney Hathaway*
- ITEM 7** **PUBLIC HEARING - Proposed Amendments to Appendix A - Fees of the New Kent County Code** - *County Administrator Rodney Hathaway*
- ITEM 8** **PUBLIC HEARING - Proposed Amendment of Appendix A and Establishment of Appendix B - Public Utility Fees of the New Kent County Code** - *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
- Appointments - Board Staff Appointments

ADJOURNMENT

Adjournment

MEETING SCHEDULE: The next regularly scheduled meeting of the Board of Supervisors will be held at 6:00 p.m. on Tuesday, May 6, 2025, and the next work session will be held at 9:00 a.m. on Tuesday, April 29, 2025 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: 4/14/2025

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	January 27, 2025 Work Session Minutes
Issue	
Recommendation	Approval
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	A. Stanger, Executive Assistant	Telephone:	804-966-96873
Copy provided to:			

ATTACHMENTS:

Description	Type
January 27, 2025 Work Session Minutes (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Stanger, Amanda	Approved	3/21/2025 - 11:22 AM
Administration	Hathaway, Rodney	Approved	3/28/2025 - 10:02 AM
Attorney	Everard, Joshua	Approved	3/31/2025 - 4:15 PM

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

IN RE: CALL TO ORDER

Chairman Thomas W. Evelyn called the meeting to order.

IN RE: ROLL CALL

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

All members were present. Mr. Evelyn welcomed everyone.

IN RE: BRIEFING ON FY25 BUDGET AMENDMENT PUBLIC HEARING SCHEDULED FOR FEBRUARY 10, 2025

Financial Services Director Richard E. "Tripp" Lawrence, III provided a brief overview of a proposed FY25 budget amendment scheduled to come before the Board for public hearing at their February 10, 2025 meeting. He reported he had discussed the possible creation of the Colonial Downs Revenue Fund with the Board back in the summer (see August 22, 2024 meeting minutes). He reported this amendment would involve a large amount of funds and he wanted to be sure the Board was aware of what was being recommended in case they received questions prior to the hearing. He reported it was better to advertise a figure higher than the actual transfer when noticing a budget amendment public hearing because the transfer could not be higher than the advertised figure. The decision had been made to cut off the revenue to be transferred at the beginning of a reporting period and the reporting period selected had been February. Given this, the exact figure to be transferred was not yet known so the FY25 budgeted figure had been used for the advertisement. He reported some transfers and appropriations to the new fund would be needed to move funds as approved in the FY25 budget. Transfers and appropriations would cease coming from the General Fund and would come from the newly created special revenue fund for capital projects approved by the Board. This would streamline the process with the revenue no longer coming into the General Fund and then being transferred to the Capital Fund. Fund movement could more easily be tracked resulting in more transparency and the ability to know this special revenue fund's balance at any given time. He entertained questions.

Ms. Pearson asked if the balance to be transferred to the Colonial Downs Revenue Fund would be approximately \$48 million? Mr. Lawrence confirmed. Ms. Pearson asked how much of these funds were already designated for specific projects? Mr. Lawrence reported a large portion had been expended but not yet paid out and specifically noted the \$16 million Cox broadband expansion project. Other funding had been designated for fire stations, a \$5 million set aside had been used for school athletic facilities and the animal shelter and there were also several small projects approved for funding. He said a fair amount of this balance would be paid out this year or early next year depending on how the projects moved along. Ms. Pearson questioned if the regular Capital Fund would still be available? Mr. Lawrence confirmed. Ms. Pearson asked what portion of the FY26 CIP (Capital Improvement

Program) to be presented at this meeting would be coming from the regular Capital Fund and if some of the funding would be from the Colonial Downs Revenue Fund? Mr. Lawrence reported funding for these projects would be a mix. He provided an overview of the year end analysis of unspent General Fund balances and carryovers to determine available funding to be transferred to the Capital Fund. All but 15% of the General Fund balance would be transferred to the Capital Fund. Ms. Pearson asked if payments would be made directly from the Colonial Downs Revenue Fund? Mr. Lawrence reported funds would be transferred to where the expense occurred and payments would be made from there. As an example, if there was something in the General Fund supported by Colonial Downs Revenue, there would be a transfer from the special revenue fund into the General Fund. Ms. Pearson asked if Colonial Downs revenue would go directly into the special revenue fund or would there be transfers? Mr. Lawrence reported Colonial Downs revenue would go directly into this fund. Ms. Pearson asked if it would be possible for the Board to know the available funding at the beginning of each fiscal year and to have access to a running total? Mr. Lawrence confirmed and noted a process similar to the Capital Fund analysis would be used to determine projects to be carried forward as well as available funding. He noted he could provide the Board with updates as frequently as they wished. Ms. Pearson said it would be nice to know the running total with everything happening in the General Assembly with Colonial Downs revenue. Mr. Lawrence said he would have a more accurate figure for the Board in February so they would know exactly where the account stood.

Mr. Moyer asked if the terminology "Colonial Downs revenue" excluded meals tax, property tax and sales tax? Mr. Lawrence confirmed these other revenue sources would be excluded and noted the special revenue fund would only be related to Historical Horse Racing and off-track betting revenue.

Mr. Evelyn called for any additional comments or questions. There being none, he thanked Mr. Lawrence for his presentation.

IN RE: AMENDMENT OF COX COMMUNICATIONS BROADBAND EXPANSION
 AGREEMENT

Before the Board for consideration was a proposed amendment to the County's Broadband Expansion project agreement with Cox Communications. County Administrator Rodney Hathaway reported the contract with Cox Communications was tracking progress by geographic areas referred to as "clusters" and there were twelve clusters within New Kent. Cox had provided a map indicating when service would be available in each of the clusters. The proposed amendment would change from tracking by clusters to tracking by 45 smaller "service groups." He believed smaller groups would be a benefit because it would allow for more accurate and specific reporting of when service would get to residents. Provisions of the current agreement were that Cox was not paid until a cluster was totally complete. The project was over 90% complete on connecting unserved residents but no clusters had been completed. As a result, New Kent had not made any payments to Cox even though they had been working on this project for two years. He also reported the County was holding federal ARPA (American Rescue Plan Act) funds as a part of this project. He said having these funds on the books required ongoing reporting and releasing some of these funds which would lessen the burden of tracking and reporting. The proposal was to change tracking from clusters to service groups to better track progress and to be able to compensate Cox for work completed. Provisions of the agreement for Cox to only be paid for work completed would not change. Progress on the project was ahead of schedule and it was projected to have completed connecting the unserved by the end of February. They were also a year ahead of schedule on upgrading existing infrastructure. This had been a

two phase project with the first phase being to connect the unserved and the second phase being to upgrade those currently served to fiber optic. He entertained questions and noted Cox Government Affairs Manager Erin Rice was also available to answer questions.

Mr. Evelyn asked how many service groups had been completed? Ms. Rice said the most recent report to the Board had indicated 21 service groups were complete and that there were approximately 6,500 serviceable passings throughout the project. They were making good progress and hoped to complete the entire project, including both unserved and overbuild, by the end of the calendar year. Ms. Pearson noted it appeared the Barhamsville area was 100% complete. Ms. Rice confirmed. She noted the Barhamsville area had been a priority cluster in the contract but Cox had not received payment for the Barhamsville area due to ARPA guidelines and the fact that the entire cluster had not been completed. The proposed amendment would allow for the payment for completed service groups.

Mr. Moyer reported there had been a four-hour service outage on Saturday. He understood unscheduled outages may happen and suggested they were less concerning on the weekend than during the week while residents may be working from home. He said this outage had involved old wiring but noted they had to keep in mind that people working from home were out of work during an outage. Ms. Rice said she was unaware of the outage and asked for more specific information. Mr. Moyer reported the outage had been from 2:00 p.m. to 8:04 p.m. and had impacted the Five Lakes, Patriots Landing and Woodhaven Shores communities as well as some Pine Fork Road residents. He asked if this had been a planned outage or had something happened to interrupt the service? Ms. Rice indicated she had been unaware of the outage until this moment and that she would work with their field teams to get an answer. Mr. Moyer reported he had received very few calls regarding the subcontractors and that everything seemed to be going much better. Ms. Rice stated she appreciated the opportunity to correct some of the things reported when she had previously come before the Board. She expressed appreciation for the County's leadership on this project and noted New Kent was ahead of the game in regards to universal coverage. While many localities were striving for this, New Kent would actually get there because of its forethought and she appreciated New Kent trusting Cox to do that with them.

Mr. Evelyn called for any additional comments or questions. Ms. Pearson reported she had been at the nail salon during the previously mentioned outage and customers did not have cash or their checkbook. She noted outages such as this affected businesses and if this had been a planned outage, they needed to get the word out to the community. Ms. Rice reported customers were usually notified whenever there was a planned outage.

Mr. Stiers asked why his Cox Cable bill had gone up \$10 a month? Ms. Rice indicated she did not know but would check. Mr. Stiers reported his bill had also gone up \$10 a month the previous year and he hadn't thought much of it at that time. He stated he did not believe he had the highest speed Cox was offering. Ms. Rice said she would work with their team to see why the bill had gone up and to review services provided to see if there was a way to make it more affordable. She added that Cox always wanted to be a good product and a good cost value and if it was not meeting that mark, they would work with the customer to get there. Mr. Stiers thanked her.

Mr. Evelyn reported he had spoken with Ms. Rice regarding an issue involving the railroad on Old River Road and asked if she had any idea when it would be resolved? Ms. Rice said she would love to tell him but noted she had no timeline. She reported the issue was tied up in litigation over the constitutionality of railroad legislation passed two years ago. Cox had moved forward, utilizing that legislation, to do railroad crossings and the railroad had

challenged the constitutionality of the law. This was in the court system and while she expected it would be resolved this year, she could not say when. Mr. Evelyn asked if this was the only area in New Kent where there were issues with the railroad or would there also be issues with the CSX line? Ms. Rice indicated she did not know how many CSX lines were in New Kent and said she had been told rail lines in the County were mostly Norfolk Southern. She said this issue was with railroads in general and she could not say when it would be resolved. Once a definitive answer was known, she would work with the County Administrator to get the message to Board members. She added that it was unfortunate for residents tied up in this issue. Mr. Evelyn thanked her and said New Kent had enjoyed working with her. He reported there were many happy customers because of the service.

Addressing Financial Services Director Tripp Lawrence, Ms. Pearson said she could imagine ARPA fund reporting was cumbersome and asked if New Kent was paying interest on these funds. Mr. Lawrence reported no interest was paid and that 100% of the ARPA funds had been obligated to this project. He noted the deadline for obligating those funds had been January 1, 2025 and New Kent had obligated the funds well in advance. The next step would be to complete speed testing and then pay out those funds. He noted again that no interest was paid but there was extra reporting, tracking and updating to make sure New Kent was staying within regulations.

Ms. Pearson moved to authorize the County Administrator to execute the proposed agreement amendment with Cox Communications, in a form approved by the County Attorney. The members were polled:

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

The motion carried.

IN RE: PROPOSED FISCAL YEAR 2026-30 CAPITAL IMPROVEMENT PLAN (CIP) &
PROPOSED FEE CHANGES

County Administrator Rodney Hathaway provided a brief overview of the proposed FY26-30 Capital Improvement Plan (CIP) as well as proposed fee changes. Detailed copies of the FY26-30 CIP had also been provided to Board members. The County's financial policy defined a capital expenditure as having a cost of \$25,000 or greater with an expected lifespan of at least five years. He reported the CIP process had started in the fall with each department submitting needs. Meetings had been held to discuss specific requests and the draft CIP had been presented to the Planning Commission in December. The Planning Commission had conducted a public hearing in January and had forwarded the CIP as presented with a favorable recommendation. This presentation would focus on FY26 projects and the packets provided included details and justifications on each request.

Recommendations for FY25-26 totaled \$42,674,360 with \$17,368,600 of that being Public Utility projects funded solely through the Public Utility Fund. The remaining \$25,305,760 would be funded through the Capital Fund balance. He noted that while this number was larger than previous budgets, \$10.2 million of the total was comprised of CVTA (Central Virginia Transportation Authority), VDOT and Virginia Department of Aviation funding as

well as a \$2 million set aside of Colonial Downs Revenue. A little over \$4 million in bond proceeds was also proposed to fund the CIP.

Proposed projects for FY26 included:

- Airport - \$2,025,300 - The County had been working on the construction of additional hangars and the design and engineering work was complete. \$800,000 was proposed to go toward the cost of site preparation. The actual impact on the Capital Fund balance would be \$160,000 with the remainder funded by the Virginia Department of Aviation. \$1.2 million was proposed for hangar construction with \$689,000 of that coming from Capital Fund balance. Site work and construction were being addressed as two separate projects because state and federal grant matches were different for each project. Due to the presence of connecting hangars, a professional would be needed to perform the demolition of the old terminal building at a cost of \$25,300.
- Administration - \$2 million in Colonial Downs funding would be set aside. There had been times during the current fiscal year when new projects had come up which had required public hearings to amend the budget. Adopting this funding in the budget would still be a very public process with new projects being scheduled on a Board agenda published in advance of the meetings and the Board having to appropriate funds. This process would require no public hearing and would save on advertising.
- Central Virginia Transportation Authority (CVTA) - \$7,109,867 - \$3,609,867 was budgeted for the I-64, Exit 211 interchange improvement project. He noted this was the first year the County had budgeted CVTA funding in the CIP. The County often applied for state funding for road improvement projects and in order to be competitive in that funding process, it was necessary to show a commitment from the Board with matching funds. He noted this was also true with the planned roundabout at New Kent Highway and Dispatch Road (\$3,500,000). In this case, the plan was to use revenue share funds where there was a required commitment from the locality. By adopting the CIP, the Board will show that a commitment has been made.
- Economic Development - \$733,000 - Several incentive grants to be paid in the next fiscal year included AutoZone (\$478,000), Buc-ee's (\$155,000) and CarMax (\$50,000). Given the low balance in the Small Business Economic Incentives Program, he was proposing an additional \$50,000 in funding.
- Fire-Rescue - \$5,845,737 - A schedule was in place for the regular replacement of ambulances. \$410,000 was proposed for the replacement of one ambulance. The lag time between placing an order and receiving an ambulance was currently two years. \$144,000 was recommended for the purchase of EMS equipment including six mechanical CPR devices. These devices would perform automatic chest compressions freeing up staff to perform other lifesaving procedures. These devices were currently available on several County ambulances and the goal was for all ambulances to have them. \$26,141 in updating facility access controls was also recommended. All stations would be on the same access system resulting in better control of entry into facilities. A new Fire Station #2 with an estimated cost of \$5,115,596 was also proposed. This would replace the current Quinton Fire Station #2. He reported \$4 million which had originally been borrowed for the renovation of the Historic School could be used for this project. Historic School architectural designs had been completed and the estimated project cost had come in at \$13 million. He said sufficient funding was not available at this point for the Historic School renovation and because replacement of Fire Station #2 was a more pressing need, he was recommending the \$4 million be moved to the fire station project. \$150,000 was also recommended for the replacement of two existing 2016 SUVs with mileage of almost 170,000 and 140,000. He noted that per County vehicle replacement policy, it was time to consider replacing these two vehicles.

- General Services – \$202,000 - This included programable access controls on the Extension building and gym (\$42,000), County facility rehab projects/regular maintenance (\$30,000), roof repair at Fire Station #1 (\$50,000) and HVAC replacement at Fire Station #1 (\$80,000). The access controls would give the ability to better manage events and groups wishing to use these facilities. He reported Fire Station #1 was approximately 35 years old and the roof and HVAC were due for updates.
- Information Technology - \$645,000 - \$260,000 was proposed for server infrastructure improvements which was a part of the routine replacement of servers. \$200,000 listed for a backup solution (cyber security) would be removed since the Board had recently approved the purchase in FY25. \$185,000 was also proposed for the purchase of Microsoft 365. Microsoft was pushing commercial clients to the 365 product.
- Parks & Recreation - \$379,125 - This included \$16,500 to complete the construction funding for a splash pad at Quinton Park. \$165,000 approved for this project in the FY25 CIP had fallen short of the \$181,500 needed to move forward. \$163,000 had also been approved in FY25 for the construction of basketball courts at Pine Fork Park but that funding had also fallen short by \$61,625. \$61,625 was recommended in the FY26 CIP in order to move forward with this project. Most of this additional cost would be for fencing. \$26,000 listed for the purchase of a Ventrac lawnmower could be removed as this purchase had been approved in FY25 and an order had been placed. \$275,000 was also proposed for the replacement of playground equipment at Quinton Park. Existing equipment was over twenty years old and the upgrades would also include fencing.
- Community Development – \$300,000 was proposed for a development ordinance rewrite. This project would have to be put out to bid and this funding would get the project started. New Kent had begun a three step process about five years ago with the first step being developing a Strategic Plan, the second step being developing a Comprehensive Plan and the third step being rewriting the development ordinance. This would primarily involve zoning and subdivision ordinances and the goal was to make sure these ordinances were in line with the Strategic and Comprehensive Plans.
- School Board – \$4,261,235 - This included the replacement of four buses at a total of \$685,285. Other proposed funding included \$425,000 for districtwide lighting, \$35,000 for districtwide paving, \$150,000 for general HVAC maintenance, \$30,000 for HVAC in the weightroom, \$749,500 for rooftop HVAC replacement at the high school, \$117,000 for water source heat pumps at the high school, \$1,400,000 for HVAC replacement at the middle school, \$30,000 for an office conversion in the Transportation building, \$35,000 for general roof maintenance, \$450,000 for roof replacement at the high school, \$99,000 for the replacement of two non-bus vehicles, \$35,000 for general school improvements/paint and \$20,450 for tennis court sealing/maintenance. New Kent Schools had been working to upgrade all lighting to LED and this funding was another phase of those upgrades. A request for the replacement of New Kent Elementary had also been received at an estimated cost of \$58 million. This project was slated for FY27 and, due to the amount of funding needed, staff was currently looking at options for moving forward. If the plan was to move forward in FY27, it would be necessary to begin planning for that cost now so those options would be shared with the Board during the FY26 operating budget presentation. The middle school had been constructed with approximately 35 separate HVAC systems and they had been using a phased approach for replacement. The proposed \$1.4 million would complete the final phase.
- Sheriff's Office – \$695,195 - This included a \$750,000 refresh of the County's Harris radio system, \$500,000 of which would come from the Capital fund with the balance to come from savings on Fire Station #6 and the Animal Shelter. Other recommendations included \$36,600 for the replacement of ballistic helmets, \$39,095 for firearm suppressors, \$68,400 for a mobile security trailer and \$51,100 for five pair of night vision binoculars. Although four mobile security trailers totaling \$273,600 had been

requested, the recommendation was to purchase one and then assess the need for future purchases based on the utilization of the first purchase. These units were equipped with a pole-mounted camera and could be used for monitoring parking lots and activities at events and festivals.

- Voter Registration – \$48,000 - Electronic poll books were in need of replacement. Poll books were managed by laptop computers with associated software. There were eleven precincts and thirteen poll books were requested in order to have two backups.
- Vehicle Replacements – \$767,701 - This included a request from the Commissioner of the Revenue for a new vehicle for an assessor estimated to cost \$50,000 and \$717,701 for Sheriff's Office vehicles. Sheriff's Office vehicles would include five patrol vehicles, one animal control vehicle and two civil processing vehicles. The original request had been for nine vehicles and eight vehicles were proposed. He noted vehicles were getting more expensive and he believed it was the intent of the Sheriff's Office to switch from the Ford Explorer to the Chevrolet Tahoe.
- He noted computers were on a five-year replacement plan and \$216,100 was recommended for FY26.

He drew attention to the last page of the presentation including details on the Public Utility CIP totaling \$17,368,600. He provided an overview of the four largest projects including:

- Parham Solids Handling - \$1,500,000 – Engineering for the project was being finalized and an additional \$1.5 million would be needed to fund construction.
- Brickshire Water Tank - \$6,250,000 – This two million gallon tank was proposed for the back side of Colonial Downs and would serve the Brickshire and Kentland PUD as well as Colonial Downs. He reported that as more construction was occurring in the Brickshire and Kentland PUD, they were beginning to see changes in water pressure. This tank would be added to ensure appropriate fire flow protection and water flow.
- New Kent Highway Waterline - \$7,000,000 – This waterline would connect the Bottoms Bridge and Quinton water systems. The developer of a new community near the Food Lion (round about) had extended the line from Food Lion to just beyond Topeka Road. The County would complete the connection from there to the Quinton Community Center. He reported this waterline extension was a part of the County's plans to change its water source from ground water to surface water. This would create a looping system that could be tied into the surface water treatment facility.
- Utilities Operations Center Site Planning - \$1,500,000 – This funding would begin the engineering, design and some site work for a new Utilities Operations Center. The Public Utilities Operations Center was currently housed in a facility given to New Kent by VDOT which was approximately forty years old. Not only had operations outgrown the space, there were also some structural issues making it necessary to look at a new facility. The existing property was large enough to accommodate the new facility.

He drew attention to page 12 of the CIP booklet which provided details on FY26 proposed fee changes in Animal Control, Public Safety – Fire Department and Public Utilities. Each department was asked to annually evaluate fees collected, giving consideration to whether or not they were capturing costs and if they were consistent with the market. He provided a brief overview of the following proposed changes:

- Animal Control had requested the removal of the \$50 "Control of dangerous dog" fee and the addition of two new fees including "Dangerous dog initial registration" - \$150 and "Dangerous dog annual renewal" - \$85. Mr. Stiers asked what determined if a dog was considered dangerous? Mr. Hathaway said he believed this was a determination of the courts and he deferred to Sheriff Lee Bailey. Sheriff Bailey confirmed the determination was made by the courts and depended upon case circumstances.

- Public Safety – Fire Department – Increases in hourly rates for Fire-Rescue personnel, Fire Marshal's Office personnel and Emergency Management personnel providing services for private events were also recommended. These increases would not only capture staff salary costs but also associated overhead costs such as ambulances and fire apparatus. Ms. Pearson stated this was not a cost to citizens but was a cost to the businesses requesting services. Mr. Hathaway confirmed and stated that increasing the hourly rates would ensure citizens were not paying.

It was also recommended that the emergency response fee for individuals convicted of operating a vehicle or water craft while intoxicated, reckless driving, driving with no operator's license or on a suspended or revoked license or improperly leaving the scene of an accident be increased from \$250 to \$2,500. Ms. Stewart asked how this fee was collected? Mr. Hathaway reported these fees were frequently collected through the insurance companies and the convicted individual was also billed. Ms. Stewart said that if this was a serious issue, it should be collected aggressively.

It was recommended that the outside agency annual permit fee be increased from \$100 to \$500. Mr. Hathaway reported this was for emergency agencies that were not New Kent but were operating in New Kent. These agencies were required to obtain a permit from New Kent Fire-Rescue in order to provide emergency services within the County. As an example, VCU had a private company providing transport services and that company was required to obtain a permit from New Kent. Ms. Stewart asked if this transport was VCU taking people from the New Kent facility to the Richmond facility? Mr. Hathaway confirmed. Ms. Stewart asked if New Kent was providing any transport services for VCU? Fire Chief Rick Opett reported New Kent was providing some transport services in higher-level emergency situations. Initially New Kent had provided all transport services for VCU but it had been too much for the department to handle.

Proposed increases in cost recovery for emergency response were in response to increases in insurance market rates.

- Public Utilities – New fees were proposed for "Hydrant flow testing" - \$250, "Major utility assets (pumping station, storage tank, PRV, etc.) plan review" - \$1,500, and "Major utility asset (pumping station, storage tank, PRV, etc.) construction inspection" - \$1,500. Mr. Hathaway reported these were items for which consultant services were frequently utilized and these fees would recover the costs of those services.

It was also recommended that plan review fees be increased from \$0.50 per linear foot to \$0.75 per linear foot.

Mr. Hathaway entertained questions.

Mr. Evelyn thanked him for the presentation and asked if Board members had any questions or comments? He noted they had just received the information and it was a lot to go through.

Mr. Moyer reported he had seen this presentation at the Planning Commission and had several questions. He questioned the minimum usage rate charged to water customers and asked if there had been a study performed to see if 0 to 6,000 gallon was a good use level for the minimum? He said there were some who did not have New Kent as their permanent residence but were charged the minimum when hardly any water was used. He understood there should be a cost for service but noted people who may be on deployment were billed

this minimum rate. He thought it may be a little high. He suggested the level should possibly be increased to 10,000 gallons and perhaps Public Utilities Director Mike Lang could look into this. Mr. Hathaway indicated this would be a good time to look at this and noted the County was currently working with Davenport and Company on the utility pro forma. Mr. Moyer said he did not know how many people were charged at the minimum level and suggested the cost for minimum usage was approximately \$100 every two months.

Mr. Moyer also noted Mr. Hathaway had mentioned a new elementary school on the FY27 CIP budget. It had also been mentioned that a new courthouse would be something to look at in another year but he had not seen this listed on the CIP. Mr. Hathaway reported if the Board decided to move forward with a new courthouse, it would most likely be in FY27. The presentation of the FY26 operating budget would include options for funding these projects to assist with making the decision on when to move forward.

Mr. Moyer reported the CVTA funding mentioned in the presentation did not come from tax payers' money but was derived from a seven cent tax on gasoline purchased in New Kent as well as 7/10 of a cent on sales tax. He suggested that with plans in the works for a large gas station, 90% of this tax collected may be coming from people outside of the County.

Ms. Pearson noted projects not recommended for funding in FY26 were pushed out to future years but were not forgotten. Mr. Hathaway confirmed and said some projects had been pushed to out years but noted there had also been some projects he had not felt were needs. Those projects would show up as requested but would not show up in an out year for funding. Ms. Pearson noted it appeared Parks and Recreation had taken the biggest cut and noted much of that involved Pine Fork Park. She wanted to make sure those projects would move forward and not be forgotten. Mr. Hathaway confirmed and noted there were several proposed big projects, one of which had been Pine Fork Park parking lot expansion. He did feel this was a need and was hopeful it could be addressed in FY27.

Mr. Evelyn noted Parks and Recreation Director Kim Turner was in the audience and he announced that she had recently completed the Certified Park and Recreation Professional program through the National Recreation and Park Association. On behalf of the Board, he congratulated her on this accomplishment and added that he understood achieving this certification was an extensive process.

Mr. Evelyn asked if there were any further comments or questions.

Mr. Moyer asked if CIP funding could be used for a study on the Makemie Woods property in District 5 or would the work to be done by PlanRVA be all they would be doing? Mr. Hathaway reported he believed it would be a mix and he believed this was something that could begin prior to July 1. Both Ms. Turner and he had met with PlanRVA Executive Director Martha Shickle to begin discussions. They were waiting for additional information from PlanRVA and he believed there would be a cost for some of the studies through them.

Drawing attention to the New Kent Schools CIP, Ms. Stewart questioned the high school roof replacement and HVAC replacement being listed as separate projects and noted the two combined were approximately one million dollars. Mr. Hathaway indicated he did not know which HVAC system was slated for replacement or which section of roof needed to be replaced. He agreed that if they were in the same area the projects should be coordinated. He indicated he could get more information. Ms. Stewart asked when the Voter Registration poll books had last been replaced? Mr. Hathaway said it had been a number of years but noted there had been significant issues at the last election and it was time for an upgrade.

Ms. Stewart recommended the poll books be put on a schedule for replacement. Addressing Mr. Moyer, Ms. Stewart reported she had heard from her representatives on the Housing Advisory Committee that there had been some discussions on expanding water service in the Eltham area. She asked if this was anywhere in the CIP or was it beyond FY30? Mr. Moyer reported the discussions had been on where water and sewer could be expanded to attract development. It had been suggested that this may be something that may be appropriate or wanted in the Eltham area. Mr. Hathaway reported the engineering and design work for extending sewer to Eltham was complete as well as to extend service to the I-64 exit ramp but noted there would be a significant cost associated with this. He further reported there was a potential development project in the Eltham area that could possibly make extending utilities financially feasible. He also noted there were several economic development projects near the I-64 exit in which staff was involved that could make it more feasible. He said the design had been in hand for some time but without the users, it had been a cost the County had not been willing to pay. Ms. Stewart noted Fire Station #4 had been the most recently completed fire station and asked if it had come in under budget? Mr. Hathaway confirmed that it had. Ms. Stewart asked if the thought was that Fire Station #6 would also come in under budget? Mr. Hathaway reported the project was trending that way. Fire Chief Rick Opett suggested it would be close but noted the project was trending to come in under budget. Addressing Parks and Recreation Director Kim Turner, Ms. Stewart noted Makemie Woods also had a canoe and kayak launch the County could use. She also noted she was very cognizant of projects where staff was coming back and asking for more money. She understood a part of it was the economy but encouraged very accurate estimates. She said play grounds and things such as that were necessary for kids but coming back asking for additional money every year may not be.

Mr. Evelyn called for any additional comments. There being none, he thanked Mr. Hathaway for his presentation.

IN RE: OTHER BUSINESS – ANNOUNCEMENTS

Ms. Pearson announced District Three School Board Representative Heather Donbrosky and she would be hosting office hours from 5:30 p.m. to 7:00 p.m. on February 18th at the Heritage Public Library and again on March 18th at Fire Station #5. She reported she would be out of the area from February 2nd to February 7th without any communication. She noted County Administrator Rodney Hathaway could address anything urgent during her absence.

IN RE: ANNOUNCEMENT OF UPCOMING MEETINGS/ADJOURNMENT

The next regularly scheduled meeting of the Board of Supervisors would be held at 6:00 p.m. on Monday, February 10, 2025 and the next work session would be held at 9:00 a.m. on Monday, February 24, 2025, both in the Boardroom of the County Administration Building. Mr. Evelyn entertained a motion for adjournment.

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

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

The motion carried and the meeting was adjourned at 10:12 a.m.

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

Meeting Date: 4/14/2025

Approval of Minutes

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
Subject	February 10, 2025 Regular Meeting Minutes
Issue	
Recommendation	Approval
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	A. Stanger, Executive Assistant	Telephone:	804-966-9683
Copy provided to:			

ATTACHMENTS:

Description	Type
February 10, 2025 Regular Meeting Minutes (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Stanger, Amanda	Approved	3/25/2025 - 12:09 PM
Administration	Hathaway, Rodney	Approved	3/28/2025 - 9:59 AM
Attorney	Everard, Joshua	Approved	3/31/2025 - 4:09 PM

A REGULAR MEETING WAS HELD BY THE NEW KENT COUNTY BOARD OF SUPERVISORS ON THE 10TH DAY OF FEBRUARY IN THE YEAR TWO THOUSAND TWENTY-FIVE IN THE BOARDROOM OF THE COUNTY ADMINISTRATION BUILDING IN NEW KENT, VIRGINIA, AT 6:00 P.M.

IN RE: CALL TO ORDER

Chairman Thomas W. Evelyn called the meeting to order. He called Rev. Les Venable of New Kent Christian Center to give the invocation and pledge and welcomed him to the meeting.

IN RE: INVOCATION AND PLEDGE OF ALLEGIANCE

The Rev. Les Venable of New Kent Christian Center gave the invocation and led the Pledge of Allegiance. He expressed appreciation for this opportunity and for the Board allowing the faith-based community to have a place in the governance of the County. Mr. Evelyn thanked Rev. Venable for his inspirational prayer.

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.

IN RE: CONSENT AGENDA

The Consent Agenda was presented as follows:

1. Minutes
 - a. November 26, 2024 Work Session Minutes
 - b. December 9, 2024 Regular Session Minutes
2. Miscellaneous
 - a. Approval of Monthly Financial Reports – October and November FY25
 - b. Approval of Easement for Utility Service to Bottoms Bridge Shops
3. Refunds
 - a. REFUND – Dangerous Dog Renewal Fee - \$65
 - b. REFUND – Personal Property Tax – Veteran Exemption - \$1,562
4. FY25 Supplemental Appropriations
 - a. Animal Shelter Donations - \$1,385.
 - b. Gifts & Donations - Sheriff: Keith Black (\$2,500), Carol Fridley (\$200) and Blackbaud Giving Fund (\$200); Fire: Brinkmann Construction (\$2,000), Southeastern Specialty Vehicle (\$1,500), Black (\$2,500), Cooper (\$100) and Crust (\$50), \$9,050.
 - c. Sheriff Extra Duty Private: Colonial Downs Group: 9/13/2024 - 10/11/2024 (\$3,370.15), 11/22/2024 - 11/30/2024 (\$1,225.51), Holly Fork Farm: 10/25/2024 (\$551.48) and Chamber of Commerce 8/03/2024 (\$1,348.07), \$6,495.21.

- d. Sheriff Extra Duty Schools: Middle School Football: 10/19/2024, \$177.62.
- e. Funds from VRSA Insurance - Sheriff: Claim #02-24-62868-1-AP, DOL 12/27/2024 (\$1,384.10), Claim #02-24-62072-1-AP, DOL 10/31/2024 (\$125), Claim #02-24-62521-5-AL, DOL 11/27/2024 (\$300), Claim #02-24-62521-4-AL, DOL 11/27/2024 (\$300), Claim #02-24-62521-2-AL, DOL 11/27/2024 (\$300), Claim #02-24-62521-1-AL, DOL 11/27/2024 (\$300), Claim #02-24-62869-1-AP, DOL 12/23/2024 (\$1,177.90) and Fire: Claim #02-24-59784-2-PR, DOL 12/23/2024 (\$1,396.05), \$5,283.05.
- f. Grand Illumination - Silent Auction, \$92.
- g. Photo Speed Enforcement Funds - Blue Line Solutions LLC, \$18,880.
- h. Restitution Funds - Sheriff: Carol Williams (\$22.94) and Martin Williams (\$22.94), \$45.88.
- i. REPP Grant Funds - \$20,500.
- j. Additional DSS Funds - \$69,602.40.
- k. Return of Erroneous Disbursement from DCJS - \$11,250.
- l. Interest Income for 2022 W&S Bond - December 2024 -\$17,783.52.
- m. Interest Income for EDA Series 2022 Lease Revenue Bond - December 2024, \$22,376.78.

(\$ 74,482.16) - Total In/Out - General Fund (1101)
(\$ 68,279.00) - Total In/Out - Social Services (1201)
(\$ 22,376.78) - Total In/Out - Capital (1302)
(\$ 17,783.52) - Total In/Out - Water/Sewer (1514)

- 5. Interdepartmental Budget Transfer
 - a. Administration - From Lawn Maintenance Supplies to P&R Equipment, \$1,835.13.
- 6. Treasurer's Report – Cash as of December 31, 2024, \$130,250,149.23 including escrow funds.

Mr. Evelyn asked if there were any comments, questions or concerns regarding the Consent Agenda. There were none.

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.

IN RE: CITIZENS COMMENT PERIOD

Mr. Evelyn opened the citizens comment period and provided brief instructions. He called Ellen Davis of 7610 Davis Pond Road, West Point to the podium. Ms. Davis said she was here as a member of the Board of Directors for Arts Alive. She reported Arts Alive had come together approximately twenty years ago with the goal being to bring the arts to the people and the people to the arts. Representatives from New Kent, King William, King & Queen and West Point were serving on the Board of Directors. Arts Alive had first started with presenting excellent Broadway-quality shows for the public. Individual tickets as well

as season subscriptions were available for these shows and 31% of the 2024/25 subscribers had been from New Kent. Programs had expanded over the years to include workshops and summer camps. Visual arts workshops led by local artists as well as artists from the Virginia Museum of Fine Arts were offered on a regular basis. Two workshops had been offered this year with 50% of attendees being New Kent residents. Ms. Davis felt summer camps were where Arts Alive was making the most impact and reported two summer camp opportunities were available. Art Camp offered visual and performing arts classes for rising first grade through rising fifth grade students. Options explored during this week-long camp included but were not limited to dance, cheering, mosaics, crocheting and sewing. She reported 52% of Art Camp participants for the past two summers had been New Kent residents. This camp often had a waiting list and she suggested if they had the energy and manpower, they could probably offer two weeks. The Missoula Theatre Camp provided participants with an opportunity to work on a play with a professional group and to participate in two performances. This camp was focused on creating a love of performing for rising first graders to seniors. 45% of Theatre Camp actors were from New Kent. She felt Arts Alive was providing a very valuable and much needed service in New Kent. She reported Arts Alive, with the help of the New Kent Board of Supervisors as well as other supporting counties, was worked to keep programs affordable. Camp scholarships were offered and funded through local government contributions as well as donations from private individuals. They didn't want finances to ever be a reason for a child to not participate and they were also working with Bay Transit to address transportation issues.

Ms. Davis reported Arts Alive Executive Director Laura Richards was a powerhouse of new ideas and they were excited about expanding workshop offerings to include Saturday sessions geared toward teenagers. She said New Kent was helping to make all of this possible through their generous support and had provided \$10,000 the previous year. They were requesting that same funding for next year. The County could also apply for a Creative Community Partnership Grant making it possible for Arts Alive to receive an additional \$4,500. She hoped the Board saw the value in Arts Alive and what it brought to New Kent citizens as well as to other supporting localities. She entertained questions.

Mr. Evelyn thanked Ms. Davis for the information and noted Ms. Richards was in the audience. He asked if Arts Alive would be providing an annual report later in the meeting? (Arts Alive had been scheduled for a presentation later in the evening but Ms. Davis had provided that information during citizen comments.) Ms. Richards indicated they did not want to take any more of the Board's time so there would be no additional report. She noted a handout with more details had been provided. Mr. Evelyn indicated they had received that information and he opened the floor to questions from the Board.

Ms. Stewart thanked Ms. Davis for the presentation and noted one of the first things she had learned about when she had been considering running for Supervisor had been Arts Alive. She reported several District Five residents had mentioned this and had expressed appreciation for what Arts Alive was offering. Ms. Davis thanked her and noted they were glad people did not have to drive to Richmond or Williamsburg for what Arts Alive was offering. She again noted they worked to keep prices as low as possible.

Mr. Stiers reported the Board had always supported Arts Alive and he felt that so long as Ellen Davis was involved, it would be a success.

Ms. Pearson thanked Ms. Davis for all their hard work and noted Arts Alive was a wonderful program. She asked if the County applied for the grant? County Administrator Rodney Hathaway confirmed.

Mr. Evelyn thanked Ms. Davis for the presentation and congratulated her on the recent birth of a new grandchild.

Mr. Evelyn called Former District Five Supervisor Ray Davis of 7610 Davis Pond Road, West Point to the podium and noted Mr. Davis as well as Former District Three Supervisor Jimmy Burrell had been his mentors while serving on the Board. He thanked him for attending and turned the floor over to him. Mr. Davis reported he lived in New Kent with approximately 600 others who also had West Point addresses. He said that approximately fifteen years ago there had been an "overzealous" Director of Planning who had put New Kent on the map with bicycle routes all over the County. He reported he had almost hit a bicyclist the previous day approximately two miles east of the Courthouse on Route 249. He said the roads had not gotten any wider in the last fifteen years and there were probably 3,000 to 4,000 more homes in the County. With each of those homes making ten trips per day over New Kent roads and with the challenges I-64 was presenting, traffic would increase on Routes 249 and 60. He suggested the County would be overrun with bicycles in the spring and felt VDOT should be asked if there was an algorithm for traffic capacity. He specifically noted back roads and suggested someone would be killed and added, "guess who they are going to blame?" He suggested VDOT should determine how much traffic was on each road and whether or not anything should be changed. He noted the roads could not be made wider and said the only bicycle path in the County was from Fire Station #1 to Providence Forge. He stated that "for safety's sake" he felt VDOT should be asked to look into this to see if anything could be done. He reported that at times up to 100 bikes could be seen in the summer and he was concerned somebody would be killed if something wasn't done. In closing, he said "have a good time and there is life after this."

Mr. Evelyn thanked those who had spoken for their comments.

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

VDOT Residency Administrator Marshall Winn reviewed a written report on recent work including but not limited to pothole repair, road grading, shoulder repair, pipe inspection/replacement/cleaning, ditching, tree/brush removal, sign repair/replacement and debris/trash/litter removal. 130 work requests had been received and 134 completed. There had been one after hours call out involving a tree limb hanging over the roadway. Miscellaneous work had included various snow removal tasks and traffic control for asphalt boring and camera installation. He reported crews had brined roads the previous day in preparation for snow in the forecast for the following day. State force crews were scheduled to begin work at midnight that evening and full crews were scheduled to come in at 4:00 a.m. He reported some forecasts were for a foot of snow but he was expecting less. He noted Assistant Resident Engineer Phillip Frazer was also present and would speak regarding the Route 249/I-64 interchange signal light and the upcoming park and ride at Bottoms Bridge. He turned the floor over to Mr. Frazer.

Mr. Frazer reported the Bottoms Bridge park and ride project had been advertised the previous fall with bids having been received in December. The low bid had been J. L. Kent & Sons, Inc. and they were expected to begin construction in the spring. New Kent County Planning Department staff had been invited to attend a preconstruction meeting scheduled for the following week.

Mr. Frazer also provided information on the I-64 widening project. He reported he had spoken with District Two Supervisor John Moyer and Sheriff Lee Bailly regarding some of the issues experienced on I-64 and the spillover traffic onto Routes 249 and 60. He reported

there had been a large pileup several weeks ago which had led to a lot of traffic on Route 249. This had been exacerbated by a detection malfunction issue with the camera at the Route 249/I-64 interchange signal light. The detection had not been picking up westbound or southbound traffic. The cycle had been switching back and forth between ramp traffic coming off westbound I-64 wishing to turn left and northbound traffic wishing to turn left to get onto I-64 west. This had resulted in the more predominant through movement traffic being skipped. This issue had been rectified and the light was now operating efficiently.

Mr. Frazer reported I-64 crashes continued to be an issue and had gone from two to three vehicle crashes to five to six or more crashes. VDOT would be bringing in an expert engineer in human factor to analyze the work zone to see what other engineering improvements could be made to make the work zone safer.

Mr. Frazer reported the I-64 project included three segments labeled as Gap A, Gap B and Gap C. Gap A had been the first segment to go out to bid and was well underway. Gap C was the piece on the eastern end of New Kent extending into James City County and was also underway. The kickoff with the contractor for Gap B from Mile Marker 215 to 223 had been held earlier that day. This would be a design/build project and was expected to take a year of design prior to construction. All three segments were officially underway.

Mr. Winn and Mr. Frazer entertained questions.

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

Mr. Moyer thanked Mr. Winn and Mr. Frazer for coming to the meeting. He said they had discussed if a right turn on red was allowed at the Route 249/I-64 interchange signal light and asked Mr. Frazer if he had an update? Mr. Frazer reported he had investigated this and said the purpose for the right turn on red restriction was to ensure free-flowing lefthand movement in the northbound direction onto I-64 westbound was uninterrupted.

Ms. Pearson thanked VDOT for getting ahead of the forecasted snow storm and noted she had nothing to report.

Mr. Stiers expressed appreciation to Mr. Winn and Mr. Frazer for attending. He reported work on a new traffic light at Routes 155 and 60 had begun about three weeks ago. The crew had worked one day but he had not seen them since. He asked if there was a holdup? Mr. Winn reported the work had been delayed due to weather. He said the task order was out and the work was scheduled for completion near the end of May. Mr. Stiers asked Mr. Winn if he could address the concerns regarding bicyclists which had been expressed by Mr. Ray Davis earlier during citizen comments? Mr. Stiers indicated he totally agreed with Mr. Davis. He reported that when Route 155 had been repaved, signs had been erected indicating bicyclists could use the entire lane. He felt it would be crazy to be on Route 155 on a bicycle to begin with and questioned why bicyclists would be given the entire lane. He suggested it may have something to do with federal regulations. Mr. Frazer indicated that was something they would have to investigate and said he believed there was legislation allowing a bicyclist to use the entire lane. Mr. Stiers thanked VDOT for all they were doing.

Ms. Stewart expressed appreciation for the work that had been done as well as for the work they were anticipating to be doing in the coming week. She reported she had received no complaints from constituents since the January meeting and again thanked them for all they were doing.

Mr. Evelyn asked for more information on the Gap B kickoff meeting. Mr. Frazer reported it was a design/build project and when they reached a thirty to forty percent plan design, they would solicit bids for a design/build team to include the construction crew and designer. Gap B contractors would be Shirley Contracting Company, LLC and Dewberry Engineers, Inc. which were the same contractors on Gap A. The meeting earlier in the day had been to meet team members and to begin the design. Mr. Evelyn asked how the schedule was looking on Gap A? Mr. Frazer reported the project was on schedule. Mr. Evelyn asked for the projected whole buildout date. Mr. Frazer reported he believed the Gab B project was scheduled for completion in May 2029. Mr. Evelyn indicated he had many people asking. He thanked them for attending.

IN RE: ARTS ALIVE ANNUAL REPORT

Please see information provided by Arts Alive Board Member Ellen Davis under Citizen Comments.

IN RE: CONSIDER EXCEPTION REQUEST OF DEPARTMENT OF PUBLIC UTILITIES TO SECTION 98-1069(A)(7) OF THE NEW KENT COUNTY CODE TO USE CHAIN-LINK FENCING – RESOLUTION R-05-25

Before the Board for consideration was Resolution R-05-25 to approve an exception to Section 98-1071 of the New Kent County Code requested by the New Kent County Department of Public Utilities to allow a waiver from additional requirements in the Commerce Corridor Overlay District at 7051 Poindexter Road (tax map 23-28C and GPIN #J17-2227-1854). Principal Planner Patrick Silva provided an overview of the exception request made pursuant to Section 98-1071 of the County Code to waive provisions prohibiting the use of chain-link fencing on properties located within the County's Commerce Corridor Overlay District. This request was related to the proposed construction of a new Operations Center for the Department of Public Utilities located at 7051 Poindexter Road. Approximately two-thirds of this property was located within the aforementioned Overlay District. Proposed improvements included the construction of a new Operations Center building, a new warehouse building, a new curb cut for an additional southern point of access as well as the partial replacement/relocation of existing chain-link fencing and the installation of two new slidable chain-link security gates for each entrance. The last two elements of the proposed project were what had triggered the need for an exception request. Staff had reviewed the request and found that the proposed partial relocation and replacement of existing chain-link fencing and the use of chain-link security gates would strike a balance between meeting all of the exception criteria articulated in Section 98-1071 as well as meeting the applicants need to provide adequate security measures for the new Operations Center. Staff had considered this request and had recommended approval to the Planning Commission. The Planning Commission had voted unanimously at their January 21, 2025 meeting to forward a favorable recommendation to the Board with the added recommendation that the applicant provide additional screening for portions of the fencing located within the Commercial Corridor Overlay District. He entertained questions.

Mr. Evelyn opened the floor to Board questions. There being none, he entertained a motion.

Ms. Pearson moved to adopt Resolution R-05-25 approving a request from the New Kent Department of Public Utilities for an exception to Commerce Corridor Overlay District requirements on tax map 23-28C (GPIN #J17-2227-1854). The members were polled:

Amy M. Pearson
Ron Stiers

Aye
Aye

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

The motion carried.

IN RE: CONSIDER EXCEPTION REQUEST FROM 91-126(A)(6) OF THE NEW KENT
COUNTY SUBDIVISION ORDINANCE FOR THE ADAMS/GAMMON FAMILY
SUBDIVISION - RESOLUTION R-06-25

Before the Board for consideration was Resolution R-06-25 to approve an exception to Section 91-126(a)(6) of the New Kent County Code by Emily Stafford to allow for a waiver from the Private Roadway Standards on tax maps 3-10 and 3-10E (GPIN #s P11-1325-4670 and P11-1970-4130). Principal Planner Patrick Silva provided an overview of the exception request to the Private Roadway Standards typically required of family subdivisions involving three or more new lots. Ms. Stafford, representing the Adams and Gammon families, had requested an exception to waive provisions requiring the construction of a new permanent fifty foot deeded right of way constructed to public standards in association with a proposed family subdivision of tax maps 3-10 and 3-10E located on Old Church and Steel Trap Roads. Both parcels were zoned A1 – Agricultural. The final configuration of the proposed lots associated with the family subdivision request was still in the works and staff had been working with the Adams and Gammon families on this request for several months. The families had conveyed their desire to execute the aforementioned family subdivision to create eight new lots for immediate family members. All new lots were proposed to be individually accessed by new driveways from Steel Trap and Old Church Roads and would be designed to allow for the safe passage of emergency vehicles. The waiver request before the Board specifically included exceptions to the road width, surface treatments and fifty foot deeded right of way requirements typically required of a family subdivision with this number of lots. Staff had considered this request and had noted that according to the VDOT 2023 traffic counts (2024 would not be available until September), both Steel Trap and Old Church Roads were low traffic volume roads. Staff had found these roads had sufficient capacity to accommodate the proposed eight new lots and staff's opinion had been that the proposed driveways accessing the lots would not adversely affect the safety conditions in the vicinity. Staff had recommended approval to the Planning Commission. The Planning Commission had voted unanimously at their January 21, 2025 meeting to forward a favorable recommendation to the Board. He entertained questions.

Mr. Evelyn opened the floor to Board questions. There were none. Mr. Evelyn reported he knew the families well and had received calls from several members expressing appreciation for the support staff had given them through this process. He noted these families had been working on this for a number of years and he thanked staff for the support they had provided. There being no additional comments or questions, he entertained a motion.

Mr. Moyer moved to adopt Resolution R-06-25 approving a request from the Adams/Gammon families for an exception to private roadway standards for family subdivisions on tax map 3-10 (GPIN #P11-1970-4130). The members were polled:

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

The motion carried.

Mr. Evelyn thanked Mr. Silva and noted this had been his first Board meeting. Mr. Silva concurred. Mr. Evelyn congratulated him and noted he had done a great job. Mr. Silva thanked him and said he looked forward to meeting Board members he had not had an opportunity to meet. Mr. Evelyn welcomed him aboard.

IN RE: CONSIDERATION OF SPONSORSHIP REQUEST FOR THE VIRGINIA DERBY AT
 COLONIAL DOWNS

Before the Board for consideration was a sponsorship request from the New Kent County Economic Development Authority (EDA). Economic Development Director Lindsay Hurt thanked the Board for considering this request for the appropriation of funds for the sponsorship of the Virginia Derby to be held at Colonial Downs on March 15, 2025. She reported a late summer 2024 announcement that the 2025 Virginia Derby would become a Kentucky Derby qualifier event had come after the deadline for appropriations from the previous budget and no funding had been allocated for the upcoming Virginia Derby. This sponsorship would require an additional appropriation of \$62,500 from revenue received from Colonial Downs. This would be a very targeted economic development event and the sponsorship would include a suite which would be used to invite economic development partners and potential business prospects. She also mentioned that Richmond Region Tourism (RRT) had requested to share the suite and had allocated \$5,000 for this event. The total County contribution for title sponsorship would be approximately \$75,000 including the requested \$62,500 and the cost of food and drinks. RRT's \$5,000 contribution would be a small fraction of the County's all in cost for the title sponsorship. She did recommend that New Kent work with RRT for the upcoming Festival of Racing and the Old Dominion Derby (newly named derby) at the end of the season when the teams could put together a cohesive plan. She also recommended New Kent maintain full title sponsorship for this marquis event, the Virginia Derby, on March 15th. She entertained questions.

Mr. Evelyn opened the floor to Board questions.

Ms. Stewart thanked Ms. Hurt for the presentation. She also thanked her for reaching out to RRT and noted she looked forward to future conversations on this. Ms. Stewart requested confirmation that this sponsorship would not include the cost of alcohol. Ms. Hurt confirmed and reported EDA funds would be used for the purchase of alcohol.

Ms. Pearson asked what type of advertising would be included with this sponsorship? Ms. Hurt reported advertising would include a full-page in the Virginia Derby program, mention on Richmond-ESPN Radio and a winner's circle appearance with title sponsor interviews by ESPN. She said New Kent would have really good visibility. Ms. Pearson said she wanted to point out that there was more to the sponsorship than food and drink.

Mr. Stiers thanked Ms. Hurt for her presentation and asked if she knew how many attendees would be coming from RRT? Ms. Hurt reported the request had been for twenty people but noted that when compared to the total cost, RRT's \$5,000 contribution would only cover four people. She noted New Kent's suite would host sixty.

Mr. Moyer noted advertising for the Virginia Derby would also be throughout the nation because it would be simulcasted in every parimutuel betting facility. He noted the Virginia Derby would be a point qualifier for the Kentucky Derby and the winner would most likely have enough points to go to the Kentucky Derby. He also reported a Colonial Downs source had told him they were expecting 10,000 people which he believed would be the biggest

event ever in New Kent. He also reported this would be the only race where it would be necessary to purchase general admission tickets (\$5 each) so they could more accurately know the expected number of people attending. He added that the grounds would be setup with tents and pavilions to accommodate this crowd and Colonial Downs employees would be shuttled from New Kent High School to the track.

Ms. Stewart asked if New Kent had a public safety plan to accommodate 10,000 guests? County Administrator Rodney Hathaway reported Sheriff Lee Bailey and Fire Chief Rick Opett had been working closely with Colonial Downs staff to plan for this event. Ms. Stewart noted Ms. Hurt had reported the title sponsorship would get New Kent the winner's circle experience as well as other coverage. She asked if the broadcasts would just say "Colonial Downs in Virginia" if New Kent was not the title sponsor? Mr. Hathaway and Mr. Evelyn both indicated they believed that was correct. Mr. Evelyn asked Sheriff Bailey and Chief Opett if they wished to share any information on how they had been preparing for this event? Sheriff Bailey reported they had been working with Colonial Downs' staff and would also be working with Virginia State Police (VSP) on traffic design and flow. They would also be requesting traffic assistance from the VSP and some additional Sheriff's Office off-duty personnel would be required to assist. Chief Opett reported Emergency Management/ Fire-Rescue had been well involved in the planning and would have the typical EMS personnel committed to the track. They would also have additional personnel covering spectator areas and one ambulance would be stationed at the security area and another in an area where tents mentioned by Mr. Moyer would be located. He also reported the possibility of having an Emergency Operations Center on the fifth floor if needed.

Mr. Evelyn thanked Sheriff Bailey and Chief Opett. He called for any additional comments or questions. There being none, he entertained a motion.

Mr. Moyer moved to appropriate \$62,500 to the New Kent County Economic Development Authority from Colonial Downs Revenue for the sponsorship of the 2025 Virginia Derby at the Colonial Downs Racetrack. The members were polled:

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

The motion carried.

Mr. Evelyn noted \$62,500 was a large sum of money but pointed out New Kent was on track to receive approximately \$14 million in revenue from Colonial Downs this year and that they had been a great partner. He reported legislation at the state level could change the level of revenue and noted all Board members had been in contact with New Kent's representatives who were working hard to keep the money here. He closed by stating New Kent would lose some revenue but he felt our state representatives were working hard for us and that New Kent would be okay at the end of the day.

IN RE: COURTHOUSE SPACE NEEDS ASSESSMENT

Before the Board for consideration was a proposal from Moseley Architects to perform a courthouse space needs assessment. County Administrator Rodney Hathaway reported this assessment would involve working with Courthouse staff to consider their five-, ten- and twenty-year space needs. This information would be important as the County considered

the possibility of constructing a new courthouse facility as requested by court staff. This project had previously been mentioned in a Capital Improvement Program presentation at the Board's January work session. Possible funding options would be discussed during the proposed FY26 budget presentation in March. The study would collect information to determine the size of the facility, how much land would be needed and the infrastructure necessary to support the facility. This information would be necessary when putting out an RFP (Request For Proposals) or an IFB (Invitation For Bids) if the Board decided to move forward. He had spoken with various architectural firms and Moseley had offered the best proposal in terms of cost (\$37,764) and experience with courthouse facilities. If approved, funding for this proposal would come from the Contingency Fund. He entertained questions.

Mr. Evelyn opened the floor to Board comments.

Ms. Stewart asked what the remaining Contingency Fund balance would be if this appropriation was approved? Mr. Hathaway indicated he did not have that figure but said very little had been expended. The adopted budget had included \$300,000 in the Contingency Fund and he estimated \$30,000 to \$40,000 had been spent.

Mr. Evelyn called for any additional comments or questions. There were none.

Mr. Evelyn reported Mr. Hathaway and he had met with Circuit Court Judge B. Elliott Bondurant several months ago. Judge Bondurant had taken them on a tour of the facility and had noted a number of needs. This assessment would provide the information necessary to make plans for moving forward. He called for a motion.

Ms. Pearson moved to authorize the County Administrator to execute the proposed work authorization from Moseley Architects to conduct a space needs assessment for the Courthouse and to appropriate funds in the amount of \$37,764 from the reserved for contingency line item to fund the proposed assessment. The members were polled:

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

The motion carried.

IN RE: PUBLIC HEARING – CUP-04-24, RESOLUTION R-03-25 – CAMCO PROPERTIES, LLC: CURTISA THOMAS, ON BEHALF OF CAMCO PROPERTIES, LLC, HAS REQUESTED A CONDITIONAL USE PERMIT TO OPERATE AN ASSEMBLY HALL/EVENT VENUE LOCATED ON APPROXIMATELY 5 ACRES AT 16305 NEW KENT HIGHWAY

Before the Board for consideration was Resolution R-03-25 to approve Conditional Use Permit (CUP) application CUP-04-24 from Camco Properties, LLC, to allow an assembly hall operation located at 16305 New Kent Highway (tax map 26-91 and GPIN #J27-2219-0507). Principal Planner Patrick Silva provided an overview of the CUP application for an assembly hall/event venue on approximately five acres of an A1 – Agricultural zoned parcel at 16305 New Kent Highway. New Kent County Zoning Ordinance required CUP approval for this type of use in A1 zoning. The applicant had indicated they wished to host intimate gatherings such as weddings, birthday parties, garden parties and religious retreats with maximum attendance of no more than 125 guests at any given time. Planning staff had reviewed the

request in relation to the Standards for Review in Section 98-744 of the New Kent County Code. The CUP request had also been duly reviewed by all pertinent County agencies as well as VDOT and comments received had been included in the meeting packet. Staff had confirmed the proposed use was in compliance with the Comprehensive Plan and had found that the operation of the proposed use would not otherwise negatively impact the health, safety and general welfare of residents. In order to mitigate potential impacts such as noise, traffic and parking, staff had recommended sixteen conditions listed in Resolution R-03-25. Pursuant to those conditions, staff had recommended approval to the Planning Commission. The Planning Commission had voted unanimously at their January 21, 2025 meeting to forward a favorable recommendation to the Board. He entertained questions.

Mr. Evelyn opened the public hearing. There being no individuals wishing to speak, the public hearing was closed. He opened the floor to comments and questions from the Board.

Mr. Stiers said he supported the request and did not see anything to cause any concerns.

Mr. Evelyn noted the information provided indicated the Virginia Department of Health (VDH) needed to determine if the septic system was adequate for up to fifty people. He asked if VDH had given a recommendation. Mr. Silva reported VDH staff had indicated that they didn't have any reason to think there should be any issues. The septic permits for the property had been issued in the late 1990s and VDH wanted to work with the applicant to ensure it would be adequate for occupant loads up to fifty. The applicant had also indicated they would have portable facilities for the vast majority of events.

Ms. Pearson moved to adopt Resolution R-03-25 approving Conditional Use Permit application CUP-04-24, Camco Properties, LLC to allow an assembly hall operation on tax map 26-91 (GPIN #J27-2219-0507). The members were polled:

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

The motion carried.

IN RE: PUBLIC HEARING – FY24-25 BUDGET AMENDMENT – COLONIAL DOWNS
REVENUE FUND – RESOLUTION R-04-25

Before the Board for consideration was Resolution R-04-25 to amend the FY 2024-2025 budget by approving supplemental appropriations totaling \$39,735,443.35 and to create the Colonial Downs Revenue Fund. Financial Services Director Richard E. "Tripp" Lawrence, III reported these funds were currently held in the County's General Fund (\$7,867,175.52) and Capital Fund (\$31,868,267.83). He said the creation of a special revenue fund to hold Colonial Downs revenues had been discussed for some time. He noted Section 15.2-2507 of the Code of Virginia provided for a locality to amend the budget and for a public hearing to be held if such amendment exceeded one percent of the total budget. He reported these funds were currently held by the County and no new revenue was being received. If approved, this would move these funds from two different locations into one which would streamline reporting and increase transparency. He entertained questions.

Mr. Evelyn called for Board questions and comments and noted they had been briefed on this at their January 27th work session. There being none, he opened the public hearing.

There being no individuals wishing to speak, the public hearing was closed. He entertained a motion.

Ms. Stewart moved to adopt Resolution R-04-25 amending the fiscal year 2024-2025 budget by approving the appropriation and transfer of \$31,868,267.83 in restricted Colonial Downs funds received in prior years from the Capital Fund and \$7,867,175.52 from current year Colonial Downs Revenue from the General Fund to the Colonial Downs Revenue Fund. 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 reported District Five School Board representative Greg Reimer and she would be hosting office hours at 6:00 p.m. on February 20th at Lucano's Pasta Italian Restaurant in Eltham. She encouraged everyone to attend and noted they were looking forward to seeing constituents. She also noted she was always available by phone or email.

Mr. Stiers reported on the following:

- He had been honored to be the guest speaker at a recent New Kent Ruritan Club meeting. He said this was a great group who was doing a lot for the County and encouraged anyone interested in joining a local club to consider the Ruritan Club.
- He had attended the February 6th Virginia Natural Gas (VNG) Training Center ribbon cutting on Jimmy Burrell Lane. He had taken this as an opportunity to let the VNG President and CEO know that he was not happy with them not extending gas service into Brickshire. He had indicated he would be retiring in June but would have VNG get in touch with New Kent to discuss the possibility of extending the service. He had been trying to get VNG service into Brickshire for ten years and would not give up.
- He would be speaking at a New Kent veterans' group at Colonial Downs on February 11th.

Ms. Pearson reported on the following:

- District Three School Board representative Heather Mae Donbrosky and she would be hosting office hours from 5:30 to 7:00 p.m. on February 18th at the Heritage Public Library and again on March 18th at Fire Station #5.
- There would be a ribbon cutting for Pink Confetti at the old New Kent Post Office building from 11:00 a.m. to 2:00 p.m. on February 22nd.
- Third Annual New Kent Awards Gala (Public Safety Foundation) on March 1st - Tickets were currently on sale.
- Virginia Derby on March 15th.
- The New Kent/West Point Relay for Life would be held on May 31st at New Kent High School. This event had been very dear to the late Patricia Paige (former District Three Supervisor) and her sister Sandi Paige Godwin would be chairing the event this year. She said Ms. Godwin was doing a fabulous job and encouraged everyone to come out and show their support. She also noted it had been extremely hot the previous year and announced this year's event would be inside. The event would feature vendors, a silent auction and several food trucks.

Mr. Moyer reported on the following:

- He would be hosting a "Sidewalk Committee Meeting" on the third Tuesday of each month and the next meeting would be at 9:00 a.m. on February 18th at Safari Coffee in Journey Christian Fellowship. He encouraged anyone wishing to come out and enjoy coffee and pastries and to talk about anything involving District Two or the County to attend.
- He had spoken at a recent New Kent Rotary Club meeting and said anyone thinking of joining a really good club should also consider the Rotary Club. He noted the Rotary Club was also doing a lot in the County and they hoped to partner with New Kent Parks and Recreation on some events in the coming year.

IN RE: STAFF REPORTS

There were no staff reports.

IN RE: OTHER BUSINESS

There was no other business.

IN RE: APPOINTMENTS – DELEGATED BY DISTRICT

Mr. Moyer moved to appoint Paula Tiller as District Two representative to the Seniors' Volunteer Hall of Fame Selection Committee to serve a two-year term beginning January 13, 2025 and ending December 31, 2026.

Ms. Pearson moved to appoint Beth Aigner as District Three representative to the Seniors' Volunteer Hall of Fame Selection Committee to serve a two-year term beginning January 13, 2025 and ending December 31, 2026.

Ms. Pearson moved to appoint Connie Bennett as District Three representative to the Wetlands Board, Chesapeake Bay Preservation Board and the Dunes & Beaches Board to serve a five-year term beginning January 1, 2025 and ending December 31, 2029.

The members were polled:

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

The motions carried.

IN RE: APPOINTMENTS – NOT DELEGATED BY DISTRICT

Ms. Pearson moved to appoint Jill Cruz as an at large representative to the Seniors' Volunteer Hall of Fame Selection Committee to serve a two-year term beginning January 13, 2025 and ending December 31, 2026.

Ms. Stewart moved to appoint Dora Turgeon as an at-large representative to the Board of Road Viewers to serve a four-year term beginning January 1, 2025 and ending December 31, 2028.

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.

Ms. Stewart noted she had an opening on the New Kent Youth Community Services Committee and asked for anyone with recommendations of individuals interested in serving, to please reach out to her.

IN RE: APPOINTMENTS – REGIONAL BOARDS AND COMMISSIONS

Mr. Moyer moved to appoint Rev. Dr. Milton Hathaway as New Kent’s Planning Commission representative to the PlanRVA Regional Planning District Commission to serve a one-year term beginning January 1, 2025 and ending December 31, 2025.

Mr. Stiers noted the meeting materials indicated Matthew Baumler had requested appointment to the Thrive Virginia Board. He reported he had spoken with Mr. Baumler and he had indicated he no longer wished to be appointed.

The members were polled:

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

The motions carried.

IN RE: CLOSED SESSION

Mr. Moyer moved to go into closed session pursuant to Virginia Code Section 2.2-3711(A) (1) for discussion of the performance of specific appointees of a public body, specifically , the discussion of the County Attorney’s annual performance evaluation. The members were polled:

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

The motion carried. Mr. Evelyn said there would be no additional business after the closed session. He thanked everyone for attending and urged them to be safe in the bad weather expected the next day. Members left the dais at 7:03 p.m. and returned at 8:12 p.m.

Ms. Pearson moved to reconvene in an open meeting. The members were polled:

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

The motion carried.

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

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

The motion carried.

IN RE: ANNOUNCEMENT OF UPCOMING MEETINGS/ADJOURNMENT

The next regularly scheduled meeting of the Board of Supervisors would be held at 6:00 p.m. on Monday, March 10, 2025 and the next work session on Monday, February 24, 2025 in the Boardroom of the County Administration Building.

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

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

The motion carried.

The meeting adjourned at 8:13 p.m.

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

Meeting Date: 4/14/2025

Approval of Minutes

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
Subject	February 24, 2025 Work Session Minutes
Issue	
Recommendation	Approval
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	A. Stanger, Executive Assistant	Telephone:	804-966-9683
Copy provided to:			

ATTACHMENTS:

Description	Type
February 24, 2025 Work Session (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Stanger, Amanda	Approved	3/25/2025 - 12:09 PM
Administration	Hathaway, Rodney	Approved	3/28/2025 - 10:00 AM
Attorney	Everard, Joshua	Approved	3/31/2025 - 4:14 PM

A WORK SESSION WAS HELD BY THE NEW KENT COUNTY BOARD OF SUPERVISORS ON THE 24th DAY OF FEBRUARY IN THE YEAR TWO THOUSAND TWENTY-FIVE IN THE BOARDROOM OF THE COUNTY ADMINISTRATION BUILDING IN NEW KENT, VIRGINIA, AT 9:00 A.M.

IN RE: CALL TO ORDER

Chairman Thomas W. Evelyn called the meeting to order. He called for a moment of silence for Virginia Beach Police Officers, Christopher Reese and Cameron Girvin, who had recently passed away in the line of duty.

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.

IN RE: RAPPAHANNOCK COMMUNITY COLLEGE PRESENTATION OF BUDGET REQUEST AND UPDATE ON NEW KENT SITE PROGRAMS

Rappahannock Community College President Dr. Shannon L. Kennedy was not able to attend due to illness. This presentation would be moved to the March 10, 2025 meeting.

IN RE: INTRODUCTION TO "MY SISTER'S HOPE" A NONPROFIT SERVING NEW KENT COUNTY

New Kent Department of Social Services Community Resource Coordinator Shana Abdus was not able to attend. This presentation would be moved to the March 26, 2025 meeting.

IN RE: NEW KENT COUNTY PERSONNEL POLICIES AND PROCEDURES MANUAL AMENDMENT

Before the Board for consideration was a proposed amendment to the New Kent County Personnel Policies and Procedures Manual to increase the on-call pay rate. County Administrator Rodney Hathaway reported the FY25 adopted budget had included new rates for on-call pay so no additional funds would be required. The regular on-call rate had been increased from \$1.00 per hour to \$1.50 per hour and the holiday on-call rate had been increased from \$2.00 per hour to \$3.00 per hour. The Personnel Policies and Procedures Manual needed to be amended to incorporate these increased rates. He reported some staff in the Public Utilities and the General Services departments were eligible for on-call pay. This amendment would make the Personnel Policies and Procedures Manual consistent with budget actions which had already occurred. He entertained questions.

Mr. Evelyn opened the floor to questions. There being none, he entertained a motion.

Ms. Pearson moved to amend the New Kent County Personnel Policies and Procedures Manual to increase the on-call pay rate of \$1.00 per hour to \$1.50 per hour and the holiday on-call pay rate from \$2.00 per hour to \$3.00 per hour. The members were polled:

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

The motion carried.

IN RE: NEW KENT COUNTY PERSONNEL POLICIES AND PROCEDURES MANUAL
UPDATE

Before the Board for consideration was a proposal from The Prosperity Group, LLC for the update of the New Kent County Personnel Policies and Procedures Manual. County Administrator Rodney Hathaway reported staff had reached out to various consultants providing these services and he noted a portion of the process would include the comparison of the County's existing manual with labor laws to ensure compliance. He also noted there were some procedural areas staff would like to have reviewed. He specifically noted the various types of leave currently offered and performance policies. This would be a comprehensive review and amendment of the current manual and the recommendation was to enter into an agreement with The Prosperity Group, LLC. He reported this firm had come highly recommended and their proposal, at \$2,500 per month not to exceed a total of \$10,000, had been half the cost of the next lowest proposal. The request before the Board was to authorize the County Administrator to accept the proposal as presented and to appropriate up to \$10,000 from the Reserved for Contingency Fund for the update of the Personnel Policies and Procedures Manual. He entertained questions.

Mr. Evelyn opened the floor to Board questions and comments.

Ms. Stewart asked when the manual had last been updated? Mr. Hathaway reported a few sections had been amended in 2022 and the last update prior to that had been in the 2010-2012 range. Ms. Stewart asked if The Prosperity Group had worked with other local governments? Mr. Hathaway reported the most recent local government they had worked with had been the City of Richmond where they had worked on manuals for a number of departments. Ms. Stewart asked if the City of Richmond was who had highly recommended them? Mr. Hathaway confirmed. Ms. Stewart asked if the principal of the company worked for the City of Richmond? Mr. Hathaway indicated they did not. Ms. Stewart asked if there was a plan to update the manual on a regular basis or would this be one big update with future updates addressed as needed? Mr. Hathaway said that because labor laws changed frequently, regular updates should be considered.

Mr. Evelyn asked if there were any additional questions or comments? There being none, he called for a motion.

Mr. Moyer moved to authorize the County Administrator to accept the presented proposal from The Prosperity Group, LLC for the update of the New Kent County Personnel Policies and Procedures Manual and to appropriate up to \$10,000 from the Reserved for Contingency Fund for the update to the Personnel Policies and Procedures Manual. 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: ADOPTION OF AMENDED BYLAWS

Before the Board for consideration were its bylaws with the recommendation being for adoption with a number of amendments. Proposed amendments had been reviewed at the Board's January 13, 2025 meeting and the required thirty days between presentation of proposed amendments and adoption had expired.

Ms. Stewart moved to adopt the Bylaws as amended. 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: DEVELOPMENT AGREEMENT WITH SPF INVESTMENTS AND TIMMONS GROUP
PROPOSAL FOR CITY CENTER ROADWAY EXPANSION STUDY

Before the Board for consideration was a development agreement between the County of New Kent and SPF Investments, LLC in regard to an expansion study for the City Center Court roadway expansion and a Timmons Group New Kent City Center proposal. Department of Transportation Development Director Amy Inman noted the request was to authorize the County Administrator to execute the development agreement with SPF Investments. New Kent had been awarded an \$800,000 VDOT Economic Development Access Grant the previous year which would allow the County to examine options and perform the design and engineering necessary to open up the eastern portion of the New Kent City Center property for future development. A \$150,000 match was required in order to receive this grant funding and SPF Investments, LLC, the property owner, had agreed to fund the match. Ms. Inman also noted Timmons Group had provided a City Center Court roadway expansion proposal to do the design and engineering for \$800,000. This would be a reimbursable grant through VDOT with monthly requests being submitted to VDOT and SPF Investments for reimbursement for completed work. She entertained questions.

Mr. Evelyn opened the floor to Board questions and comments.

Ms. Pearson asked Ms. Inman if she would be working closely with Timmons Group throughout this project? Ms. Inman confirmed. Ms. Pearson asked how frequently Timmons would be reporting out to her? Ms. Inman reported there would be a stakeholder group with whom they would be working on all deliverables. There would also be a kickoff meeting including VDOT, SPF Investments, New Kent County staff and Timmons. All draft deliverables would be reviewed by stakeholders for input and comments. Ms. Pearson asked if Timmons would report to the Board at the halfway point or at the end? Ms. Inman indicated they could report to the Board at their request and would be happy to provide periodic updates. She said it was expected to take a year to complete the entire design and

engineering. They would first be considering the best way to access this particular portion of the property and then the design and engineering would follow. She added that the biggest investment in the infrastructure would be a bridge including its cost, design and complexity as well as what could be agreed to with VDOT and how this would all work from the environmental side. Ms. Pearson requested that the Board be provided an update at the halfway point. Ms. Inman indicated she would be happy to do that.

Mr. Evelyn asked if there were any additional questions or comments? There being none, he called for a motion.

Ms. Pearson moved to authorize the County Administrator to execute a development agreement with SPF Investments and the Timmons Group New Kent City Center Proposal, in a form approved by the County Attorney, for the City Center Court Roadway Expansion Study. 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: OTHER BUSINESS – ANNOUNCEMENTS

Ms. Pearson encouraged everyone to come out to New Kent High School for the boys' basketball game at 7:00 p.m. on Tuesday, February 25th. She reported the team had finished the season 22-1 and this would be the first playoff game. She also reminded everyone that the New Kent Public Safety Gala would be held at 6:00 p.m. on Saturday, March 1st at Colonial Downs and tickets were still available.

Mr. Moyer reported the next Chickahominy Triad meeting would be held at 2:00 p.m. on February 26th at the New Kent Sheriff's Office. This meeting was for seniors who were residents of either Charles City County or New Kent County.

IN RE: CLOSED SESSION

Mr. Moyer moved to go into closed session pursuant to Virginia Code Section 2.2-3711(A) (5) for discussion concerning a prospective business where no previous announcement has been made of their interest in locating or expanding its facilities in New Kent County. 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 said there would be no additional business after the closed session. He thanked everyone for attending. Members left the dais at 9:15 a.m. and returned at 9:36 a.m.

Mr. Moyer moved to reconvene in an open meeting. The members were polled:

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

The motion carried.

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

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

The motion carried.

IN RE: ANNOUNCEMENT OF UPCOMING MEETINGS/ADJOURNMENT

The next regularly scheduled meeting of the Board of Supervisors would be held at 6:00 p.m. on Monday, March 10, 2025 and the next work session would be held at 9:00 a.m. on Wednesday, March 26, 2025, 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 14, 2025 at the VCU Rice Rivers Center, Walter L. Rice Education Building located at 3701 John Tyler Memorial Highway, Charles City, Virginia. Mr. Evelyn entertained a motion for adjournment.

Mr. Moyer moved to adjourn. 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 and the meeting was adjourned at 9:37 a.m.

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

Meeting Date: 4/14/2025

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>Resolution R-11-25 - Street Acceptance - Kent Farms Landbay 4, Section 2 the Arbors at New Kent</p>
<p>Issue</p>	<p>VDOT is of the opinion that Kent Farms Landbay 4, Section 2 the Arbors at New Kent is ready to be brought into the secondary system of state highways and has requested a resolution from the Board requesting the State to accept these streets.</p>
<p>Recommendation</p>	<p>Adoption of Resolution R-11-25</p>
<p>Fiscal Implications</p>	
<p>Policy Implications</p>	
<p>Legislative History</p>	
<p>Discussion</p>	

Time Needed:		Person Appearing:	
Request prepared by:	A. Stanger, Executive Assistant	Telephone:	804-966-9683
Copy provided to:			

ATTACHMENTS:

Description	Type
R-11-25 Street Acceptance - Kent Farms Landbay 4, Section 2 the Arbors at New Kent (PDF)	Cover Memo
Kent Farms Landbay 4, Section 2 AM-4.3 & Map (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Stanger, Amanda	Approved	3/26/2025 - 4:13 PM
Administration	Hathaway, Rodney	Approved	3/28/2025 - 9:59 AM
Attorney	Everard, Joshua	Approved	3/31/2025 - 4:12 PM

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

R-11-25

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 14th day of April, 2025:

Present:

Vote:

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

Motion was made by _____, which carried/failed 0:0, to adopt the following resolution:

**A RESOLUTION TO REQUEST THE
VIRGINIA DEPARTMENT OF TRANSPORTATION
TO ADD ROADS IN
KENT FARMS LANDBAY 4, SECTION 2
THE ARBORS AT NEW KENT
INTO THE STATE SYSTEM FOR MAINTENANCE**

WHEREAS, the roads in **Kent Farms Landbay 4, Section 2 the Arbors at New Kent** have been completed, and

WHEREAS, the roads in **Kent Farms Landbay 4 Section 2 the Arbors at New Kent** meet the public service criteria of the Secondary Street Acceptance Requirements; and

WHEREAS, the development sketch and VDOT Form AM 4.3, attached and incorporated herein as part of this resolution, define additions required in the Secondary System of State Highways as a result of construction; and

WHEREAS, certain segments identified on the incorporated Form AM 4.3 are ready to be accepted into the Secondary System of State Highways.

NOW THEREFORE, BE IT RESOLVED, this Board requests the Virginia Department of Transportation to add the segments identified on the incorporated Form AM 4.3 to the Secondary System of State Highways, pursuant to §33.2-705 of the *Code of Virginia*, for which segments this Board hereby guarantees the right of way to be clear and unrestricted, including any necessary easements for cuts, fills, and drainage, and

BE IT FINALLY RESOLVED THAT, a certified copy of this resolution be forwarded to the Virginia Department of Transportation.

Rodney A. Hathaway
County Administrator

Thomas W. Evelyn
Board Chair



COMMONWEALTH OF VIRGINIA DEPARTMENT OF TRANSPORTATION
Form AM 4.3

In New Kent County

by Resolution of the governing body adopted 4/14/2025

The following VDOT Form AM-4.3 is hereby attached and incorporated as part of the governing body's resolution for changes to the secondary system of state highways.

A Copy Testee Signed (County Official):_____

Report of Changes in the Secondary System of State Highways

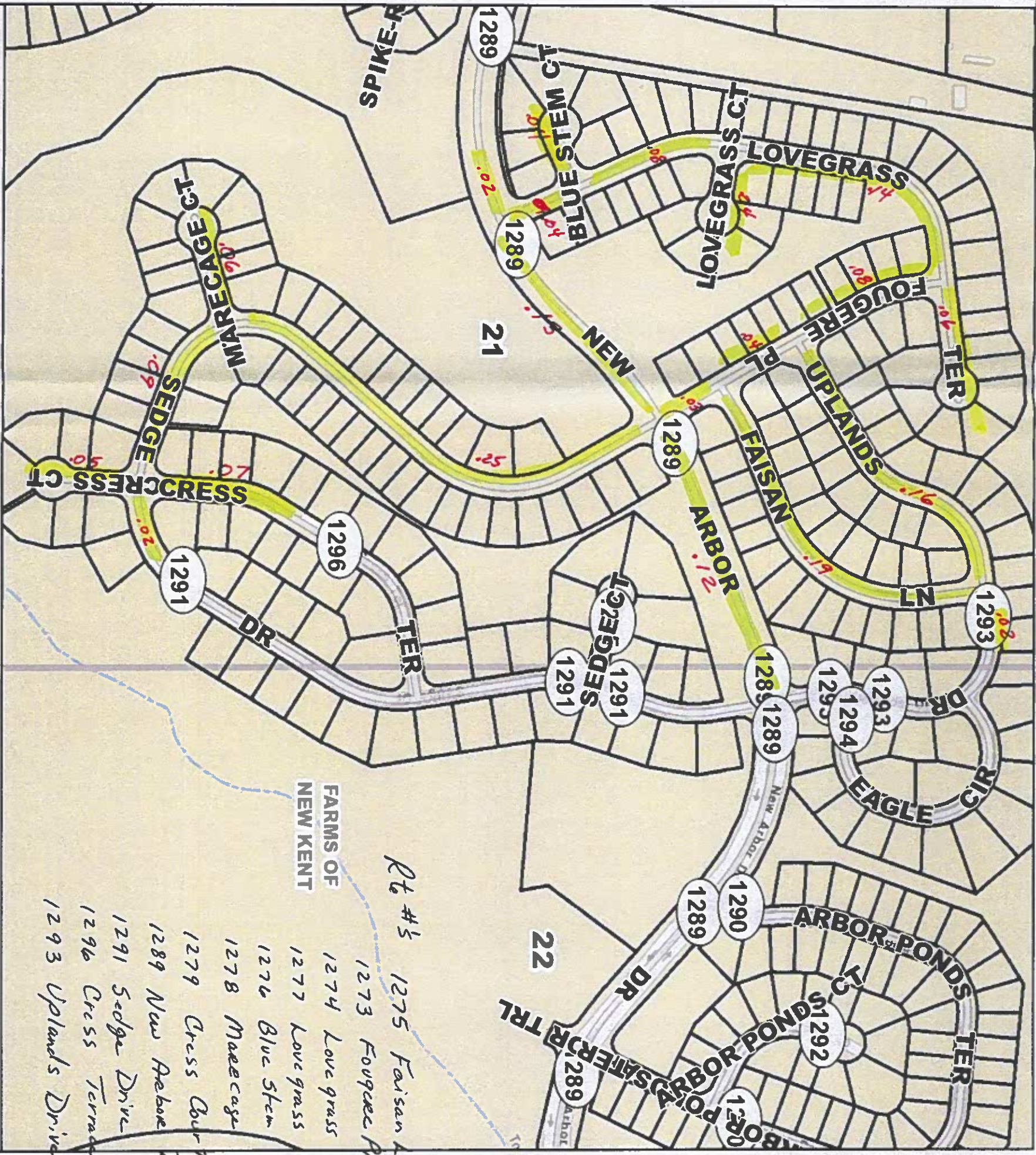
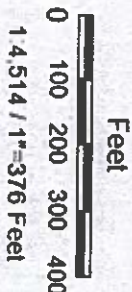
Project/Subdivision: Kent Farms Landbay 4 Section 2 The Arbors at New Kent

CHANGE TYPE	RTE NUM & STREET NAME	CHANGE DESCRIPTION	FROM TERMINI	TO TERMINI	LENGTH	NUMBER OF LANES	RECORDAT ION REFERENC E	ROW WIDTH
Addition	Rt. 1273 - Fougere Place	New subdivision street §33.2-705	1293	1274	0.08	2		60
Addition	Rt. 1273 - Fougere Place	New subdivision street §33.2-705	1289	1275	0.03	2		60
Addition	Rt. 1273 - Fougere Place	New subdivision street §33.2-705	1275	1293	0.04	2		60
Addition	Rt. 1274 - Lovegrass Terrace	New subdivision street §33.2-705	1273	Cul-De-Sac	0.06	2		60
Addition	Rt. 1274 - Lovegrass Terrace	New subdivision street §33.2-705	1276	1277	0.08	2		60
Addition	Rt. 1274 - Lovegrass Terrace	New subdivision street §33.2-705	1289	1276	0.04	2		60
Addition	Rt. 1274 - Lovegrass Terrace	New subdivision street §33.2-705	1277	1273	0.14	2		60
Addition	Rt. 1275 - Faisan Lane	New subdivision street §33.2-705	1273	1293	0.19	2		60
Addition	Rt. 1276 - Blue Stem Court	New subdivision street §33.2-705	1274	Cul-De-Sac	0.04	2		60
Addition	Rt. 1277 - Lovegrass Court	New subdivision street §33.2-705	1274	Cul-De-Sac	0.04	2		60
Addition	Rt. 1278 - Marecage Court	New subdivision street §33.2-705	1291	Cul-De-Sac	0.06	2		60
Addition	Rt. 1279 - Cress Court	New subdivision street §33.2-705	1291	Cul-De-Sac	0.05	2		60
Addition	Rt. 1289 - New Arbor Drive	New subdivision street §33.2-705	Section 1	1273	0.12	4		100
Addition	Rt. 1289 - New Arbor Drive	New subdivision street §33.2-705	1274	Future Section 3	0.02	4		100

Addition	Rt. 1289 - New Arbor Drive	New subdivision street §33.2-705	1273	1274	0.13	4		100
Addition	Rt. 1291 - Sedge Drive	New subdivision street §33.2-705	1296	1278	0.09	2		60
Addition	Rt. 1291 - Sedge Drive	New subdivision street §33.2-705	Section 1 Rte. 1291	1296	0.02	2		60
Addition	Rt. 1291 - Sedge Drive	New subdivision street §33.2-705	1278	1289	0.25	2		60
Addition	Rt. 1293 - Uplands Drive	New subdivision street §33.2-705	1273	1275	0.16	2		60
Addition	Rt. 1293 - Uplands Drive	New subdivision street §33.2-705	1275	Section 1	0.02	2		60
Addition	Rt. 1296 - Cress Terrace	New subdivision street §33.2-705	Section 1 Route 1296	1291	0.07	2		0

New Kent County, Virginia

- Legend**
- Parcels
 - Subdivisions
 - Tax Map 600 Scale Grid
 - Routes
 - INTERSTATE
 - US HIGHWAY
 - VA PRIMARY
 - VA SECONDARY
 - PRIVATE
 - PAPER
 - INSTITUTIONAL PROPERTY
 - ISFR
 - RAMP
 - CROSSOVER
 - Roads
 - INTERSTATE
 - US HIGHWAY
 - VA PRIMARY
 - VA SECONDARY
 - PRIVATE
 - PAPER
 - INSTITUTIONAL PROPERTY
 - ISFR
 - RAMP
 - CROSSOVER
 - Driveway
 - Ancillary Roads



Title: Landbay 4 Section 2

Date: 7/23/2024

DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and New Kent County is not responsible for its accuracy or how current it may be.

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

Meeting Date: 4/14/2025

Miscellaneous

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	adopt resolution R-10-25 to request the United States Congress to designate the New Kent Post Office as the Patricia A. Paige Post Office Building.
Subject	Resolution R-10-25 Requesting the Designation of the Current New Kent Post Office as the Patricia A. Paige Post Office Building
Issue	The New Kent County Board of Supervisors will consider a resolution requesting the United States Congress to take action to designate the New Kent Post Office facility as the Patricia A. Paige Post Office Building.
Recommendation	Staff recommends adoption of the proposed motion.
Fiscal Implications	No fiscal impact is anticipated.
Policy Implications	Renaming a post office through Congressional Legislation does not change either the U.S. Postal Service's or the public's identification of the facility by its geographic location. Rather, a plaque is installed within the post office. If the proposed resolution is adopted, it will be forwarded to Congressman Wittman's office with a request to submit a bill to Congress for naming designation of the post office.
Legislative History	NA
Discussion	Please see the attached resolution.

Time Needed:	NA	Person Appearing:	NA
Request prepared by:	Rodney Hathaway, County Administrator	Telephone:	(804) 966-9683
Copy provided to:	Congress Wittman's Office		

ATTACHMENTS:

Description	Type
Resolution R-10-25(PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	4/2/2025 - 10:44 AM
Administration	Hathaway, Rodney	Approved	4/2/2025 - 10:44 AM

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

R-10-25

At the regular meeting of the Board of Supervisors of the County of New Kent in the Boardroom of the County Office Building in New Kent, Virginia on the 14th day of April 2025.

Present:

Vote:

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

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

**A RESOLUTION REQUESTING THE DESIGNATION OF
THE CURRENT NEW KENT COUNTY POST OFFICE AS
THE PATRICIA A. PAIGE POST OFFICE BUILDING**

WHEREAS, Patricia A. Paige, a dedicated community leader who made history as the first African American woman to serve on the New Kent County Board of Supervisors, died on November 28, 2023; and

WHEREAS, after graduating from New Kent High School, Patricia A. Paige served the nation as a member of the United States Army Reserve for more than two decades; and

WHEREAS, in 2015, Patricia A. Paige joined the New Kent Clean County Committee, then ran for and was elected to the New Kent County Board of Supervisors; she subsequently won re-election in 2019 and 2023; and

WHEREAS, Patricia A. Paige represented the residents of District 3 with integrity and dedication, earning the admiration of her colleagues and constituents alike for her commitment to fairness and unwavering positivity; and

WHEREAS, during her tenure on the New Kent County Board of Supervisors, Patricia A. Paige was a mentor to young people in the community and led efforts to include middle school and high school students on county committees; and

WHEREAS, Patricia A. Paige also led initiatives to educate elderly residents about scams and technology dangers while advocating for enhanced safety measures to protect them; and

WHEREAS, among her proudest achievements, Patricia A. Paige led a nine-year campaign to enhance highway infrastructure on Interstate 64, which had been the site of various congestion issues and crashes; and

WHEREAS, in December 2022, a \$25 million federal aid grant was awarded to widen Interstate 64 between mile markers 205 and 215, and in November 2023, the Commonwealth announced a \$756 million project to widen a 29-mile stretch of the highway, most of which is located in New Kent County; Patricia A. Paige proudly attended a groundbreaking ceremony for the first phase of the project on November 13, 2023; and

WHEREAS, Patricia A. Paige led a persistent effort to seek approval from the United States Postal Service for the replacement of the former New Kent Post Office due to the aging structure's size and inability to properly accommodate residents and postal workers; and

WHEREAS, due to Patricia A. Paige's advocacy, the United States Postal Service reached an agreement New Kent County to construct a new post office, which opened to the public in September 2021; and

WHEREAS, Patricia A. Paige will be fondly remembered and greatly missed by numerous family members, friends, and colleagues.

NOW THEREFORE BE IT RESOLVED, that the New Kent County Board of Supervisors hereby requests that the New Kent Post Office located at 12109 New Kent Highway, New Kent, Virginia 23124 be designated as the Patricia A. Paige Post Office Building.

Adopted this 14th day of April 2025.

Rodney A. Hathaway
County Administrator

Thomas W. Evelyn
Chairman, Board of Supervisors

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

Meeting Date: 4/14/2025

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 County and Logan Systems, Inc.</p>
<p>Issue</p>	<p>The Clerk of Court's office utilizes Logan Systems, Inc., to maintain and service the County's online land records system. The current contract expires June 30th and it is time to renew with a new contract. Because the value of the contract exceeds \$50,000, Board approval is required pursuant to the Financial Policy.</p>
<p>Recommendation</p>	<p>Staff recommends approval.</p>
<p>Fiscal Implications</p>	<p>The fees are \$53,500 per year, invoiced monthly.</p>
<p>Policy Implications</p>	<p>None. The County currently uses Logan Systems, Inc. to maintain the electronic land records system.</p>
<p>Legislative History</p>	<p>None</p>
<p>Discussion</p>	<p>None.</p>

Time Needed:	N/A	Person Appearing:	Joshua Everard, County Attorney
Request prepared by:	Joshua Everard, County Attorney	Telephone:	804-966-9686
Copy provided to:	Rodney Hathaway, County Administrator		

ATTACHMENTS:

Description	Type
Draft Agreement (PDF)	Exhibit

REVIEWERS:

Department	Reviewer	Action	Date
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Attorney	Everard, Joshua	Approved	4/1/2025 - 2:01 PM
Administration	Hathaway, Rodney	Approved	4/1/2025 - 3:22 PM
Attorney	Everard, Joshua	Approved	4/1/2025 - 4:07 PM

MASTER LICENSE, MAINTENANCE AND SERVICES AGREEMENT

THIS MASTER LICENSE, MAINTENANCE AND SERVICES AGREEMENT (“**Agreement**”) between LOGAN SYSTEMS, INC. (“**Logan Systems**”), NEW KENT COUNTY, VA (the “**Locality**”) and HON. AMY P. CRUMP, Circuit Court Clerk, “**Clerk/ROD**” and together with “**Locality**”, the “**Customer**”) is made and entered into on the 1st day of July, 2025 (the “**Effective Date**”).

Pursuant to the terms outlined below, Logan Systems agrees to provide the software license, support and maintenance, and professional services to the Customer (as defined above) for the management of the permanent land and other related records maintained by the Customer.

I. Terms and Conditions

1. Definitions.

- 1.1. “**Access**” means the connection to and use of the Software.
- 1.2. “**Claim(s)**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, civil, criminal, administrative, regulatory, or other, whether at law, in equity, or otherwise.
- 1.3. “**Confidential Information**” has the meaning set forth in Section 13.1.
- 1.4. “**Customer Data**” means any electronic data or information originating from the Clerk/ROD which the Customer utilizes, uploads, processes and/or stores in conjunction with the Customer’s use of the Software. By way of example, Customer Data may be information the Clerk/ROD inputs that satisfies specific data field requirements in the Software.
- 1.5. “**Deliverable**” shall mean any work product, software, co-development, analysis, or other deliverable(s) produced for or delivered to the Customer under this Agreement as set out in the applicable Proposal Letter.
- 1.6. “**Go-Live**” means the day the Software is operational on the Hardware and available for day forward use by the Customer in the production environment.
- 1.7. “**Hardware**” has the meaning set forth in Section 3.
- 1.8. “**Intellectual Property Rights**” means any and all rights, whether or not registered, that may exist from time to time in this or any other jurisdiction under patent law, copyright law, moral rights law, publicity rights law, trade secret law, trademark law, unfair competition law or other similar protections.

- 1.9. **“Product”** means Software or hardware, and may also include third party software and documentation, downloads, on-line materials, bug fixes, patches, releases, release notes, updates, upgrades, technical support materials, and information related to the Logan Systems software or hardware.
- 1.10. **“Proposal Letter”** means the document setting out the Software and Services being purchased.
- 1.11. **“Operational System and Database”** means the necessary operating system licenses, both for servers and individual units, including any server seat licenses.
- 1.12. **“Service(s)”** means those certain services set forth in the Proposal Letter.
- 1.13. **“Software”** means the proprietary Logan Systems software (in object code format only) and related documentation that is identified in any mutually agreed upon Proposal Letter.
- 1.14. **“Territory”** means the United States of America.
- 1.15. **“User(s)”** means the users who are employees or authorized contractors of the Customer or members of the public who use the terminals at the Customer’s office to complete a search and/or view or print records.

2. License.

- 2.1. License. Logan Systems grants the Customer a limited, non-transferable, non-exclusive license to use (the **“License”**) the Software solely for the purposes specified in the Proposal Letter. Only the Customer, its employees or authorized independent contractors, and the Customer’s Users, as applicable, may Access the Software. Additional terms and conditions may be provided with new Products or with an update, release, or upgrade.
- 2.2. Prohibited Uses. The Customer and each User may not:
- 2.2.1. transfer all or any portion of the Software to a different computer configuration or permit use by third parties or other functionally independent business units affiliated with Customer or affiliates of the Customer;
 - 2.2.2. reinstall or use the Software or documentation following the expiration or termination of this Agreement unless it enters into an additional license agreement with Logan Systems;
 - 2.2.3. attempt to circumvent any technical devices of the Software that are directed at, or have the effect of, enforcing the terms of this Agreement;

- 2.2.4. make copies of the Software other than for backup, training, testing or other internal support reasons (unless prior written approval from Logan Systems has been obtained);
- 2.2.5. modify, create derivative works, translate, decompile or create or attempt to create, by reverse engineering or otherwise, the source code from the object code supplied to the Customer;
- 2.2.6. remove, modify or obscure any copyright, trade secret, confidentiality, trademark, service mark or other proprietary rights, notice or legend on any copy of the Software, the media on which it is contained, or related data, documentation or other materials;
- 2.2.7. market, sell, lend, rent, lease, or otherwise distribute the Software; or
- 2.2.8. be used under any circumstance whatsoever directly or indirectly in a computer service business or service bureau or in a rental or commercial timesharing arrangement.

3. Hardware.

- 3.1. Designated Hardware. Customer agrees to operate the Software on hardware (the “**Hardware**”) meeting or exceeding the requirements as specified in a Proposal Letter or recommended by Logan Systems. Where mutually agreed to by the parties Logan Systems may provide Customer with hardware.
- 3.2. Customer Operations. Where the Customer provides hardware, Customer acknowledges and agrees that the License is restricted to Customer operations only, and that the Software may not be installed on hardware not owned and operated by Customer or Customer’s third-party hardware provider.
- 3.3. Hardware Provided by the Customer. Where the Customer provides all necessary hardware, the Customer will provide Logan Systems with a list of possible hardware solutions for approval by Logan Systems. If there is a disagreement as to what hardware to purchase, both parties will work in good faith to resolve the differences keeping in mind cost considerations for the Customer and performance objectives for Logan Systems.
- 3.4. Virtual Servers. Where the Customer provides hardware, Logan Systems acknowledges that the Customer may use virtualized servers for the Customer’s office applications.

4. Professional Services.

- 4.1. Professional Services. For new Day Forward Customers, Logan Systems shall provide professional services (the “**Professional Services**”) as described in Proposal Letter to assist with data conversion, system implementation and configuration, customization, and installation, or in connection with other activities as may be described in Proposal Letters. Subject to the mutual agreement of the parties in a Proposal Letter, Logan Systems

personnel will perform these Professional Services at the rate and charges set forth in such Proposal Letter.

5. Customer Obligations.

- 5.1. Operating System and Database Licenses. If Customer provides Hardware, the Customer will provide all necessary Operating System and Database Licenses, both for servers and individual units, including any server seat licenses. If the parties agree to change operating systems during the term of this Agreement or any subsequent Renewal, the Customer will continue to provide these licenses.
- 5.2. Anti-Virus Licenses and Protection. The Customer will provide all anti-virus licenses and protections for the Hardware that it provides to the Customer's office and the servers used for the applications supporting the Customer. The parties will work in good faith to make sure that the anti-virus solution provides adequate virus protection without impacting the speed or performance of the Logan Systems Software. Where Logan Systems provides the Hardware, it will also provide the anti-virus licenses and protections for the Hardware.
- 5.3. Site Preparation. The Customer shall be responsible for timely site preparation, including, without limitation, providing adequate electrical power and network cabling for all computer equipment and necessary peripherals.

6. Software Support.

- 6.1. Support: The Customer or the Customer's staff shall contact Logan Systems as the first point of contact for any problems using the software provided by Logan Systems. Where the hardware is provided by the Customer, if the Customer is uncertain if the problem is related to the software or the hardware, Logan Systems will be the first point of contact. Where hardware is provided by the Customer, if it is clear that the problem is hardware related, the Customer will be the first point of contact. If Logan Systems determines that the problem is related to the hardware or infrastructure provided by the Customer, Logan Systems will inform and contact the Customer. During the term of the agreement, the Customer will provide contacts for Logan Systems for hardware and/or network issues.
- 6.2. Support Availability: Unlimited support shall be provided to the Customer via a toll-free number from 8:00AM through 5:00PM, Monday through Friday. Logan Systems shall also provide the Customer with one or more contact numbers for after-hours support. If the problem or question cannot be adequately addressed remotely, then a support representative will visit the Customer's office.
- 6.3. Remote Support: Logan Systems will provide remote support when available to address problems or concerns in the Customer's office. Logan Systems will follow all remote support policies and rules established by the Customer in providing this support. If the Customer modifies its policies, the Customer will inform Logan Systems of these changes and Logan Systems will follow the amended policies and rules.

7. Hardware Support.

- 7.1. Hardware Support. If Logan Systems provides the Hardware, support for the Hardware shall be included in the Professional Services offered by Logan Systems. If any Hardware provided by Logan Systems needs to be repaired or replaced, Logan Systems shall repair or replace the Hardware as soon as possible after receiving a notification from the Customer.

8. Changes in Technology.

- 8.1. Changes in Technology. If the Customer wishes to change its technology which requires Logan Systems to change its operating systems on which the Software operates, the Customer will notify in writing Logan Systems of the changes it desires to make and the parties will mutually agree to the scope of Professional Services and fees associated with such change in technology, if any. Both parties will work in good faith to accommodate the changes. If the Customer needs to remain in an older environment for a period of time to accommodate its requirements or the requirements of other programs used by the Customer, Logan Systems will continue to support the older version for a mutually agreed time period set out in writing. If data conversion is required, Logan Systems will convert the data it manages for the Customer to the newer media or format upon mutually agreed terms set out in writing.

9. Software Maintenance.

- 9.1. Support Services. Logan Systems will provide support services for the Software described in the Proposal Letter, and provide technical support, Software updates, and other services as described in the Proposal Letter. Unless otherwise set forth in an applicable Proposal Letter or otherwise agreed by Logan Systems on an ad hoc basis, support services will be provided during normal business hours.
- 9.2. Conversion of Data for New Customers: The Customer and Logan Systems agree that once legacy data has been successfully converted, Logan Systems will allow the Customer to review the converted data for accuracy. Logan Systems will validate the conversion, certifying that all records have been successfully converted. Questionable or corrupt records will be provided to the Customer and all parties will agree on the solution for these records.
- 9.3. Customer Security Policies. Logan Systems will use commercially reasonable efforts and to the extent possible will follow all Customer security rules, policies and protocols (“**Security Policies**”). As the Customer makes changes to these Policies, the Customer will provide Logan Systems with 30-day prior written notice of these changes and Logan Systems will follow these new rules. Any costs associated with a change to a Customer’s Security Policy will be borne by the Customer.

10. Training.

- 10.1. Training. All necessary training for both the Customer's staff and the general public will be provided by Logan Systems as mutually agreed by the parties.

11. Proprietary Rights.

- 11.1. Proprietary Information. Customer understands and agrees that the Software, related data and all other information and materials provided by Logan Systems to Customer (the "**Proprietary Information**") are confidential and that Logan Systems has and will have exclusive Intellectual Property Rights in such Proprietary Information.
- 11.2. Ownership. Customer acknowledges and agrees that no title or ownership of the Software or any of Logan Systems' Intellectual Property Rights is transferred to Customer by this Agreement and that the Software and all Intellectual Property Rights are and will remain the exclusive property of Logan Systems. Except as otherwise expressly set forth in any Proposal Letter, Logan Systems shall own all right, title, and interest in and to all Deliverables that are written or created by Logan Systems personnel alone or jointly with Customer or third parties in connection with this Agreement.
- 11.3. Third Party Software. If Customer purchases, licenses, or subscribes to software, services or other technology products (e.g., virus protection, firewall, etc.) of third-party providers ("**Third Party Products**") for use in connection with the Software or otherwise in connection with Customer's business, Customer may be required to execute a separate agreement with the third-party provider (a "**Third Party Agreement**"), including without limitation where Logan Systems may resell such Third Party Product. The Third Party Agreement may require an actual or electronic signature, and may become effective by electronically signifying assent prior to installation. Customer will be responsible for all obligations created under those agreements. Logan Systems is not responsible or liable for unavailability of the Third Party Products.

12. Term and Termination.

- 12.1. Initial Term. This Agreement shall commence on the Effective Date and continue for the period set forth in the applicable Proposal Letter (the "**Initial Term**").
- 12.2. Renewals. Thereafter, the Term may be renewed for a period mutually agreed to in writing by the parties (a "**Renewal**").
- 12.3. Termination for Convenience. Each party may terminate this agreement for any reason or for no reason at all by providing the other party with 180-days written notice prior to a Renewal of its intent to terminate this Agreement. If the Customer exercises its right of termination under this section, the Customer will remain liable for payment for all services provided prior to the actual termination of the agreement. In addition, if the Customer terminates this contract without providing 180 days' notice, then the Customer

shall be liable to Logan Systems for all Fees for Services and Software provided prior and up to the date of termination.

- 12.4. Termination for Cause. In the event that either party fails at any time to comply with any of its obligations under this Agreement and fails to cure such breach within thirty (30) calendar days after the giving of a written notice of breach that describes in reasonable detail the alleged breach, the other party may terminate this Agreement effective on the 31st day after the original written notice of breach unless some interim arrangement has been reached between the parties during the 30-day cure period.
- 12.5. Immediate Termination. If the Customer breaches any provision of Sections 2, 11, and 13 Logan Systems may terminate this Agreement immediately upon written notice to the Customer.
- 12.6. Effect of Termination. Upon termination, the Customer shall immediately destroy all copies of the Software and certify to Logan Systems that it has retained no copies of the Software. Upon termination, regardless of the reason for termination, the Customer shall pay Logan Systems all undisputed Fees or expenses then due or incurred up to the time of termination. Logan Systems shall promptly provide Customer Data to Customer.

13. Confidentiality.

- 13.1. Confidential Information Defined. “**Confidential Information**” refers to the following one party to this Agreement (“**Discloser**”) discloses to the other (“**Recipient**”): (a) any document Discloser marks “Confidential”; (b) any information Discloser orally designates as “Confidential” at the time of disclosure, provided Discloser confirms such designation in writing within 10 business days; (c) any source code disclosed by Logan Systems, whether or not marked as confidential; and (d) any other nonpublic information Recipient should reasonably consider a trade secret or confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Recipient’s possession at the time of disclosure; (ii) is independently developed by Recipient without use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Recipient’s improper action or inaction; or (iv) is approved for release in writing by Discloser. Recipient is on notice that Confidential Information may include Discloser’s valuable trade secrets.
- 13.2. Nondisclosure. Recipient shall not use Confidential Information for any purpose other than to facilitate the transactions contemplated by this Agreement (the “**Purpose**”). Recipient: (a) shall not disclose Confidential Information to any employee or contractor of Recipient unless such person needs access in order to facilitate the Purpose and is subject to nondisclosure obligations or a written agreement with Recipient with nondisclosure terms no less restrictive than those of this Section 13.2; and (b) shall not disclose Confidential Information to any other third party without Discloser’s prior written consent. Without limiting the generality of the foregoing, Recipient shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable

care. Recipient shall promptly notify Discloser of any misuse or misappropriation of Confidential Information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information to the extent required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort to seek a protective order or otherwise to contest, limit, or protect such required disclosure, at Discloser's expense.

13.3. Injunctive Relief. The parties agree that any breach of the provisions of this Section 13 will cause substantial damages, that the amount of such damages is difficult to determine with precision, and that any remedies at law for such a breach will entitle the owner of the confidential information or Proprietary Information as the case may be, in addition to any other remedies it may have, to temporary and permanent injunctive and other relief, without the necessity of posting bond or proving actual damages.

13.4. Prevention. Customer agrees to assist Logan Systems in stopping and preventing any possession or use of the Software (including all related data, documentation, and other materials) by any person or entity not authorized by this Agreement to have such possession or use and will cooperate with Logan Systems in any litigation that Logan Systems determines is reasonably necessary to protect Proprietary Rights.

13.5. Freedom of Information Act. This Section 13 is limited to the extent it conflicts with the Virginia Freedom of Information Act.

14. Warranties.

14.1. Logan Systems Warranties. Logan Systems warrants that as of the Effective Date of this Agreement:

14.1.1. it has the authority to grant the License extended under this Agreement to Customer; and

14.1.2. any Services provided under this Agreement and any Proposal Letters will be performed in a professional and workmanlike manner.

14.2. Software Acceptance and Warranty. The Customer shall have 30 days to accept the Software and trigger the Go-Live. For new customers and for ninety (90) days after Go-Live, Logan Systems warrants that, the Software will conform substantially.

14.3. Customer Warranties. Customer represents and warrants that:

14.3.1. it has accurately identified itself and it has not provided any inaccurate information about itself to or through the Software; and

14.3.2. it is an entity authorized to do business pursuant to applicable law.

- 14.4. From Both Parties. Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened Claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.
- 14.5. Sole Remedy. Customer's sole remedy for a breach of the express warranties in this section shall be repair or replacement of the Software or reperformance of any applicable Services within a reasonable time.
- 14.6. Disclaimers. Except to the extent set forth in Section 14.1, Customer accepts the software "as is," with no representation or warranty of any kind, express or implied, including without limitation implied warranties of merchantability, fitness for a particular purpose, or non-infringement of Intellectual Property Rights, or any implied warranty arising from statute, course of dealing, course of performance, or usage of trade. Without limiting the generality of the foregoing: (a) Logan Systems has no obligation to indemnify or defend Customer or Users against claims related to infringement of intellectual property; (b) Logan Systems does not represent or warrant that the Software will perform without interruption or error; and (c) Logan Systems does not represent or warrant that the Software is secure from hacking or other unauthorized intrusion or that customer data will remain private or secure.

15. Indemnities

- 15.1. Indemnification from Logan Systems. Notwithstanding any other limitation herein, Logan Systems shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, deficiencies, Claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("**Losses**") incurred by Customer resulting from any Claim by a third party that Customer's or a User's use of the Software (excluding Customer Data and materials provided by third parties) in accordance with this Agreement infringes or misappropriates such third party's any valid patent, copyright or trade secret protectable in the Territory provided the Customer:
- 15.1.1. promptly notifies Logan Systems in writing of any such claim;
- 15.1.2. gives Logan Systems full authority and control of the settlement and defense of the claim; and fully cooperates with Logan Systems in the defense of such claims, including providing adequate assistance and information. The indemnity provided hereunder shall not apply to amounts paid in settlement of any claim if such settlement is made without Logan Systems' prior written consent.
- 15.2. Exception. The foregoing obligation does not apply to the extent that the alleged infringement arises from:
- 15.2.1. Third-Party Products or customer data;

- 15.2.2. access to or use of the Logan Systems Software in combination with any hardware, system, software, network, or other materials or service not provided by Logan Systems;
- 15.2.3. modification of the Logan Systems Software other than: (i) by or on behalf of Logan Systems; or (ii) with Logan Systems' written approval in accordance with Logan Systems' written specification; or
- 15.2.4. use of a prior version of the Software, if the infringement claim could have been avoided by the use of the current version of the Software.
- 15.2.5. In case of a Claim above in Section 15.1, Logan Systems, at its own expense, shall promptly:
 - 15.2.5.1. secure for Customer the right to continue using the Software; or
 - 15.2.5.2. replace or modify the Software to make it non-infringing; or if such remedies are not commercially practical in Logan Systems' reasonable opinion;
 - 15.2.5.3. terminate Customer's access to the Software and refund any Fees prepaid for period following termination.
- 15.3. Customer's Data. The Customer is solely responsible for Customer Data, its use, and its Users' use of the Customer Data. Customer shall be responsible for Services in any way, and all legal liability arising out of or relating thereto where bad Customer Data is identified as the root cause of a Services failure. The Customer shall assume all risk. Logan Systems shall not be held liable for any losses, costs, damages or expenses (including reasonable attorney's fees) that Customer may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with:
 - 15.3.1. the use of the Software and Services by Customer or its Users;
 - 15.3.2. any breach by Customer or its Users of this Agreement; or
 - 15.3.3. Customer Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or Customer Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.
 - 15.3.4. Customer shall retain ownership of Customer Data (in raw form prior to any formatting by the Software) that is submitted to Logan Systems. The Customer grants Logan Systems the right and license to include the Customer Data in the Operational System and Database and agrees that Logan Systems shall be the sole and exclusive external owner of the Operational System and Database as a compilation of data.

15.3.5. Logan Systems agrees to provide the Customer with copies of the data that it maintains upon request in non-proprietary formats. For images currently maintained as Tiff format images, Logan Systems will provide Tiff format images with the image name containing the book and page numbers for the image. For images currently in jpg format, Logan will provide jpg format images with the book and page information in the name of the image. Indexing data will be provided in either ASCII or CSV format. Record layouts will be provided and explained.

15.4. Indemnification from Customer. Intentionally Blank.

16. Limitation on Liability

16.1. To the greatest extent permitted by applicable law, Logan Systems and Logan Systems Associates and except for damages arising out of (a) Logan Systems' intellectual property indemnification obligations under Section 15.1 herein, (b) injury or death to persons, or (c) damage to tangible or real property, Logan Systems' entire liability and obligation to pay the Customer and the Customer's exclusive remedy with respect to the services and any other products, materials or services supplied by Logan Systems in connection with this Agreement for damages for any cause and regardless of the cause of action, whether in contract or in tort, including fundamental breach, negligence, strict liability or otherwise, shall not exceed the fees in the twelve (12) month period preceding the Claim paid to Logan Systems by Customer in accordance with this Agreement.

16.2. In addition to the foregoing in section 16.1, to the greatest extent permitted by applicable law, in no event shall Logan Systems, its affiliates, directors, officers, employees and shareholders, be liable for any consequential, incidental, indirect, exemplary, punitive, or special damages whatsoever, including but not limited to for lost revenue or loss of profits, loss of business, loss of data, failure to realize expected savings, or cost of substitute goods or services arising out of or in connection with this Agreement, even if it has been advised of the likelihood of the occurrence of such loss or damage or such loss or damage is foreseeable and notwithstanding any failure of essential purpose of any limited remedy.

17. Miscellaneous.

17.1. Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by email, or mailed by registered or certified mail, return receipt requested, postage prepaid, in each case to the address of the receiving party indicated below, or at such other address as may hereafter be furnished in writing by either party hereto to the other. Such notice will be deemed to have been given as of (i) the date it is delivered in the case of delivery by hand or overnight delivery, (ii) on the date of the email, and (iii) three (3) days after deposit in the mail in the case of certified mail delivery. Copies of all notices to Logan Systems shall be sent to: 4003 Clifton Rd. Greensboro NC 27407, Attention: President, or via email, Attention Logan Systems: notices@logansystems.com with a copy to General Counsel – FOG Software Group, legal@fogsoftwaregroup.com. Notices to the Customer must be

sent to 12007 Courthouse Cir., PO Box 150, New Kent, Virginia 23124, Attention: County Attorney.

- 17.2. Integration Clause. This Agreement constitutes the full and complete understanding and agreement of Logan Systems and the Customer and supersedes all prior negotiations, understandings and agreements pertaining to the subject matter of this Agreement. This Agreement will be supplemented by one or more Proposal Letter(s), which will be deemed to be part of this Agreement when signed by each party.
- 17.3. Severability. In the event that any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws, then (i) such provision will be fully severable and this Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision were not a part hereof, (ii) the remaining provisions of this Agreement will remain in full force and effect and will not be affected by such illegal, invalid or unenforceable provision or by its severance from this Agreement, and (iii) there will be added automatically as a part of this Agreement a provision similar in terms to such illegal, invalid or unenforceable provision as may be possible and still be legal, valid and enforceable.
- 17.4. Conflicts. If there is any conflict between the Proposal Letter which includes the Services Listing and this main body of this Agreement, the main body will govern. In the event of any conflict between this Agreement and any Logan Systems policy posted online, the terms of this Agreement will govern.
- 17.5. Non-Waiver. No delay, omission, or failure to exercise any right or remedy under this Agreement will be deemed to be a waiver of such right or remedy or acquiescence to the event giving rise to such right or remedy, but every such right and remedy may be exercised from time to time and so often as may be deemed expedient by the party exercising such right or remedy.
- 17.6. Independent Contractors. Logan Systems and the Customer are independent contractors with respect to one another under this Agreement, and neither one is a partner, joint venture, employee, agent, or legal representative of the other for any purpose.
- 17.7. Successors and Assigns. This Agreement will inure to the benefit of and be binding upon the parties and their respective successors and permitted assigns; provided however, that the Customer may not assign or otherwise transfer this Agreement or any of its rights and/or obligations hereunder without the prior written consent of Logan Systems.
- 17.8. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the United States and the State in which the Customer is located, without respect to conflict of laws principles. The parties hereby irrevocably consent to the exclusive jurisdiction of the Federal District Courts nearest to the Customer for the commencement or maintenance of any action between the parties arising hereunder. The parties agree that the United Nations Convention on Contracts for the *International Sale of Goods* (1980) is specifically excluded from application to this Agreement.

- 17.9. Force Majeure. Neither party will be liable for any failure to comply with or delay in performance of this Agreement where failure or delay is caused by or results from any events beyond its control, including but not limited to, fire, flood, earthquake, accident, civil disturbances, acts of any governmental entity, war, shortages, embargoes, strikes (other than those occurring in the workforce of the party claiming relief, or the workforces of its subcontractors), transportation delays, or acts of God.
- 17.10. Survival. The rights and responsibilities of the parties in Part I. Terms and Conditions pursuant to paragraph 2.2, and Sections 11, 13, 16, and 17 as well as Sections 1 and 4 of Part II. Fees for Services shall survive the expiration or termination of this Agreement.
- 17.11. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement may be signed and/or transmitted electronically in lieu of by hard copy.

II. Fees for Services

1. Fees for Services. The fees (the “**Fees**”) will remain the same for the entire Term of the Agreement. The Fees shall be \$53,500.00 per year and will be invoiced monthly at a rate of \$4,458.33.
2. Shipping Cost. Shipping costs will be passed on to the Customer at Logan Systems’ cost.
3. Consumable Supplies. The cost of consumable supplies such as paper, toner, and portable media are not included in the charges listed below. These consumables may be purchased from Logan Systems or from any other vendor.
4. Payments. Logan Systems will invoice the Customer for the Fees and professional services that it provides on a monthly basis. These invoices shall be paid by the Customer in its normal manner, currently net thirty (30) days after receipt of these invoices by the Customer.
5. Non-Appropriation. Logan Systems acknowledges that Customer is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate. If public funds are not appropriated for the performance of Customer’s obligations under this Agreement, then this Agreement shall automatically expire without penalty to Customer ninety (90) days after written notice to Logan Systems of the non-appropriation of public funds. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

Approved by New Kent County:

Approved by Logan Systems, Inc.:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved as to Form:

County Attorney

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

Meeting Date: 4/14/2025

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 proposed work authorization for Rinker Design Associates, LLC for the Courthouse Road/Kentland Trail Roundabout (RAB) Landscaping design and support services and appropriation of funds from the Central Virginia Transportation Authority line item</p>
<p>Issue</p>	<p>Authorize the County Administrator to execute the proposed work authorization for Rinker Design Associates, LLC for professional services relating to the Courthouse Road/Kentland Trail Roundabout (RAB) Landscaping design and support services and the appropriation of funds in the amount of \$85,015.00 from the Central Virginia Transportation Authority line item.</p>
<p>Recommendation</p>	<p>Staff recommends adoption of the proposed motion.</p>
<p>Fiscal Implications</p>	<p>The funding for this project comes from the Central Virginia Transportation Authority.</p>
<p>Policy Implications</p>	<p>The County complied with all local and state public purchasing requirements for the procurement of this service.</p>
<p>Legislative History</p>	<p>NA</p>
<p>Discussion</p>	<p>Please see the attached work authorization.</p>

Time Needed:	NA	Person Appearing:	NA
Request prepared by:	A. Stanger, Executive Assistant	Telephone:	(804) 966-9683
Copy provided to:			

ATTACHMENTS:

Description	Type
Proposed Work Authorization for Rinker Design Associates, LLC (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Stanger, Amanda	Approved	3/28/2025 - 9:59 AM
Administration	Hathaway, Rodney	Approved	3/28/2025 - 10:02 AM
Attorney	Everard, Joshua	Approved	3/31/2025 - 4:13 PM



RINKER DESIGN ASSOCIATES, LLC

CIVIL ENGINEERS • SURVEYORS

TRANSPORTATION | TRAFFIC | STRUCTURE/BRIDGE | DRAINAGE/H&HA | SWM DESIGN | ROW/EASEMENT ACQUISITION | GEOTECHNICAL
UTILITY DESIGN/RELOCATION/COORDINATION | SITE-CIVIL | SURVEYING | CONSTRUCTION AND ENVIRONMENTAL SERVICES | DESIGN-BUILD DELIVERY

February 27, 2025

Amy M. Inman, M.S.
Director, Department of Transportation Development
New Kent County
12007 Courthouse Circle / PO Box 150
New Kent, VA 23124
(804) 557-3187 (Direct) / (804) 682-0449 (Cell)

Re: New Kent County RFP# 22-2109AO - Annual Contract for Engineering Services – Group 2 – Traffic and Transportation Engineering Services; **Task 2 - Courthouse Rd/Kentland Trail RAB Landscaping & Lighting Design**

Dear Ms. Inman,

Please find our attached scope and fee proposal for professional services relating to the Courthouse Rd/Kentland Trail Roundabout (RAB) Landscaping design and support services. RDA understands that the existing intersection of Courthouse Road and Kentland Trail is being considered for a permanent roundabout to address safety and traffic operations under a separate contract with VDOT. RDA also understands that the central island of the roundabout is being considered by New Kent County (NKC) for landscaping and lighting fixtures to create a gateway into the County. NKC has requested RDA and its sub-consultant to provide professional services to assist the County in the preparation of landscaping design and construction documents, as well as support services for preparing a Land Use Permit to install such landscaping/lighting.

RDA will assist with managing the landscaping/lighting sub-consultant and coordination efforts with NKC/VDOT during the development of the proposed roundabout design. RDA will assist with the preparation of the Land Use Permit for the installation of landscaping/lighting fixtures within the roundabout functional area. Support services for bidding/procurement and/or construction support services are not included in this scope of work.

RDA is excited for the opportunity to provide engineering services to New Kent County on this task order. Should you have any questions, please do not hesitate to contact me at 804-467-8035, or email me at bshock@rdacivil.com.

Sincerely,

Brandon C. Shock, P.E., DBIA
Assistant Director of Transportation / Principal Associate
Rinker Design Associates

APPROVAL: New Kent County

DATE



We design for a living.
We build relationships for life.

RICHMOND OFFICE: 4301 DOMINION BOULEVARD, SUITE 100 GLEN ALLEN, VA 23060
PHONE: 804.612.0665 WWW.RDACIVIL.COM

SCOPE OF SERVICES

Task 01 – Project Management

This task consists of the administrative effort required by the project manager, and other involved personnel to complete the project on time, within budget, and communicate with the County regarding project status, issues, and solutions. Project Management involves planning, scheduling, organizing, and controlling resources to achieve specific objectives within established schedule, budget, and quality standards. Additional scope has been included for coordination efforts between the landscaping sub-consultant and NKC. RDA will assist in the coordination effort during the development of landscaping plans, as well as the management of developing the land use permit discussed below in Task 04.

Anticipated meetings

- Meetings between NKC and RDA's landscaping sub-consultant to develop landscaping plans
- Coordination meetings with NKC/VDOT as needed

Task Assumptions

- VDOT will provide NKC/RDA with project files and updates necessary to complete this project scope of work

Task 02 – Public Involvement

RDA will aid NKC in attending public outreach events with stakeholders.

Anticipated meetings

- Two in-person meetings are assumed for the life of the project to meet with NKC/stakeholders

Task 03 – Lighting support

RDA will aid its sub-consultant LSG in the development of lighting design plans by preparing a wiring design for the proposed light fixtures.

Task Assumptions

- RDA will coordinate with LSG to provide proposed power connections from existing facilities in the area. It is assumed that power can be obtained within VDOT right of way.

Task 04 – Land Use Permit Development

RDA will aid NKC in the development of a Land Use Permit for landscaping installation & maintenance as required by VDOT under LUP-LS. Application information will be provided to gain approval from VDOT for the installation of landscaping in the central island developed by RDA's sub-consultant.

Anticipated meetings

- Land use permit coordination meeting with NKC/VDOT

Task Assumptions

- VDOT's LUP-LS will be the completed permit for this task
- The general size, shape, and location of the proposed roundabout is assumed based off Attachment A
- Construction drawings will be provided by VDOT to aid in the permit development
- The development of this task will not commence until construction drawings for the proposed roundabout are complete or nearly complete by VDOT under separate contract and can be provided to NKC/RDA
- NKC to provide information regarding fee, bonding, surety, etc.

Task 05 – Landscaping/Lighting Design Services

RDA's sub-consultant LSG will provide landscaping/lighting design services for this project. A copy of their scope can be found in Attachment C.

PROJECT EXCLUSIONS

- Fees associated with permitting, bond, etc.
- Intersection design elements beyond landscaping scope of work
- Bidding/procurement support
- Construction support services
- Construction engineering inspection
- Right of way acquisition for utility easements

FEE

The anticipated time and material not to exceed cost as defined in Article V Compensation and Method of Payment and is shown in the table below. Term 2 rates have been used to develop the project fee.

Task	Fee
Task 01 – Project Management	\$ 13,480.00
Task 02 – Public Involvement	\$ 5,880.00
Task 03 – Lighting Support	\$ 11,300.00
Task 04 – Land Use Permit Development	\$ 19,120.00
Task 05 – Landscaping Design Services (LSG)	\$ 34,641.00
Direct Expenses (mileage and rendering hard copies)	\$ 594.00
Total	\$ 85,015.00

SCHEDULE

- Expected NTP March 2025
- LUP Development Early 2026 (potential to change based on VDOT project)

ATTACHMENTS

Attachment A – Project Sketch

Attachment B – RDA Fee Breakdown

Attachment C – LSG Scope and Fee

ATTACHMENTS

Attachment A – Project Sketch

Attachment B – RDA Fee Breakdown

Attachment C – LSG Scope and Fee

Attachment A – Project Sketch

Attachment B – RDA Fee Breakdown



Attachment C – LSG Scope and Fee



LSG LANDSCAPE
ARCHITECTURE

September 27, 2024, rev. November 11, 2024, rev. December 19, 2024, February 21, 2025

Aaron DeLong, P.E.
Transportation Manager /Associate
Rinker Design Associates, LLC
4301 Dominion Boulevard Suite 100
Glen Allen, VA 23060

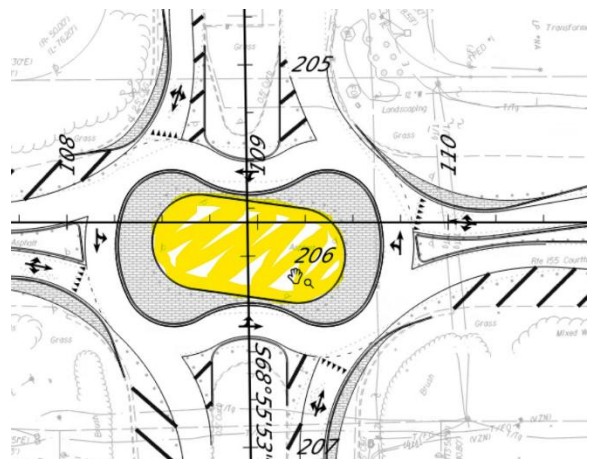
Re: Proposal for Landscape Architectural Services
Route 155 Roundabout Landscaping
LSG project #: 24.00056.P0

Dear Aaron:

LSG Landscape Architecture Inc. (LSG) is pleased to update this proposal for landscape architectural services to provide landscape design, Public Outreach, lighting design, documentation, and construction service for the Route 155 Roundabout in New Kent County. Based on our experience with this type of streetscape projects, we note the following as a basis for our proposed scope of services and fee schedule:

ASSUMPTIONS AND EXCLUSIONS

1. The roundabout is located at the intersection of Route 155 and Kentland Ct intersection in New Kent County, Virginia. The County is interested in landscaping and street lighting within roundabout.
2. The final roadway design is contracted by VDOT under a separate project. However, the landscaping design will be completed for New Kent County to be submitted to VDOT through their LUP process.
3. County is interested in having some Dominion Power colonial lights (<https://www.dominionenergy.com/virginia/products/lighting-fixtures>) to help illuminate the roads.
4. Our contract is with RDA.
5. The LSG team Principal in Charge is Connie Fan, assisted by project manager Laurie Beth Donnachie. Both are Virginia licensed landscape architects.
6. This proposal is to provide Planting Design and street lighting design, VDOT permitting, Construction Documentation, Construction Administration for the project. Two submittals are included, initial submission to the County, with the second one being the LUP to VDOT.



7. No irrigation is expected.
8. Phase 1 and Phase 2 environmental assessments are not included in this Proposal.
9. Site development will not include impacts to wetlands, stream buffers or floodplain areas and will not involve a stream crossing. Any design and permitting services related to these impacts are therefore assumed not to be required.
10. Preparation of any legal documents will not be required.
11. A project schedule is not available. The County would like to start the conceptual design as soon as possible, with VDOT submissions after the community approval of the concept. This proposal is valid for 12 months from NTP.
12. All production will be in AutoCAD latest edition, down saved to MicroStation compatible version.

SCOPE OF RESPONSIBILITY

LSG's responsibilities shall include the following scope of services.

- Plantings - Design and documentation of all proposed shrubs, perennials, groundcover and annuals. Documentation shall include plans, details, schedules and specifications. Plant selection will be focused on aesthetics intent but will also be selected based on maintenance requirements and the appropriate soil and light conditions for each species.
- Site Lighting - LSG will select site/pedestrian lighting and coordinate with the RDA Electrical Engineer who will be responsible for power distribution. LSG's in-house designer will run a photometric calculation based on the manufacturer's light fixtures.

SECTION ONE – SCOPE OF SERVICES

TASK 1 - DESIGN AND COMMUNITY ENGAGEMENT

- 1.1 PROJECT INITIATION. RDA or its consultants shall supply LSG with a digital version of the current site and architectural plans for the project. Digital information will meet the following requirements:
 - base data consisting of existing and proposed topography, site improvements, buildings, easements and utilities, and other features shall be in current AutoCAD format for use in developing project drawings. We do not anticipate developing plans in MicroStation.
 - All layering shall meet VDOT CADD requirements equivalent in AutoCAD. Layering conventions and pen weights shall be established in a logical and manageable format at the start of the project and in accordance with Owner conventions, and LSG will be provided with a separate listing of all layer names in digital and hard copy, including a written description of the layer contents.
 - A hard copy of all digitally transferred files will be provided to the Landscape Architect at the time of file transfer. Subsequent changes to the base(s) shall be provided to the Landscape Architect in digital format.
 - LSG will complete landscape plans in one plan sheet size, on 24" x 36" title block provided by RDA. Separate plan sets in architectural set size (30" x 42" or 36" x 48") are not included.

- Any necessary release agreements for the use of this digital data by LSG shall be the responsibility of RDA.

SITE ANALYSIS. LSG will rely on RDA to provide photograph existing conditions to better understand the context in which the statue will be located, sight distances and other factors.

1.2. 1ST SUBMISSION TO NEW KENT COUNTY

SCHEMATIC DESIGN CONCEPTS. LSG will work closely with the Kent County and RDA to develop freehand “broad brush” landscape treatments for the Route 155 roundabout area. The intent is to provide design concepts to a sufficient level of detail to convey/articulate design intent for the space (character, scale and materials.) Plan, section and elevation views. Possible treatments and materials will be presented for review and client input.

No perspectives are included.

1.3 MEETINGS

LSG will meet with the client and the project team to present and coordinate Design Development. The following meetings are anticipated:

- Two virtual meetings are included in this phase.

1.4 REVISIONS

Based upon comments/direction at team meetings with the client, LSG will revise the drawings twice accordingly, with all comments closed (provided everything is within scope).

1.5 SITE VISITS

None included during this phase. RDA will provide LSG with all site images needed for the production of graphics.

TASK 2 - VDOT PERMIT/CONSTRUCTION DOCUMENTS

2.1 1ST SUBMISSION TO VDOT

DRAWINGS. Based on the approved design, LSG will prepare more detailed drawings to finalize the design. Said drawings will be representative of 80% complete Construction documents. Drawings will include layout and planting plans, site details and product information. The following will be included:

Landscape Design:

- General tree types and spacing.
- Shrub and groundcover beds.
- Feature areas and accent plantings.
- Ornamental and/or seasonal color beds.
- Preliminary plant list noting species and sizes.

PLANTING PLANS AND DETAILS. Prepare overall planting plans and detailed plans of special areas. Plant lists and details will be included.

2.2 2ND SUBMISSION TO VDOT

Make revisions based on VDOT 1st submission review comments.

- 2.3. PROBABLE COST ESTIMATE. LSG will prepare a cost estimate for site elements under LSG's scope.

TASK 3 - CONSTRUCTION PHASE SERVICES

- 3.1 SUBMITTAL REVIEWS. LSG will review contractor submittals for conformance with plans and specifications. A review of a maximum of 3 separate submittals is included.
- RESPOND TO REQUESTS FOR INFORMATION. LSG will respond to contractor requests for information (RFIs). For this proposal, we assume we will respond to a maximum of 3 separate RFIs.
- 3.2 PUNCH LIST. Final Punch List. LSG will prepare (one) final inspection punch list noting any remaining minor deficiencies.

TASK 4 -SITE LIGHTING DESIGN

- 4.1 STREET LIGHTING CONCEPT DESIGN. Client LSG will present to the client probable Dominion Power colonial light selection and seek input prior to running photometrics.
- 4.2 CONSTRUCTION DOCUMENTS. Once the client confirms the lighting concepts, LSG will prepare construction documents, which include layout and fixture schedules. LSG will coordinate with RDA's electrical engineer on wiring and potential feed.

SECTION TWO – ADDITIONAL SERVICES

Should any additional services be required which are not specifically identified in Section One or which arise from changes in project scope or complexity, LSG will be pleased to provide such services as authorized, with additional compensation. Such services may include:

- Changes to plans or other work products after their approval.
- Meetings or site visits in excess of the numbers quoted above.
- Any other services not described under Section One.

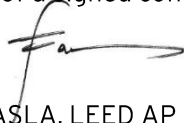
SECTION THREE – FEE SCHEDULE

Based upon the foregoing, we propose to be reimbursed for the services outlined in Section One for the following –

Route 155 Roundabout Landscaping September 27, 2024; rev. November 11, 2024; December 19, 2024; February 21, 2025								
	Estimated Staff Hours by Task							
Team Member	LSG Landscape Architecture (LSG)						Totals	
Expertise	Landscape Architecture							
Staff			Landscape Architect Project Manager	Staff Landscape Architect	Admin.			
Hourly Rate	Principal	Senior Associate						
	\$296	\$237	\$140	\$118	\$136	Subtotal	Direct Costs	Totals
Scope of Work								
1. Design and Community Engagement						\$12,407	\$372.22	\$12,780
1.1 Project initiation	2		8	16	2	\$3,874		
1.2 1st submission to New Kent County	1	1	8	24		\$4,491		
1.3 Meetings (2 budgeted)	4		8			\$2,300		
1.4 Revisions		1	4	8		\$1,742		
2. Construction Documents						\$7,777	\$233.30	\$8,010
2.1 1st submission to VDOT		4	8	16	2	\$4,229		
2.2 2nd submission to VDOT	0.5	1	4	12		\$2,364		
2.2 Probable Cost Estimate		1		8		\$1,184		
3. Construction Phase Services						\$6,657	\$199.72	\$6,857
3.1 Submittals and RFIs		2	6	16	2	\$3,477		
3.2 Punch List		4	16			\$3,181		
4. Site Lighting Design						\$6,791	\$203.73	\$6,995
4.1 Street lighting concept design	1	4	8	8		\$3,306		
4.2 Construction Documents		2	8	16		\$3,484		
Subtotal Hours	8.5	20	78	124	6			
Subtotal Cost per Staff	\$2,514	\$4,732	\$10,892	\$14,680	\$815			
Total Hours per Firm						236.5		
Subtotal Labor Cost per Firm						\$33,632	\$0.00	\$33,632
Direct Costs (3%)						\$1,009		\$1,009
Total Cost								\$34,641

We are pleased to again have the opportunity to work with RDA again. We are prepared to begin work upon receipt of a signed contract.

Sincerely,



Connie Fan, ASLA, LEED AP
Principal

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

Meeting Date: 4/14/2025

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>
Subject	Approval of Monthly Financial Reports - January FY25
Issue	
Recommendation	
Fiscal Implications	See Attached Reports
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	A. Stanger, Executive Assistant	Telephone:	804-966-9683
Copy provided to:			

ATTACHMENTS:

Description	Type
General Fund Revenue - January FY25 (PDF)	Cover Memo
General Fund Expenditures - January FY25 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Stanger, Amanda	Approved	4/1/2025 - 2:54 PM
Administration	Hathaway, Rodney	Approved	4/1/2025 - 3:22 PM
Attorney	Everard, Joshua	Approved	4/1/2025 - 4:10 PM

YTD Available Budget Report

Account Number	Account Desc	Original Budget	Transfers	Revised Budget	YTD Actuals	Encumbrances	Available Budget	% Used
1101 GENERAL FUND		(74,521,244.00)	(1,388,242.58)	(75,909,486.58)	(63,218,393.99)	(958.71)	(12,690,133.88)	83.28 %
110101 PROP TX		(30,718,581.00)	0.00	(30,718,581.00)	(30,577,754.14)	0.00	(140,826.86)	99.54 %
		(30,718,581.00)	0.00	(30,718,581.00)	(30,577,754.14)	0.00	(140,826.86)	99.54 %
110102 PS CORP TX		(1,398,244.00)	0.00	(1,398,244.00)	(1,469,390.60)	0.00	71,146.60	105.09 %
		(1,398,244.00)	0.00	(1,398,244.00)	(1,469,390.60)	0.00	71,146.60	105.09 %
110103 PP TX		(11,198,521.00)	0.00	(11,198,521.00)	(9,266,247.72)	0.00	(1,932,273.28)	82.75 %
		(11,198,521.00)	0.00	(11,198,521.00)	(9,266,247.72)	0.00	(1,932,273.28)	82.75 %
110104 M & T TX		(62,987.00)	0.00	(62,987.00)	(76,771.23)	0.00	13,784.23	121.88 %
		(62,987.00)	0.00	(62,987.00)	(76,771.23)	0.00	13,784.23	121.88 %
110106 PEN & INT		(535,000.00)	0.00	(535,000.00)	(432,362.00)	0.00	(102,638.00)	80.82 %
		(535,000.00)	0.00	(535,000.00)	(432,362.00)	0.00	(102,638.00)	80.82 %
110201 SALES USE		(3,500,000.00)	0.00	(3,500,000.00)	(1,562,353.09)	0.00	(1,937,646.91)	44.64 %
		(3,500,000.00)	0.00	(3,500,000.00)	(1,562,353.09)	0.00	(1,937,646.91)	44.64 %
110202 C UTIL TX		(289,675.00)	0.00	(289,675.00)	(154,298.67)	0.00	(135,376.33)	53.27 %
		(289,675.00)	0.00	(289,675.00)	(154,298.67)	0.00	(135,376.33)	53.27 %
110203 BUS LIC TX		(1,590,519.00)	0.00	(1,590,519.00)	(589,976.79)	0.00	(1,000,542.21)	37.09 %
		(1,590,519.00)	0.00	(1,590,519.00)	(589,976.79)	0.00	(1,000,542.21)	37.09 %
110204 FRN LIC TX		(6,000.00)	0.00	(6,000.00)	0.00	0.00	(6,000.00)	0.00 %
		(6,000.00)	0.00	(6,000.00)	0.00	0.00	(6,000.00)	0.00 %
110205 MTR VEH TX		(758,288.00)	0.00	(758,288.00)	(624,814.28)	0.00	(133,473.72)	82.40 %
		(758,288.00)	0.00	(758,288.00)	(624,814.28)	0.00	(133,473.72)	82.40 %
110206 BNK STK TX		(120,000.00)	0.00	(120,000.00)	0.00	0.00	(120,000.00)	0.00 %
		(120,000.00)	0.00	(120,000.00)	0.00	0.00	(120,000.00)	0.00 %
110207 RC & WL TX		(800,000.00)	0.00	(800,000.00)	(390,333.86)	0.00	(409,666.14)	48.79 %
		(800,000.00)	0.00	(800,000.00)	(390,333.86)	0.00	(409,666.14)	48.79 %
110209 ADMISS TX		0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
		0.00	0.00	0.00	0.00	0.00	0.00	0.00 %

YTD Available Budget Report

Account Number	Account Desc	Original Budget	Transfers	Revised Budget	YTD Actuals	Encumbrances	Available Budget	% Used
1101 GENERAL FUND		(74,521,244.00)	(1,388,242.58)	(75,909,486.58)	(63,218,393.99)	(958.71)	(12,690,133.88)	83.28 %
110210 ROOM TX		(56,800.00)	0.00	(56,800.00)	(24,644.60)	0.00	(32,155.40)	43.39 %
		(56,800.00)	0.00	(56,800.00)	(24,644.60)	0.00	(32,155.40)	43.39 %
110211 FOOD TX		(2,480,934.00)	0.00	(2,480,934.00)	(1,349,768.81)	0.00	(1,131,165.19)	54.41 %
		(2,480,934.00)	0.00	(2,480,934.00)	(1,349,768.81)	0.00	(1,131,165.19)	54.41 %
110218 OTHER LOC		0.00	0.00	0.00	(4,636.16)	0.00	4,636.16	100.00 %
		0.00	0.00	0.00	(4,636.16)	0.00	4,636.16	100.00 %
110301 ANML LIC		(11,000.00)	0.00	(11,000.00)	(5,408.00)	0.00	(5,592.00)	49.16 %
		(11,000.00)	0.00	(11,000.00)	(5,408.00)	0.00	(5,592.00)	49.16 %
110303 PRMTS&OTHR		(995,675.00)	0.00	(995,675.00)	(685,669.82)	0.00	(310,005.18)	68.86 %
		(995,675.00)	0.00	(995,675.00)	(685,669.82)	0.00	(310,005.18)	68.86 %
110401 FINES&FOR		(229,000.00)	(4,255.42)	(233,255.42)	(155,771.44)	0.00	(77,483.98)	66.78 %
		(229,000.00)	(4,255.42)	(233,255.42)	(155,771.44)	0.00	(77,483.98)	66.78 %
110501 REV FR MNY		(1,045,000.00)	0.00	(1,045,000.00)	(2,357,555.41)	0.00	1,312,555.41	225.60 %
		(1,045,000.00)	0.00	(1,045,000.00)	(2,357,555.41)	0.00	1,312,555.41	225.60 %
110502 REV FR PRP		(277,000.00)	0.00	(277,000.00)	(167,182.24)	0.00	(109,817.76)	60.35 %
		(277,000.00)	0.00	(277,000.00)	(167,182.24)	0.00	(109,817.76)	60.35 %
110601 CRT COSTS		(224,550.00)	0.00	(224,550.00)	(116,842.74)	0.00	(107,707.26)	52.03 %
		(224,550.00)	0.00	(224,550.00)	(116,842.74)	0.00	(107,707.26)	52.03 %
110602 CW ATY FEE		(2,000.00)	0.00	(2,000.00)	(1,638.40)	0.00	(361.60)	81.90 %
		(2,000.00)	0.00	(2,000.00)	(1,638.40)	0.00	(361.60)	81.90 %
110606 OTHR PROT		(6,100.00)	0.00	(6,100.00)	(3,521.47)	0.00	(2,578.53)	57.72 %
		(6,100.00)	0.00	(6,100.00)	(3,521.47)	0.00	(2,578.53)	57.72 %
110608 WASTE RMVL		(31,100.00)	0.00	(31,100.00)	(21,956.07)	0.00	(9,143.93)	70.60 %
		(31,100.00)	0.00	(31,100.00)	(21,956.07)	0.00	(9,143.93)	70.60 %
110612 P & R CHGS		(245,000.00)	(8,172.00)	(253,172.00)	(187,300.00)	0.00	(65,872.00)	73.98 %
		(245,000.00)	(8,172.00)	(253,172.00)	(187,300.00)	0.00	(65,872.00)	73.98 %

YTD Available Budget Report

Account Number	Account Desc	Original Budget	Transfers	Revised Budget	YTD Actuals	Encumbrances	Available Budget	% Used
1101 GENERAL FUND		(74,521,244.00)	(1,388,242.58)	(75,909,486.58)	(63,218,393.99)	(958.71)	(12,690,133.88)	83.28 %
110615 PLNG CM DV		(800.00)	0.00	(800.00)	(100.00)	0.00	(700.00)	12.50 %
		(800.00)	0.00	(800.00)	(100.00)	0.00	(700.00)	12.50 %
110918 MISC INC		(29,500.00)	(177,776.90)	(207,276.90)	(255,710.83)	0.00	48,433.93	123.37 %
		(29,500.00)	(177,776.90)	(207,276.90)	(255,710.83)	0.00	48,433.93	123.37 %
110919 RCVRD CSTS		(670,280.00)	(223,899.38)	(894,179.38)	(533,087.14)	(958.71)	(360,133.53)	59.72 %
		(670,280.00)	(223,899.38)	(894,179.38)	(533,087.14)	(958.71)	(360,133.53)	59.72 %
110922 S NON CATG		(14,829,067.00)	0.00	(14,829,067.00)	(10,930,392.26)	0.00	(3,898,674.74)	73.71 %
		(14,829,067.00)	0.00	(14,829,067.00)	(10,930,392.26)	0.00	(3,898,674.74)	73.71 %
110923 SHRD EXPNS		(2,244,324.00)	0.00	(2,244,324.00)	(1,058,735.15)	0.00	(1,185,588.85)	47.17 %
		(2,244,324.00)	0.00	(2,244,324.00)	(1,058,735.15)	0.00	(1,185,588.85)	47.17 %
110924 S CATG AID		(103,790.00)	0.00	(103,790.00)	(194,041.87)	0.00	90,251.87	186.96 %
		(103,790.00)	0.00	(103,790.00)	(194,041.87)	0.00	90,251.87	186.96 %
110933 F CATG AID		(61,509.00)	(5,273.97)	(66,782.97)	(18,104.20)	0.00	(48,678.77)	27.11 %
		(61,509.00)	(5,273.97)	(66,782.97)	(18,104.20)	0.00	(48,678.77)	27.11 %
110934 SURP PROP		0.00	0.00	0.00	(2,025.00)	0.00	2,025.00	100.00 %
		0.00	0.00	0.00	(2,025.00)	0.00	2,025.00	100.00 %
110948 FND BAL		0.00	(890,864.91)	(890,864.91)	0.00	0.00	(890,864.91)	0.00 %
		0.00	(890,864.91)	(890,864.91)	0.00	0.00	(890,864.91)	0.00 %
110949 TRANSFERS		0.00	(78,000.00)	(78,000.00)	0.00	0.00	(78,000.00)	0.00 %
		0.00	(78,000.00)	(78,000.00)	0.00	0.00	(78,000.00)	0.00 %
Grand Total:		(74,521,244.00)	(1,388,242.58)	(75,909,486.58)	(63,218,393.99)	(958.71)	(12,690,133.88)	83.28 %

YTD Available Budget Report

Account Number	Account Desc	Original Budget	Transfers	Revised Budget	YTD Actuals	Encumbrances	Available Budget	% Used
1101 GENERAL FUND		74,521,244.00	1,388,242.58	75,909,486.58	29,371,704.50	421,522.40	46,116,259.68	39.25 %
11110100 BRD SUP		148,694.00	96,950.12	245,644.12	144,090.03	18,859.61	82,694.48	66.34 %
		148,694.00	96,950.12	245,644.12	144,090.03	18,859.61	82,694.48	66.34 %
11110200 CLERK BD		933,482.00	(109,558.12)	823,923.88	397,163.20	19,863.99	406,896.69	50.61 %
		933,482.00	(109,558.12)	823,923.88	397,163.20	19,863.99	406,896.69	50.61 %
11121700 PROCURMT		0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
		0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
11122100 COUNTY AT		375,549.00	26,833.41	402,382.41	196,517.73	45,643.41	160,221.27	60.18 %
		375,549.00	26,833.41	402,382.41	196,517.73	45,643.41	160,221.27	60.18 %
11122200 HR		520,669.00	2,658.96	523,327.96	297,141.82	70,335.18	155,850.96	70.22 %
		520,669.00	2,658.96	523,327.96	297,141.82	70,335.18	155,850.96	70.22 %
11123100 COR		1,038,879.00	0.00	1,038,879.00	569,928.09	0.00	468,950.91	54.86 %
		1,038,879.00	0.00	1,038,879.00	569,928.09	0.00	468,950.91	54.86 %
11123300 EQ BOARD		775.00	0.00	775.00	0.64	0.00	774.36	0.13 %
		775.00	0.00	775.00	0.64	0.00	774.36	0.13 %
11124100 TREASURER		505,496.00	0.00	505,496.00	331,504.86	405.00	173,586.14	65.66 %
		505,496.00	0.00	505,496.00	331,504.86	405.00	173,586.14	65.66 %
11124200 FINANCE		812,956.00	0.00	812,956.00	459,456.63	5,090.00	348,409.37	57.14 %
		812,956.00	0.00	812,956.00	459,456.63	5,090.00	348,409.37	57.14 %
11125100 IT		988,974.00	(15,632.25)	973,341.75	617,245.24	117,132.00	238,964.51	75.45 %
		988,974.00	(15,632.25)	973,341.75	617,245.24	117,132.00	238,964.51	75.45 %
11125300 CNT PURCH		522,265.00	(22,500.00)	499,765.00	419,545.12	9,173.82	71,046.06	85.78 %
		522,265.00	(22,500.00)	499,765.00	419,545.12	9,173.82	71,046.06	85.78 %
11131000 ELECT BRD		10,454.00	0.00	10,454.00	4,099.73	0.00	6,354.27	39.22 %
		10,454.00	0.00	10,454.00	4,099.73	0.00	6,354.27	39.22 %
11132000 REGISTRAR		478,373.00	0.00	478,373.00	215,690.86	5,741.25	256,940.89	46.29 %
		478,373.00	0.00	478,373.00	215,690.86	5,741.25	256,940.89	46.29 %

YTD Available Budget Report

Account Number	Account Desc	Original Budget	Transfers	Revised Budget	YTD Actuals	Encumbrances	Available Budget	% Used
1101 GENERAL FUND		74,521,244.00	1,388,242.58	75,909,486.58	29,371,704.50	421,522.40	46,116,259.68	39.25 %
11211000 CC JUDGE		99,532.00	0.00	99,532.00	54,631.81	0.00	44,900.19	54.89 %
		99,532.00	0.00	99,532.00	54,631.81	0.00	44,900.19	54.89 %
11212000 GEN DST CT		23,650.00	0.00	23,650.00	7,956.94	216.00	15,477.06	34.56 %
		23,650.00	0.00	23,650.00	7,956.94	216.00	15,477.06	34.56 %
11213000 MAGISTRATE		2,500.00	0.00	2,500.00	0.00	0.00	2,500.00	0.00 %
		2,500.00	0.00	2,500.00	0.00	0.00	2,500.00	0.00 %
11215000 JDR COURT		8,120.00	0.00	8,120.00	2,730.90	285.00	5,104.10	37.14 %
		8,120.00	0.00	8,120.00	2,730.90	285.00	5,104.10	37.14 %
11216000 CLERK CC		521,438.00	0.00	521,438.00	246,433.49	150.00	274,854.51	47.29 %
		521,438.00	0.00	521,438.00	246,433.49	150.00	274,854.51	47.29 %
11217000 SH COURTS		1,136,633.00	1,183.00	1,137,816.00	667,552.64	405.00	469,858.36	58.71 %
		1,136,633.00	1,183.00	1,137,816.00	667,552.64	405.00	469,858.36	58.71 %
11219000 VCTM ASST		124,135.00	0.00	124,135.00	62,457.16	0.00	61,677.84	50.31 %
		124,135.00	0.00	124,135.00	62,457.16	0.00	61,677.84	50.31 %
11221000 COMM ATTNY		649,651.00	0.00	649,651.00	350,430.71	810.00	298,410.29	54.07 %
		649,651.00	0.00	649,651.00	350,430.71	810.00	298,410.29	54.07 %
11312000 *SHERIFF*		5,678,132.00	141,423.77	5,819,555.77	3,257,021.09	810.00	2,561,724.68	55.98 %
		5,678,132.00	141,423.77	5,819,555.77	3,257,021.09	810.00	2,561,724.68	55.98 %
11314000 E911 SYS		1,417,111.00	0.00	1,417,111.00	609,616.12	405.00	807,089.88	43.05 %
		1,417,111.00	0.00	1,417,111.00	609,616.12	405.00	807,089.88	43.05 %
11317000 PRIS CONF		1,447,680.00	5,489.28	1,453,169.28	563,622.00	0.00	889,547.28	38.79 %
		1,447,680.00	5,489.28	1,453,169.28	563,622.00	0.00	889,547.28	38.79 %
11318000 SH COMM SY		609,895.00	8,495.00	618,390.00	449,947.90	58,799.74	109,642.36	82.27 %
		609,895.00	8,495.00	618,390.00	449,947.90	58,799.74	109,642.36	82.27 %
11321000 FR EMER MN		7,849,668.00	574,159.70	8,423,827.70	4,900,613.70	23,265.73	3,499,948.27	58.45 %
		7,849,668.00	574,159.70	8,423,827.70	4,900,613.70	23,265.73	3,499,948.27	58.45 %

YTD Available Budget Report

Account Number	Account Desc	Original Budget	Transfers	Revised Budget	YTD Actuals	Encumbrances	Available Budget	% Used
1101 GENERAL FUND		74,521,244.00	1,388,242.58	75,909,486.58	29,371,704.50	421,522.40	46,116,259.68	39.25 %
11321500 FREM PREP		65,271.00	4,506.80	69,777.80	51,654.34	0.00	18,123.46	74.03 %
		65,271.00	4,506.80	69,777.80	51,654.34	0.00	18,123.46	74.03 %
11323000 FIRE AM RE		0.00	28,837.92	28,837.92	35,527.43	0.00	(6,689.51)	123.20 %
		0.00	28,837.92	28,837.92	35,527.43	0.00	(6,689.51)	123.20 %
11324000 STATE FORS		6,954.00	0.00	6,954.00	6,954.00	0.00	0.00	100.00 %
		6,954.00	0.00	6,954.00	6,954.00	0.00	0.00	100.00 %
11333000 CT SRV UNT		138,586.00	0.00	138,586.00	105,780.77	0.00	32,805.23	76.33 %
		138,586.00	0.00	138,586.00	105,780.77	0.00	32,805.23	76.33 %
11334000 CORCTN DET		42,114.00	0.00	42,114.00	31,585.50	0.00	10,528.50	75.00 %
		42,114.00	0.00	42,114.00	31,585.50	0.00	10,528.50	75.00 %
11341000 BLD INSP		656,709.00	(78,588.00)	578,121.00	276,300.30	300.00	301,520.70	47.84 %
		656,709.00	(78,588.00)	578,121.00	276,300.30	300.00	301,520.70	47.84 %
11351000 SH-ANML PR		542,370.00	60,596.23	602,966.23	343,082.46	0.00	259,883.77	56.90 %
		542,370.00	60,596.23	602,966.23	343,082.46	0.00	259,883.77	56.90 %
11423000 REFUSE CLC		1,271,008.00	0.00	1,271,008.00	687,089.36	0.00	583,918.64	54.06 %
		1,271,008.00	0.00	1,271,008.00	687,089.36	0.00	583,918.64	54.06 %
11432000 BLDG & GRN		1,393,344.00	16,877.00	1,410,221.00	735,300.13	19,305.00	655,615.87	53.51 %
		1,393,344.00	16,877.00	1,410,221.00	735,300.13	19,305.00	655,615.87	53.51 %
11512000 SPL HLTH D		391,416.00	0.00	391,416.00	293,562.00	0.00	97,854.00	75.00 %
		391,416.00	0.00	391,416.00	293,562.00	0.00	97,854.00	75.00 %
11525000 CH 10 BRD		145,000.00	0.00	145,000.00	108,750.00	0.00	36,250.00	75.00 %
		145,000.00	0.00	145,000.00	108,750.00	0.00	36,250.00	75.00 %
11532300 AR AG AGNG		5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	100.00 %
		5,000.00	0.00	5,000.00	5,000.00	0.00	0.00	100.00 %
11536000 AGENCY DON		19,500.00	0.00	19,500.00	19,500.00	0.00	0.00	100.00 %
		19,500.00	0.00	19,500.00	19,500.00	0.00	0.00	100.00 %

YTD Available Budget Report

Account Number	Account Desc	Original Budget	Transfers	Revised Budget	YTD Actuals	Encumbrances	Available Budget	% Used
1101 GENERAL FUND		74,521,244.00	1,388,242.58	75,909,486.58	29,371,704.50	421,522.40	46,116,259.68	39.25 %
11681000 COMM COLL		5,356.00	0.00	5,356.00	5,356.00	0.00	0.00	100.00 %
		5,356.00	0.00	5,356.00	5,356.00	0.00	0.00	100.00 %
11711000 P&R ADMIN		459,855.00	0.00	459,855.00	238,408.37	8,972.67	212,473.96	53.80 %
		459,855.00	0.00	459,855.00	238,408.37	8,972.67	212,473.96	53.80 %
11715000 REC PRGM		543,732.00	20,491.65	564,223.65	214,022.25	0.00	350,201.40	37.93 %
		543,732.00	20,491.65	564,223.65	214,022.25	0.00	350,201.40	37.93 %
11726200 CLTRL ENR		5,000.00	2,250.00	7,250.00	7,250.00	0.00	0.00	100.00 %
		5,000.00	2,250.00	7,250.00	7,250.00	0.00	0.00	100.00 %
11726300 FINE ARTS		10,000.00	0.00	10,000.00	7,500.00	0.00	2,500.00	75.00 %
		10,000.00	0.00	10,000.00	7,500.00	0.00	2,500.00	75.00 %
11732200 LIBRARY		228,855.00	0.00	228,855.00	171,641.25	0.00	57,213.75	75.00 %
		228,855.00	0.00	228,855.00	171,641.25	0.00	57,213.75	75.00 %
11811000 PLN & ZNNG		522,233.00	(74,157.00)	448,076.00	220,583.85	13,775.00	213,717.15	52.30 %
		522,233.00	(74,157.00)	448,076.00	220,583.85	13,775.00	213,717.15	52.30 %
11811100 PLN COMM		36,674.00	0.00	36,674.00	18,013.71	0.00	18,660.29	49.12 %
		36,674.00	0.00	36,674.00	18,013.71	0.00	18,660.29	49.12 %
11811200 HIST COMM		450.00	0.00	450.00	0.00	0.00	450.00	0.00 %
		450.00	0.00	450.00	0.00	0.00	450.00	0.00 %
11812000 COM DEV AD		0.00	234,336.00	234,336.00	123,117.37	0.00	111,218.63	52.54 %
		0.00	234,336.00	234,336.00	123,117.37	0.00	111,218.63	52.54 %
11814000 BRD ZN AP		4,600.00	0.00	4,600.00	4,638.65	0.00	(38.65)	100.85 %
		4,600.00	0.00	4,600.00	4,638.65	0.00	(38.65)	100.85 %
11815000 ECON DEV		380,575.00	165,125.00	545,700.00	318,440.03	810.00	226,449.97	58.50 %
		380,575.00	165,125.00	545,700.00	318,440.03	810.00	226,449.97	58.50 %
11816500 PLUMPOINT		0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
		0.00	0.00	0.00	0.00	0.00	0.00	0.00 %

YTD Available Budget Report

Account Number	Account Desc	Original Budget	Transfers	Revised Budget	YTD Actuals	Encumbrances	Available Budget	% Used
1101 GENERAL FUND		74,521,244.00	1,388,242.58	75,909,486.58	29,371,704.50	421,522.40	46,116,259.68	39.25 %
11817000 WTLND BRD		3,300.00	0.00	3,300.00	351.09	0.00	2,948.91	10.64 %
		3,300.00	0.00	3,300.00	351.09	0.00	2,948.91	10.64 %
11818000 AFD		4,700.00	0.00	4,700.00	24.32	0.00	4,675.68	0.51 %
		4,700.00	0.00	4,700.00	24.32	0.00	4,675.68	0.51 %
11823500 ENV COM DE		500,843.00	(81,591.00)	419,252.00	224,843.00	969.00	193,440.00	53.86 %
		500,843.00	(81,591.00)	419,252.00	224,843.00	969.00	193,440.00	53.86 %
11824000 SOIL WTR		22,450.00	0.00	22,450.00	16,837.50	0.00	5,612.50	75.00 %
		22,450.00	0.00	22,450.00	16,837.50	0.00	5,612.50	75.00 %
11830500 COOP EXT		68,921.00	155.00	69,076.00	15,666.96	0.00	53,409.04	22.68 %
		68,921.00	155.00	69,076.00	15,666.96	0.00	53,409.04	22.68 %
11914000 RSVRD CONT		300,000.00	(82,562.00)	217,438.00	0.00	0.00	217,438.00	0.00 %
		300,000.00	(82,562.00)	217,438.00	0.00	0.00	217,438.00	0.00 %
11915000 EMPLOEXP		3,300.00	0.00	3,300.00	16.98	0.00	3,283.02	0.52 %
		3,300.00	0.00	3,300.00	16.98	0.00	3,283.02	0.52 %
11918000 DISRECOVERY		0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
		0.00	0.00	0.00	0.00	0.00	0.00	0.00 %
11931000 TRNS OTHR		40,838,417.00	462,462.11	41,300,879.11	10,259,508.47	0.00	31,041,370.64	24.84 %
		40,838,417.00	462,462.11	41,300,879.11	10,259,508.47	0.00	31,041,370.64	24.84 %
Grand Total:		74,521,244.00	1,388,242.58	75,909,486.58	29,371,704.50	421,522.40	46,116,259.68	39.25 %

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

Meeting Date: 4/14/2025

Refunds

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
<p>Subject</p>	<p>REFUND - Real Estate Tax - Veteran Exemption - \$7,985.27</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>	

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

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: 4/14/2025

Reason for refund	Veteran exempt as of 3/16/23.		
Refund Amount	7,985.27		
Name and complete mailing address for refund recipient			
Line item identification and breakdown	2024 - \$4,332.96 2023 (land) - \$198.03 2023 (supp) - \$3,454.28		
Request prepared by:	Shannon McLaughlin	Telephone:	804-966-9609
Date of Request:	3/12/2025		

REVIEWERS:

Department	Reviewer	Action	Date
Commissioner of Revenue	McLaughlin, Shannon	Approved	3/12/2025 - 10:55 AM
Administration	Hathaway, Rodney	Approved	3/19/2025 - 12:13 PM
Attorney	Everard, Joshua	Approved	3/19/2025 - 1:24 PM

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

Meeting Date: 4/14/2025

Refunds

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
<p>Subject</p>	<p>REFUND - Real Estate Tax - Veteran Exemption - \$6,049.03</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>	

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

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: 4/14/2025

Reason for refund	Veteran exempt as of 5/23/23		
Refund Amount	\$6,049.03		
Name and complete mailing address for refund recipient			
Line item identification and breakdown	2024 - \$3,873.35 2023 - \$2,175.68		
Request prepared by:	Shannon McLaughlin	Telephone:	804-966-9609
Date of Request:	3/12/2025		

REVIEWERS:

Department	Reviewer	Action	Date
Commissioner of Revenue	McLaughlin, Shannon	Approved	3/12/2025 - 10:55 AM
Administration	Hathaway, Rodney	Approved	3/19/2025 - 12:12 PM
Attorney	Everard, Joshua	Approved	3/19/2025 - 1:28 PM

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

Meeting Date: 4/14/2025

Refunds

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
<p>Subject</p>	<p>REFUND- Personal Property Tax- Rolling Stock Railroad 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>	

<p>Time Needed:</p>		<p>Person Appearing:</p>	
<p>Request prepared by:</p>	<p>Caroline Meade</p>	<p>Telephone:</p>	<p>804-966-9682</p>
<p>Copy provided to:</p>			

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: 4/14/2025

Reason for refund	Norfolk Southern Railway Co Exempt from taxation under VA Code 58.1-2655		
Refund Amount	3,020.88		
Name and complete mailing address for refund recipient	Norfolk Southern Railway Co 9000 Executive Park Dr Suite A 115 Knoxville TN 37923		
Line item identification and breakdown	2022-732.38 2023-2,288.50		
Request prepared by:	Caroline Meade	Telephone:	804-966-9682
Date of Request:	3/17/2025		

REVIEWERS:

Department	Reviewer	Action	Date
Commissioner of Revenue	McLaughlin, Shannon	Approved	3/17/2025 - 11:06 AM
Administration	Hathaway, Rodney	Approved	3/19/2025 - 12:13 PM
Attorney	Everard, Joshua	Approved	3/19/2025 - 2:40 PM

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

Meeting Date: 4/14/2025

Refunds

<p>Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)</p>	<p>approve the Consent Agenda as presented and that it be made a part of the record.</p> <p>or</p> <p>I move to approve the Consent Agenda as presented and that it be made a part of the record, with the following changes:</p>
<p>Subject</p>	<p>REFUND - Application for Street Designation for Golf Cart & Utility Vehicle Use, Deborah Joy Langdon & Roy Patrick Langdon, II - \$250.00</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:	NA	Person Appearing:	NA
Request prepared by:	Rodney Hathaway, County Administrator	Telephone:	(804) 966-9683
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: 4/14/2025

Reason for refund	Application for Street Designation for Golf Cart & Utility Vehicle Use was withdrawn because neighborhood does not qualify for requested designation.		
Refund Amount	\$250.00		
Name and complete mailing address for refund recipient	Roy Patrick Langdon, II 7438 Southamptonsire Way New Kent, VA 23124		
Line item identification and breakdown	Budget Code: MISCP - \$250.00		
Request prepared by:	Rodney Hathaway, County Administrator	Telephone:	(804) 966-9683
Date of Request:	3/31/2025		

ATTACHMENTS:

Description
Application (PDF)

Type
Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	3/31/2025 - 4:14 PM
Administration	Hathaway, Rodney	Approved	3/31/2025 - 4:14 PM
Attorney	Everard, Joshua	Approved	3/31/2025 - 4:15 PM



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: Deborah Joy Langdon
Roy Patrick Langdon II
Address: 7438 Southamptonshire Way Phone: (434) 258-8414
City: New Kent State: VA Zip: 23124

Street(s) to be Considered for Designation

1. Name: See attached list 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: Deborah Joy Langdon debjyski@gmail.com
Date: 2/26/2025

Office Use Only

\$250.00 Application Fee Received: Check # _____ Date: _____

Is a petition required per New Kent County Code Section 70-193(a)(2)? Yes/No If so, is it attached? Yes/No

Public Hearing Date: _____

Approved/Disapproved: _____

Southamptonshire Way Faison Lane
W. Danube Loop Uplands Drive
E. Danube Loop Cress Terrace
Medalist Lane Lovegrass Terrace
Four Seasons Ridge Lane Arbor Marsh Terrace
Peyton Randolph Lane
George Wythe Lane
Sir Wyatt Drive
Baron Berkley Lane
Lyon Taylor Road.
Summer Morning Drive
Autumn Leaves Lane
Winter Fog Drive
Spring Thaw Lane
E. Lord Botetourt Loop
Rockbridge Run Place
Robert Dimwiddie Terrace
James Blair Lane
W. Lord Botetourt Loop
New Arbor Drive
Arbor Ponds Ct.
Arbor Ponds Terr.
Eagle Circle
Sedge Drive



The Groves at New Kent Golf Cart Registration

The Board of Directors of Four Seasons at New Kent Vineyards COA has approved Golf Cart Usage for residents of the community. Registration is required with the Association prior to golf cart use on community roadways. Residents shall be in good standing with the Association, and have proof of insurance with the limits outlined in the Golf Cart Rules below.

Resident Information

Name: Roy & Deborah Langdon
Street Address: 7438 Southamptonshire Way
Phone: (434) 258-8414
Email: debjoyski@gmail.com

Golf Cart Rules

- A. Golf carts must obey all traffic laws and regulations.
- B. No golf cart may be operated at speeds in excess of 25 miles per hour.
- C. No person shall operate any golf cart within the community unless a valid driver's license is in the operator's possession.
- D. While being operated, golf carts must always display a slow-moving vehicle emblem that conforms with Section 46.2-1081 of the Code of Virginia.
- E. Golf carts shall only be operated between sunrise and sunset, unless equipped with lights required by Section 46.2-1010 et seq. of the Code of Virginia, such as, but not limited to, headlights, brake lights, and reflector tape and/or reflective lights.
- F. Golf carts must be driven on roadways and may not be operated on sidewalks, walking trails, or grass.
- G. Golf carts must be operated in the right lane sufficiently close to the edge of the roadway to allow motor vehicles to pass on the left.
- H. Golf cart operators must yield and provide reasonable right of way to pedestrians and bicyclists.
- I. Golf cart operators must signal when turning. If electronic turn signals are not equipped, standard hand signals must be observed.
- J. Nothing shall be pulled behind a golf cart at any time for any reason.
- K. Golf cart owners and operators are personally responsible for personal injuries to themselves and others and for damage caused to the property of others.
- L. All golf carts must be equipped with side-view and/or rear-view mirrors.

Name: <u>Deborah Langdon</u>			Date: <u>2-26-2025</u>			
Application Fee Calculation Sheet						
Budget Code:	Application Type:	Fee:	Budget Code:	Application Type:	Fee:	
AFDA	Agricultural & Forestal District		MSLC	Miscellaneous		
CODE	Sale of Code Books/Plans		OLIC	Other Permits & Licenses		
CONV	Conditional Use Permit		REZO	Rezoning		
HCONV	Home Occupations CUP		RNSS	Street Sign Reimbursement		
LDR	Legal Document Review Fee		SPRP	Site Plan Review		
MAPS	Sale of Maps		SUBD	Subdivision Review		
MATL	Sale of Other Material		ZONA	Zoning Appeal		
MMF	Map Maintenance Fee		ZONI	Zoning/Certificate of Zoning		
MMF	Map Maintenance Fee		MISCP	Golf Cart Street Designation	250.00	
					TOTAL	250.00

[Signature] 2-26-2025

New Kent County
TREASURER DEPARTMENT
12007 Courthouse Circle
New Kent, VA 23124-2242
+1 (804) 966-9515
We!come

02/26/2025 01:37PM Hilary W.
004257-0006

MISCELLANEOUS
GOLF CART STREET
DESIGNATION (MISCP)
2025 Item: MISCP
1 @ \$250.0000
GOLF CART STREET
DESIGNATION (MISCP) \$250.00

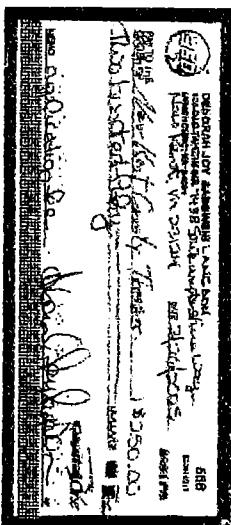
Subtotal \$250.00
Total \$250.00

CHECK \$250.00
Check Number 0568

Change due \$0.00

Paid by: DEBORAH LANGDON

Comments: CAPITAL ONE



Thank you for your payment

CUSTOMER COPY

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

Meeting Date: 4/14/2025

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. or 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>FY25 Supplemental Appropriations</p>
<p>Issue</p>	
<p>Recommendation</p>	
<p>Fiscal Implications</p>	<ol style="list-style-type: none"> 1. Animal Shelter Donations - \$680. 2. Gifts & Donations – Fire-Rescue: Sieberling (\$50), Lang/Morris (\$200), Gross/Teagle (\$100), Patterson (\$25), Hale/Smith Jr. (\$25), J. C. Pallet Company, Inc. (\$1,000), Tegenborg (\$100.), Pugliese (\$50), White (\$75), Sheriff: New Kent County Sheriff’s Dept. – Child Safety Seat Fund (\$442.65), \$2,067.65. 3. Funds from VRSA Insurance – General Services: Claim #02-24-59654-1-PR, DOL 7/17/2024 – 9/19/2024 (\$5,012); Public Utilities: Claim #02-24-64467-2-PR, DOL 2/14/2025 – 3/13/2025 (\$570.27) and Sheriff: Claim #02-24-63877-1-AP, DOL 2/10/2025 (\$1,075.39), Claim #02-24-62521-1-AL, DOL 11/27/2024 (\$1,407.74), \$7,495.13. 4. Farmers Market - \$75. 5. Photo Speed Enforcement Funds - Blue Line Solutions LLC, \$11,005. 6. Restitution Funds - Sheriff: Martin & Carol Williams (\$45.88), Michael Morman (\$600),and Casie Ireland (\$1,774), \$2,419.88. 7. Litter Prevention and Recycling Grant - Virginia Department of Environmental Quality - \$11,097.07. 8. Opioid Abatement Program - \$3,361.55. 9. 2024 Emergency Management Performance Grant – Virginia Department of Emergency Management - \$27,932. 10. Virginia Department of Criminal Justice – Department of Criminal Justice - \$884. 11. Interest Income for 2022 W&S Bond – February - \$15,627.80. 12. Interest Income for EDA Series 2022 Lease Revenue Bond – February , \$19,503.73. 13. Sale of Surplus Ambulance – St. Thomas Rescue Organization - \$21,000

	14. TRIAD Grant Reimbursement – TRIAD Crime Prevention - \$2,500 (\$ 52,558.66) - Total In/Out – General Fund (1101) (\$ 5,861.55) - Total In/Out – Grant Fund (1106) (\$ 11,097.97) - Total In/Out – Litter (1115) (\$ 40,503.73) - Total In/Out – Capital (1302) (\$ 16,198.07) – Total In/Out – Water/Sewer (1514)
Policy Implications	
Legislative History	
Discussion	
Time Needed:	
Request prepared by:	A. Stanger, Executive Assistant
Copy provided to:	
Person Appearing:	
Telephone:	804-966-9683

ATTACHMENTS:

Description	Type
Supplemental Appropriations for 04142025 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Stanger, Amanda	Approved	4/2/2025 - 12:41 PM
Administration	Hathaway, Rodney	Approved	4/2/2025 - 4:00 PM
Attorney	Everard, Joshua	Approved	4/4/2025 - 12:25 PM

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Richard E. Lawrence, Director of Financial Services
Subject: FY25 Supplemental Appropriations For Munis (April 14, 2025 BOS Meeting)
Date: April 1, 2025

FY2024-2025

This memo is to request the following supplemental appropriations:

	Revenue	Expenditure
<u>To Appropriate Animal Shelter Donations</u>		
<i>Donations totaling \$680.00 received by the Sheriff's Department</i>		
REVENUE:		
110918-318402	\$ (680.00)	
Animal Shelter Donations		
EXPENDITURE:		
11351000-403190		\$ 680.00
Veterinarian Services		

To Appropriate Gifts & Donations

*Fire-Rescue: Sieberling (\$50.00), Lang/Morris (\$200.00), Gross/Teagle (\$100.00), Patterson (\$25.00), Hale/Smith Jr. (\$25.00), J.C. Pallet Company, Inc. (\$1,000.00), Tegenborg (\$100.00), Pugliese (\$50.00), White (\$75.00)
Sheriff: New Kent County Sheriff's Dept. - Child Safety Seat Fund (\$442.65)*

REVENUE:		
110918-318401	\$ (2,067.65)	
Gifts & Donations		
EXPENDITURE:		
11321000-405894		\$ 1,625.00
Public Education Donations - Fire		
11312000-406015		\$ 442.65
K9 Supplies and Other		

To Appropriate Funds Received from VRSA Insurance

*General Services: Claim # 02-24-59654-1-PR, DOL 7/17/2024 - 9/19/2024 (\$5,012.00)
Public Utilities: Claim # 02-24-64467-2-PR, DOL 2/14/2025 - 3/13/2025 (\$570.27)
Sheriff: Claim # 02-24-63877-1-AP, DOL 2/10/2025 (\$1,075.39);
Claim # 02-24-62521-1-AL, DOL 11/27/2024 (\$1,407.74)*

REVENUE:		
110918-318203	\$ (7,495.13)	
Insurance Recoveries		
370966-366107	\$ (570.27)	
Insurance Recoveries		
EXPENDITURE:		
11432000-405840		\$ 5,012.00
Insurance Damages/Recoveries		
11312000-405840		\$ 2,483.13
Insurance Damages/Recoveries		
37910300-405840		\$ 570.27
Insurance Damages/Recoveries		

To Appropriate Funds for Farmers Market

Registration Fee (\$75.00)

REVENUE:		
110918-318305	\$ (75.00)	
Farmers Market Reg. Fee		
EXPENDITURE:		
11110200-405843		\$ 75.00
Special Events		

To Appropriate Photo Speed Enforcement Funds

Blue Line Solutions LLC (\$11,005.00)

REVENUE:		
110401-314105	\$ (11,005.00)	
Photo Speed Enforcement		
EXPENDITURE:		
11312000-406019		\$ 11,005.00
Photo Speed Enforcement Supply		

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Richard E. Lawrence, Director of Financial Services
Subject: FY25 Supplemental Appropriations For Munis (April 14, 2025 BOS Meeting)
Date: April 1, 2025

FY2024-2025

This memo is to request the following supplemental appropriations:

	Revenue	Expenditure
<u>To Appropriate Restitution Funds</u>		
<i>Sheriff: Martin & Carol Williams (\$45.88), Michael Morman (\$600.00), Casie Ireland (\$1,774.00)</i>		
REVENUE:		
110918-318501	\$ (2,419.88)	
Restitution		
EXPENDITURE:		
11351000-403190	\$	2,419.88
Veterinarian Services		
<u>To Appropriate Litter Prevention and Recycling Grant</u>		
<i>Virginia Department of Environmental Quality</i>		
REVENUE:		
190924-324200-20703	\$ (11,097.07)	
Litter Control		
EXPENDITURE:		
19826000-405860	\$	11,097.07
Promotional		
<u>To Appropriate Opioid Abatement Program Funds</u>		
<i>Endo Public Opioid Trust Abatement Fund</i>		
REVENUE:		
130924-324200-12012	\$ (3,361.55)	
Opioid Abatement Program		
EXPENDITURE:		
13312000-405899-12012	\$	3,361.55
Opioid Abatement Program		
<u>To Appropriate 2024 Emergency Management Performance Grant</u>		
<i>Virginia Department of Emergency Management</i>		
REVENUE:		
110933-333300-30117	\$ (27,932.00)	
VDEM-LEMPG		
EXPENDITURE:		
11321000-408020	\$	27,932.00
VDEM LEMPG Grant Funds		
<u>To Appropriate Funds from the Virginia Department of Criminal Justice</u>		
<i>Department of Criminal Justice: (\$884.00)</i>		
REVENUE:		
110919-319204	\$ (884.00)	
Recovered Cost Misc.		
EXPENDITURE:		
11312000-401200	\$	884.00
Wages - Overtime Regular		
<u>To Appropriate Interest Income for 2022 W&S Bond</u>		
<i>February (\$15,627.80)</i>		
REVENUE:		
370961-361101	\$ (15,627.80)	
Interest on Investments		
EXPENDITURE:		
37940000-408642	\$	15,627.80
Solids Stabilization Dewatering		

Interoffice
MEMORANDUM

To: Rodney A. Hathaway, County Administrator
From: Richard E. Lawrence, Director of Financial Services
Subject: FY25 Supplemental Appropriations For Munis (April 14, 2025 BOS Meeting)
Date: April 1, 2025

FY2024-2025

This memo is to request the following supplemental appropriations:

	Revenue	Expenditure
<u>To Appropriate Interest Income for EDA Series 2022 Lease Revenue Bond</u>		
<i>February (\$19,503.73)</i>		
REVENUE:		
310501-315107	\$ (19,503.73)	
Interest on Bond Proceeds		
EXPENDITURE:		
31680000-458010		\$ 12,052.76
Historic School Campus-Renov		
31380000-438015		\$ 7,450.97
Animal Shelter		
<u>To Appropriate Funds Received for the Sale of a Surplus Ambulance</u>		
<i>St. Thomas Rescue Organization (\$21,000.00)</i>		
REVENUE:		
310934-334001	\$ (21,000.00)	
Sale of Surplus Property		
EXPENDITURE:		
31380000-438070		\$ 21,000.00
Ambulance Replacement		
<u>To Appropriate TRIAD Grant Reimbursement Funds</u>		
<i>TRIAD Crime Prevention (\$2,500.00)</i>		
REVENUE:		
130924-324200-20110	\$ (2,500.00)	
TRIAD Crime Prevention-Seniors		
EXPENDITURE:		
11312000-406045-20110		\$ 2,500.00
TRIAD Crime Prevention-Promotional		
	\$ (126,219.08)	\$ 126,219.08

\$ (52,558.66)	Total In/Out - General Fund (1101)
\$ (5,861.55)	Total In/Out - Grant Fund (1106)
\$ (11,097.07)	Total In/Out - Litter (1115)
\$ (40,503.73)	Total In/Out - Capital (1302)
\$ (16,198.07)	Total In/Out - Water/Sewer (1514)
-	Check
\$ 126,219.08	Total

cc: The Honorable Lee Bailey, Sheriff
Joey McLaughlin III, Chief Deputy
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
Josh Airaghi, Director of Community Development
Tracee McCleod, Community Development Office Manager
Carrie Weber, General Services Office Manager
Gary Martin, Director of General Services

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

Meeting Date: 4/14/2025

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	FY25 Interdepartmental Budget Transfers
Issue	
Recommendation	
Fiscal Implications	<ol style="list-style-type: none"> 1. Administration - From Contingency to Professional Services, \$3,564.47 2. Finance - From Colonial Downs Reserve for Future Projects to Transportation Facility Renovation, \$84,804.30
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	
Request prepared by:	A. Stanger, Executive Assistant	Telephone:	804-966-9683
Copy provided to:			

ATTACHMENTS:

Description	Type
Interdepartmental Budget Transfer - Admin 03.31.2025 (PDF)	Cover Memo
Interdepartmental Budget Transfer - Finance 03.31.2025 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
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Clerk	Stanger, Amanda	Approved	3/31/2025 - 2:37 PM
Administration	Hathaway, Rodney	Approved	3/31/2025 - 3:43 PM
Attorney	Everard, Joshua	Approved	3/31/2025 - 4:05 PM

BUDGET TRANSFER FORM

ACCOUNTING PERIOD:

Mar-25 **FY25**

BATCH #

REF #

[illegible]

Explanation for transfer: General Assembly Lobbying Services

Balance in Contingency - 166,109.53

RAH
PREPARE'S INITIALS

3/31/2025
DATE

FOR FINANCE OFFICE USE ONLY

CHECKED FOR FUNDS:

ENTERED: _____

POSTED: 2006-06-20 10:00:00

DEPARTMENT: Administration

DEPT HEAD SIGNATURE:

DATE: 2/8/2024

COUNTY ADMINISTRATOR APPROVAL:

BUDGET TRANSFER FORM

ACCOUNTING PERIOD:

Apr-25

BATCH #

REF #

[illegible]

Explanation for transfer:

SUPPORT THE FUEL PUMP SYSTEM AND THE ISLAND PEDESTAL REPLACEMENT AT THE VEHICLE MAINTENANCE FACILITY

NOTE: THIS TRANSFER WOULD BRING THE BALANCE REMAINING IN THE COLONIAL DOWNS RESERVE FOR FUTURE PROJECTS
TO \$2,612,577.70

REL	3/31/2025
INITIALS	DATE

CHECKED FOR FUNDS: _____

ENTERED: _____

POSTED: _____

DEPARTMENT: FINANCE

DEPT HEAD SIGNATURE:

DATE:

COUNTY ADMINISTRATOR APPROVAL:

Richard E. Lawrence

From: Haynie Morgheim <hmorgheim@nkcps.k12.va.us>
Sent: Friday, March 28, 2025 9:43 AM
To: Richard E. Lawrence
Cc: Rodney A. Hathaway
Subject: Re: Fuel Pump Replacement Request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Yes, that is correct. Tim had originally estimated this project much higher. They were able to work through a cooperative agreement to secure better pricing and he confirmed that it does include everything that is needed. Thank you for checking! Same project.

Haynie



HAYNIE MORGHEIM
Chief Administrative Officer

804-966-9650
hmorgheim@nkcps.k12.va.us
newkentschools.org

On Fri, Mar 28, 2025 at 9:24 AM Richard E. Lawrence <relawrence@newkent-va.us> wrote:

Good morning Haynie,

Quick question, I thought the anticipated cost was much higher for this project. Or am I thinking of a different project in the same area?

Richard E. Lawrence III

Director of Financial Services

12007 Courthouse Circle / PO Box 150

New Kent, VA 23124

(804) 966-9694 – Office

(804) 401-9493 – Cell



[Website: co.new-kent.va.us](http://co.new-kent.va.us)

From: Haynie Morgheim <hmorgheim@nkcps.k12.va.us>

Sent: Friday, March 28, 2025 9:04 AM

To: Rodney A. Hathaway <rahathaway@newkent-va.us>; Richard E. Lawrence <relawrence@newkent-va.us>

Subject: Fwd: Fuel Pump Replacement Request

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good morning, Gentlemen! I received the attached information from Mervin regarding the fuel pump system and island pedestal we had discussed a while back. Please see attached quote as well. Is this something that the county may be willing to consider funding at the next available opportunity? Please let me know if there is any additional information we can provide regarding this request. Thank you so much for your assistance and consideration of this project!

Have a great weekend!

Haynie



----- Forwarded message -----

From: **Mervin Hence** <mhence@nkcps.[k12.va.us](mailto:kh12.virginia.gov)>

Date: Mon, Mar 24, 2025 at 9:58 AM

Subject: Fuel Pump Replacement Request

To: Haynie Morgheim <hmorgheim@nkcps.[k12.va.us](mailto:kh12.virginia.gov)>, Jonathan Hochman
<jhochman@nkcps.[k12.va.us](mailto:kh12.virginia.gov)>, Tim Pollock <TPollock@nkcps.[k12.va.us](mailto:kh12.virginia.gov)>, Ricky Waters
<rwaters@nkcps.[k12.va.us](mailto:kh12.virginia.gov)>

Good Morning!

Haynie - Please see the attached memo requesting funding for the fuel pumps along with the quote for replacement.

Please let me know if you need anything else.

Mervin A Hence

Director of Pupil Transportation

New Kent County Public Schools

(804)966.9669 - Office

(804)966.8598 - Fax

To: Haynie Morgheim, Chief Administrative Officer
From: Mervin A. Hence, Director of Pupil Transportation
Subject: Fuel Pump Replacement
Date: March 21, 2025

I am writing to formally request the replacement of the fuel pump system and the Island pedestal at the Vehicle Maintenance Facility, 11899 Bassett Farm Road, New Kent VA, 23124. The current system has become outdated, resulting in frequent malfunctions, expensive repairs, and increasing difficulty in sourcing replacement parts. While this is a last-minute request, we were recently informed of parts no longer being available for this unit while it was being serviced.

The ongoing maintenance costs and downtime due to repairs are affecting operational efficiency and reliability. We service all New Kent County government-owned vehicles, and when the system goes down for an extended period, it forces county vehicles to fuel up at local fuel stations. There is an additional cost associated with fueling at fuel stations as we lose government pricing and pay a higher rate for fuel.

If our fuel system suffers an electrical malfunction with the pedestal, the vendor, Spatco, stated that it may not be repairable as they are no longer making parts for this unit. Upgrading to a modern fuel pump system will enhance service efficiency, reduce long-term maintenance expenses, and ensure compliance with updated industry standards.

Please see the attached quote. For a total replacement of our current fuel system, the cost will be \$84,804.30.

I kindly request your review and approval for the replacement of the current system. I am happy to provide further details or discuss available options at your convenience.

Sincerely,



Mervin A. Hence
Director of Pupil Transportation
New Kent County Public Schools



Ship-to Address
 NEW KENT TRANSPORTATION
 11899 BASSETT FARM ROAD
 NEW KENT VA 23124

Bill-to Address
 NEW KENT TRANSPORTATION
 ATTN: TIM POLLOCK
 804-641-1759
 TPOLLOCK@NEWKENTSCHOOLS.ORG
 11899 BASSETT FARM ROAD
 NEW KENT VA 23124

Quotation	
Number	20102308
Date	Mar 20, 2025
Reference Number	REV 2 03/20/2025
Customer Number	1069314
Valid from	Mar 20, 2025
Valid to	Apr 20, 2025
Sales Person	451, Knight, David
Sales Office	0045, Richmond

Currency USD

Conditions:

Terms of Payment: Net 30
 Terms of Delivery: FOB SHIPPING POINT

Contact: David Knight - Territory Manager
Office: (804)233-0896 Mobile: (804)614-7430
david.knight@spatco.com - www.spatco.com

Item	Item Detail
10	<p>Material: UPGRADE Labor to complete scope of work</p> <p><u>SPATCO ENERGY SOLUTIONS Scope of Work:</u></p> <p>SOURCEWELL CONTRACT #081524-TAN</p> <p>REMOVE (2) GASBOY MECHANICAL DIESEL DISPENSERS, AND (2) GASBOY MECHANICAL GASOLINE DISPENSERS, BOTH DUAL HOSE, SINGLE PRODUCT, AND REPLACE WITH NEW GASBOY ELECTRONIC ATLAS X DISPENSERS RE-USING EXISTING ELECTRICAL AND PRODUCT PIPING.</p> <p>INSTALL NEW HANGING HARDWARE ON EACH NEW DISPENSER. (1" HOSES AND 7H NOZZLES ON DIESEL). INSTALL EXISTING FUEL MODULES ON EACH NOZZLE.</p> <p>PURGE AND CALIBRATE EACH NEW HOSE. (8 HOSES, NO HIGH SPEED)</p> <p>REMOVE EXSISTING GASBOY ISLANDER PLUS CARD READER AND REPLACE WITH NEW GASBOY ISLANDER PRIME UNIT RE-USING EXISTING WIRING AND CONDUITS. NEW SYSTEM WILL BE (2) WIRE COMMUNICATIONS VERSUS PULSE OUTPUT ON OLD SYSTEM.</p> <p>TEST OPERATION.</p> <p>HAUL OLD EQUIPMENT TO THE RECYCLING CENTER.</p> <p>COMMISSION NEW EQUIPMENT WITH GASBOY. PROVIDE PAPERWORK TO THE CUSTOMER.</p>

THANK YOU FOR THE OPPORTUNITY TO QUOTE

Toll Free (800) 4-SPATCO (800) 477-2826 Fax 704-599-7700
 www.spatco.com

Item

Item Detail

NOTES:

ALL EXISTING EQUIPMENT, WIRING, AND PIPING MUST BE OPERATING AND MEET CURRENT CODES.

NO REPAIRS TO THE EXISTING EQUIPMENT, PIPING, OR WIRING INCLUDED.

PERMITS, IF REQUIRED ARE EXTRA.

CUSTOMER TO SUPPLY FORKLIFT FOR INSTALLATION OF NEW EQUIPMENT.

NO OTHER EQUIPMENT OTHER THAN THE QUOTED MATERIALS ARE INCLUDED.

Quote is good for 30 days, Due to volatility of market, material costs may increase before construction begins. If this is the case a change order will be required.

Quantity	UOM	Price	Extended price
1	EA	12,592.58	12,592.58
20	Material:	INSTALLATION PARTS	Installation - Contract Parts
Quantity	UOM	Price	Extended price
1	EA	165.44	165.44
30	Material:	GPD189	Gasboy Islander Prime
	FL-CEH0IP-00 Islander PRIME Electronic - Current Loop Interface		
	Z-FL0-PBS100 Islander PRIME Standard Pedestal Base		
	Z-FL0-MCR007 Islander PRIME Insert Mag Card Reader		
	Z-FL0-HRK169 Universal/Indala (Generic) HID Reader		
	FL-WGT001-00 Outdoor Wireless Gateway Terminals - Standard		
Quantity	UOM	Price	Extended price
1	EA	14,564.80	14,564.80
34	Material:	GPD189	Gasboy Fuelpoint Plus Site Equipment
	(4) Z-FL0-NRF035 nNR-F: Catlow Elite, OPW 11A/B, Husky 1A, Husky X, OPW DEF		
	(4) Z-FL0-NRF036 nNR-F: Catlow Max 1, OPW 7H, Husky 1+8, Husky HS, Catlow CM 21, OPW 1290		
Quantity	UOM	Price	Extended price
1	EA	4,819.20	4,819.20
35	Material:	GPD189	Gasboy Fuelpoint Plus Vehicle Equipment

Item	Item Detail		
	(150) Z-FL0-VTR021 Fuel Cube - antennae and security chip all-in-one		
	(25) Z-FL0-VTR001 Self Installed 70mm ring / 2.25 inches		
	Quantity	UOM	Price
	1	EA	11,060.00
			Extended price
			11,060.00
40	Material: GPD189 Gasboy 9853GXTW1 Electronic Dispenser		
	AX-9853T1-0D		
	9853GXTW1 DF - Twin - 1-Product, Side Load Electronic Dispenser		
	(2) Z-AT0-GEMT0G		
	9800: Totalizer, Elec. Mech. Accum (Gal) (per hose)		
	Z-WAT-980002		
	9800: Extended Warranty 2nd year		
	Quantity	UOM	Price
	4	EA	8,692.00
			Extended price
			34,768.00
50	Material: PK-EZR0400-8HS Hose Kit,11BP,3/4" UNL,Black,241TPS,Swiv		
	Hose Kit, 11BP, 3/4" UNL, Black, 241TPS, 68EZR, 8FtCurb, Swivel End Whip		
	Quantity	UOM	Price
	4	EA	475.12
			Extended price
			1,900.48
60	Material: 7HB-0100 OPW 1" Hi Flow Diesel Pres Nozzle-Green		
	Quantity	UOM	Price
	4	EA	228.36
			Extended price
			913.44
70	Material: 7HB-5100 Nozzle, Highflow, W/o Sprout Ring,Green		
	Quantity	UOM	Price
	4	EA	228.36
			Extended price
			913.44
80	Material: 68EZR-1010 1" REC Breakaway		
	Quantity	UOM	Price
	4	EA	190.17
			Extended price
			760.68
90	Material: 241TPS-1000 OPW 1" x 1" Multi-Plane Swivel		
	Quantity	UOM	Price
	4	EA	87.39
			Extended price
			349.56
100	Material: 123031C 1" X 9" WHIP HOSE CRIMPED COUPLING		
	Quantity	UOM	Price
	4	EA	33.07
			Extended price
			132.28
110	Material: 123201CC 1" X 8' HOSE CHROME ENDS		
	Quantity	UOM	Price
	4	EA	91.60
			Extended price
			366.40

Items Subtotal	83,306.30
Estimated Tax	0.00
Estimated Freight	1,498.00
Quotation Amount	84,804.30

Quotation Notes:

Sales tax exemption is pending receipt of a valid exemption certificate. Sales tax will be applied if the certificate is not received at time of order.

ACCEPTANCE AND EXPIRATION. This quotation, and Seller's offer described in it, will expire on the earlier of (1) 30 days after the date listed on quotation or (2) Seller's giving Buyer written notice that Seller has withdrawn this quotation, unless Buyer accepts this quotation, without any proposed changes, by executing this quotation in the space provided below and delivering it, and the Initial Payment (defined below) to Seller before that expiration. Buyer may not accept, and Seller will have no obligations under, this quotation after it expires.

Price and Initial Payment. The price for this Quote may not include all freight charges, taxes or permits. A deposit of 25% is due and payable with and is a condition of Buyer's acceptance of this quotation. Please note the required deposit may change depending on credit approval. Should the required deposit change, Buyer has the right to cancel this order upon 1 business days notice to Seller.

Terms and Conditions of Sale. This quotation is governed solely by Seller's terms and conditions of sale which are attached to this quotation. Seller's offer described in this quotation is expressly made conditional on Buyer's acceptance of all terms in this quotation, including the terms and conditions. No term of any purchase order or other document shall become a part of the agreement between the parties or bind Seller.

Date: _____

Customer (Signature): _____

Customer (Print): _____

SPATCO ENERGY SOLUTIONS, LLC
TERMS AND CONDITIONS

1. **Agreement.** The agreement between Seller and Buyer (this "Agreement") consists of the applicable quotation signed by both parties ("Quotation"), these terms and conditions, and the terms and conditions set forth on invoices delivered by Seller to Buyer. This Agreement shall become effective on the date Buyer executes and delivers it to Seller ("Effective Date"), subject to approval of Seller's credit manager.

2. **Price and Payments.**

a. **Invoices.** Seller will invoice Buyer for the cost of each item and all related taxes, insurance and freight charges on the earlier of, (i) the delivery of that Equipment to Buyer, or (ii) the delivery of that Equipment to Seller's warehouse for storage. Buyer will pay each invoice within stated invoice terms. Seller will give Buyer a credit against the initial amounts due under the Invoices in the amount of the Deposit (defined in the Quotation). Buyer shall not withhold payment based on any typographical or similar error in any invoice. All amounts Buyer does not pay as and when due shall accrue interest at the rate of 18% per annum until paid. Buyer shall pay all of Seller's costs of collection, including reasonable attorneys' fees. No partial payment by Buyer shall constitute an accord and satisfaction or otherwise satisfy the entire outstanding balance of any invoice of Seller, notwithstanding any notation or statement accompanying that payment. **Payment Terms for Dresser Wayne Equipment are Net 10 Days.** _____ (Initial)

b. **Taxes.** The Price does not include any sales, use, revenue, excise or other taxes or governmental charges (collectively, "Taxes"). If Seller is required to collect any Taxes, Seller will add them to the Price and invoice Buyer (in the original invoice or separately), and Buyer will pay them.

c. **Security Interest.** Buyer hereby grants and Seller retains a purchase money security interest in the Deliverables, including the proceeds therefrom, for the purpose of securing Buyer's obligation to make payment in full, until payment is received in full in cash or collected funds, at which time the security interest shall cease. Seller may, at its option, repossess the Deliverables upon Buyer's default, and charge Buyer with any deficiency. Buyer hereby authorizes Seller to file appropriate financing statements for perfecting this security interest. Seller reserves the right to ship under reservation for payment against documents of title. Title and a first and prior security interest to the Deliverables shall remain with the Seller until all payments are made and all conditions herein contained are and have been fully completed. The Deliverables shall at all times be deemed personal property, even after attachment or connection to realty. The Buyer shall keep the Deliverables in good working condition and physical appearance free of liens until the Price is fully paid.

3. **Cancellation and Return of Goods.** Buyer may cancel an order only upon advance written approval of Seller and the manufacturer; provided Buyer pre-pays the freight charges and Seller's reasonable cancellation and restocking charges, and Seller's handling fee equal to 10% of the Price for the Deliverables that is the subject of the cancellation. No merchandise is returnable without Seller's advance written consent. Merchandise must be returned within ten (10) days of Buyer's receipt of written authorization and must be accompanied by the invoice number and/or a copy of the sales receipt. At the option of Seller, return of material prior to receiving Seller's approval will result in material remaining the property of Buyer, and it will be stored at Buyer's risk and expense. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit will be issued to Buyer until credit from the manufacturer is received. **Special custom orders (including tanks and dispensers) shall be non-cancelable and non-refundable.**

4. **Warranties.** The sole and exclusive warranty for equipment shall be the manufacturer's warranty, and Buyer's sole and exclusive remedy for a breach of the manufacturer's warranty shall be the remedy provided by the manufacturer. Seller does not provide any warranty for any of the equipment.

5. **Risk of Loss.** The shipping terms are F.O.B Shipper's Dock.

6. **Disclaimers and Limitations.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8 ABOVE, SELLER DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND AS TO THE EQUIPMENT, EXPRESS AND IMPLIED, INCLUDING ALL REPRESENTATIONS AND WARRANTIES: (A) AS TO THE DESIGN, QUALITY OR CONDITION OF THE EQUIPMENT; (B) AS TO MERCHANTABILITY OR THE FITNESS OF THE EQUIPMENT OR WORK FOR ANY PARTICULAR PURPOSE; (C) AS TO THE SUITABILITY OF THE EQUIPMENT FOR BUYER'S PURPOSES OR THE IMPACT OF THE EQUIPMENT ON BUYER'S OPERATIONS. SELLER SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

7. **Seller's Rights Following Default.** Seller may, without prejudice to any other right or remedy, terminate this Agreement if: (i) Buyer is adjudged bankrupt or a receiver or trustee is appointed for Buyer, or Buyer is insolvent or makes a general assignment for the benefit of creditors; (ii) Buyer fails to pay any amount when due; or (iii) Buyer materially breaches any of the provisions of this Agreement and does not remedy such breach within ten (10) days following written notice thereof from Seller. In any of those events, Seller also may, at its option, take one or more of the following actions: (i) declare all or part of Buyer's obligations to Seller immediately due and payable, (ii) suspend its performance under this Agreement, (iii) foreclose its security interest in the Deliverables and/or repossess the Deliverables, (iv) treat such event as a cancellation by Buyer, in which event Buyer shall be obligated to perform the obligations set forth in Section 7 above, or (v) pursue its other rights and remedies under this Agreement or applicable law.

8. **Force Majeure.** Seller shall not be liable for delays or failing to perform any of its obligations under this Agreement resulting directly or indirectly, in whole or part, from events or causes beyond its reasonable control, acts of God, accidents, riots, wars, national emergencies, terrorism, strikes, labor disputes, unusual weather, natural disasters, hurricanes, storms, persistent or heavy rain, cyclones, earthquakes, floods, lightning, embargoes, failure by suppliers to deliver or by other contractors to perform, delays in obtaining or the inability to obtain supplies, equipment or labor through normal sources at normal prices, delays of carriers or postal authorities, or governmental restrictions, prohibitions or diversions. The occurrence of any of the foregoing shall operate to extend Seller's time of performance under this Agreement for a period not less than the period of the delay caused by any of the foregoing, plus a reasonable amount of time for remobilization.

9. **Hardware/Software.**

a. In connection with this Quotation, the parties assume that any system hardware and software supplied by Buyer and/or Seller is inherently compatible and requires only routine start-up and programming. If on start-up, it is discovered that the hardware and/or software is not compatible or has innate deficiencies that require additional configuration or upgrading, Seller will be held harmless from any resulting delays in completion of the Work, and shall be entitled to full payment of the Price.

b. Seller and its licensors, if any, shall retain title to all software integrated in or accompanying the Equipment. Buyer shall only have the limited, nonexclusive right to use the software in object code form only as specified by Seller or its licensors in order to operate the Equipment. Buyer shall not, and shall not allow any person or entity to, (a) remove, modify, copy, reverse engineer, decompile or disassemble the software, (b) merge the software with other programs, or (c) install any other software on the Equipment. Buyer may transfer this limited right to use the software to a third party only if it does so together with the Equipment and only if the transferee executes and delivers to Seller before the transfer a written agreement to be bound by this Agreement.

10. **General.** Any notice permitted or required under this Agreement shall be deemed given if in writing and delivered personally, deposited in the United States mail, certified mail, return receipt requested, or sent by facsimile to the respective addresses of Seller and Buyer listed in the Quotation. Buyer may not assign to any person or entity all or a portion of its rights or obligations under this Agreement without Seller's prior written consent, and any attempted assignment without that consent shall be void. Seller reserves the right to correct clerical and typographical errors in any document. This Agreement and any controversy relating to it shall be governed by the laws of the State of North Carolina, excluding its conflicts of law principles. The United Nations Convention on the International Sale of Goods is expressly excluded and shall not apply. Any action or proceeding relating to this Agreement or its enforcement shall be commenced and heard only in the state courts for Mecklenburg County, North Carolina or the United States District Court for the Western District of North Carolina. Seller and Buyer hereby consent and submit to the jurisdiction and venue of those courts. This Agreement shall be binding on, and shall inure to the benefit of, the parties and their respective successors, heirs and permitted assigns. No delay in exercising any right under this Agreement shall constitute a waiver of that right. If any provision of this Agreement is held to be illegal, unenforceable or invalid for any reason, the remaining provisions shall not be affected or impaired. The word "including" shall not be deemed to be limiting. If there is any conflict between the provisions of these Terms and Conditions and the Quotation, the provisions of these Terms and Conditions shall control. **Sections 6, 7, and 9 shall survive the termination of this Agreement for any reason.** This Agreement contains the entire agreement of the parties relating to the Equipment and supercedes all previous and contemporaneous agreements, understandings, usages of trade, and courses of dealing, whether written or oral. This Agreement may be modified only by a written agreement, signed by both parties, expressly modifying this Agreement.

_____(Customer Initials)
_____(Sales Rep. Initials)

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

Meeting Date: 4/14/2025

Treasurer's Report

<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	Treasurer's Report - February 2025
Issue	
Recommendation	Approval
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	Cash as of February 28, 2025, \$126,970,685.42 including escrow funds.

Time Needed:		Person Appearing:	
Request prepared by:	A. Stanger, Executive Assistant	Telephone:	804-966-9683
Copy provided to:			

ATTACHMENTS:

Description	Type
Treasurer's Report - February 2025 (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Stanger, Amanda	Approved	3/18/2025 - 10:21 AM
Administration	Hathaway, Rodney	Approved	3/19/2025 - 12:12 PM
Attorney	Everard, Joshua	Approved	3/19/2025 - 1:16 PM



Cash Report

As of February 28, 2025

Cash Account Balance (total per statements)	43,836,318.75 +
<u>Investments</u> (per statements)	
C&F - Certificates of Deposit	8,362,879.91
Local Government Investment Pool	4,738.56
Virginia Investment Pool	74,158,769.15
Primis - Money Market + ICS	- Closed*
Total Investments	82,526,387.62
Total Cash and Investments	126,362,706.37
Escrow Accounts (Soil and Erosion)	607,979.05
Total Cash in Bank	126,970,685.42 <i>including escrow funds</i>

+ \$12,000,000 transferred from C&F general operating account to VIP investment account to capture higher yields

* Primis money market & ICS accounts closed on 2-27. Principal and interest moved to VIP account - \$11,064,259.91

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

Meeting Date: 4/14/2025

SPECIAL PRESENTATIONS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)			
Subject	Presentation of Resolution R-07-25 Recognizing Henrico County Alumnae Chapter of Delta Sigma Theta Sorority, Inc. for Its 25th Year Anniversary		
Issue			
Recommendation			
Fiscal Implications			
Policy Implications			
Legislative History	District 3 Supervisor, Amy M. Pearson will present a resolution recognizing Henrico County Alumnae Chapter of Delta Sigma Theta Sorority, Inc. for its 25th year anniversary.		
Discussion			

Time Needed:		Person Appearing:	District 3 Supervisor Amy M. Pearson
Request prepared by:	A. Stanger, Executive Assistant	Telephone:	804-966-9683
Copy provided to:			

ATTACHMENTS:

Description	Type
Delta Sigma Theta Sorority (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Stanger, Amanda	Approved	3/26/2025 - 4:18 PM
Administration	Hathaway, Rodney	Approved	3/28/2025 - 10:02 AM
Attorney	Everard, Joshua	Approved	3/31/2025 - 4:23 PM

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

R-07-25

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 26th day of March, 2025:

Present:

Vote:

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

Aye
Aye
Aye
Aye
Aye

Motion was made by Ms. Pearson, which carried 5:0, to adopt the following resolution:

**RESOLUTION RECOGNIZING HENRICO COUNTY ALUMNAE CHAPTER OF
DELTA SIGMA THETA SORORITY, INC.
FOR ITS 25TH YEAR ANNIVERSARY**

WHEREAS, in 1913, Delta Sigma Theta, Incorporated was founded at Howard University as an organization of college-educated women committed to the constructive development of its members and to public service with a primary focus on the Black community and the Founders first act of public service was participating in the Suffrage March of 1913; and

WHEREAS, the purpose of the organization is to provide assistance and support through established programs in local communities throughout the world, and since its founding, more than 300,000 women have joined the organization with over 1,000 collegiate and alumnae chapters in the United States, Canada, Japan, Germany, Virgin Islands, Bermuda, Bahamas, Jamaica, the Republic of Korea, the Arabian Gulf, Southern Africa and West Africa; and

WHEREAS, Delta Sigma Theta Sorority, Inc. extended its span of service and established the Henrico County Alumnae Chapter on March 26, 2000; and

WHEREAS, the Henrico County Alumnae Chapter of Delta Sigma Theta Sorority, Inc. serves Henrico, New Kent, and Charles City Counties and the members of this chapter bring a variety of professional, organizational, social, and recreational interests; all of which assist the chapter in its mission to perpetuate the Sorority's founding goals, values and principles; and

WHEREAS, the major programs of the sorority are based upon the organization's five-point programmatic thrust and one of those points being economic development; implementing financial planning workshops for youth initiatives and annual scholarships for rising college freshman; and

WHEREAS, the second point of programmatic thrust being educational development; focusing on the Dr. Betty Shabazz Delta Academy enhancing the education of young females ages 11 to 14; as well as the Delta GEMS (Growing and Empowering Myself Successfully); GEMS being an expansion of Delta Academy and enriching the lives of African American at-risk, adolescent girls aged 14 to 18; and

WHEREAS, the third point of programmatic thrust being international awareness and involvement with annual donations to Mary Help of the Sick Mission Hospital and annual water well contributions via Vision World and Delta Sigma Theta Sorority, Inc.; and

WHEREAS, the chapter's fourth point of programmatic thrust being physical and mental health and the chapter's active participation in National Alliance on Mental Illness (NAMI), Sickle Cell Anemia and St. Jude's walks as well as an annual health fair "Unlocking the Key to Health – Journey to Wellness; and

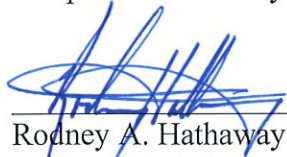
WHEREAS, the fifth point of programmatic thrust being political awareness and involvement through local voter awareness, education and registration; partnering and actively participating in Delta Days at the Virginia General Assembly; active participation in legislative campaigns to uplift the community and encourage change; and

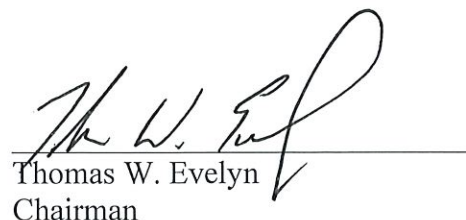
WHEREAS, community service efforts have focused on the YMCA Bright Beginnings Program and the New Kent Christmas Mother,

WHEREAS, the chapter takes great pride in their history and accomplishments, while recognizing the importance of looking ahead to the challenges of the future,

NOW, THEREFORE, BE IT RESOLVED that the New Kent County Board of Supervisors does hereby recognize and commend the Henrico County Alumnae Chapter of Delta Sigma Theta Sorority, Inc. for its twenty-five years of service.

Adopted this 26th day of March, 2025.



Rodney A. Hathaway
County Administrator

Thomas W. Evelyn
Chairman

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

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

Meeting Date: 4/14/2025

RESIDENCY ADMINISTRATOR'S REPORT

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

Subject

Residency Administrator's Report for March 2025

Issue

Recommendation

Fiscal Implications

Policy Implications

Legislative History

Discussion

Time Needed:

Request
prepared by:

Copy provided
to:

Person Appearing:

Telephone:

804-966-9683

A. Stanger, Executive
Assistant

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Hathaway, Rodney	Approved	3/28/2025 - 10:01 AM
Administration	Hathaway, Rodney	Approved	3/28/2025 - 10:01 AM
Attorney	Everard, Joshua	Approved	3/31/2025 - 4:10 PM

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

Meeting Date: 4/14/2025

PRESENTATIONS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	
Subject	FY26 Budget Discussion - <i>Financial Services Director Tripp Lawrence</i>
Issue	Changes have been noted in the budget since the March 26th work session.
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	Financial Services Director, Tripp Lawrence
Request prepared by:	A. Stanger, Executive Assistant	Telephone:	804-966-9683
Copy provided to:			

ATTACHMENTS:

Description	Type
FY26 Budget Discussion Memo (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Stanger, Amanda	Approved	4/1/2025 - 2:53 PM
Administration	Hathaway, Rodney	Approved	4/1/2025 - 3:23 PM
Attorney	Everard, Joshua	Approved	4/1/2025 - 4:11 PM

MEMORANDUM

TO: Rodney Hathaway, County Administrator

FROM: Richard Lawrence, Director of Financial Services

DATE: March 31, 2025

RE: FY 2026 Budget Discussion

Mr. Hathaway,

Since the March 26th work session, the following changes have been noted in the budget:

- **Transfer to Fund 1201**– With the State budget process winding down, we have more clarity on the impacts to our Department of Social Services. We initially budgeted \$673,233 as the Transfer to Social Services (11931000-409206) but, after our health insurance increases were solidified and staff recalculated the funding formulas for Social Services – Admin, it was determined that we would only need \$662,333.

Budget Impact:

<u>GL</u>	<u>Description</u>	<u>Increase/(Decrease)</u>
11931000-409206	Trans to Social Services 1201	\$(10,900)
250949-349201	Trans from General	\$(10,900)

- **Hampton Roads Alliance Fees** – We received our funding request from the Hampton Roads Alliance for FY26. Per the executed Master Agreement for Regional Economic Development, which guides our municipalities financial commitment, the per capita funding is \$1.15 for each Hampton Roads community in FY2026. The New Kent County figure, based on the figure of 22,945 released by the US Census Bureau for July 1, 2020, totals amount requested is \$26,386.75. In the recommended budget, we budgeted \$65,000, which was based on the FY25 figure for our first-year dues. We intend to reduce the budgeted figure to match the request.

Budget Impact:

<u>GL</u>	<u>Description</u>	<u>Increase/(Decrease)</u>
11815000-405679	Hampton Roads Alliance	\$(38,613)

- **Sheriff's Office Accreditation Manager** – Sheriff Bailey reached out to staff to inform us that, after review of the recommended budget, the part-time Accreditation Manager position that was created this year was not funded given the current allotment in their part-time salary line. Our initial review was based on historical actuals, which was the reason for the initial reduction. We would like to use the funds in from the two reductions mentioned earlier to fund this adjustment. The anticipated salary and benefits for the position is \$40,323.

<u>GL</u>	<u>Description</u>	<u>Increase/(Decrease)</u>
11312000-401300	Part-Time Salaries and Wages	\$37,440
11312000-402210	FICA/Medicare	\$2,864
11312000-402710	Workers Comp	\$19

I will keep you and the Board updated on any other material changes that may occur as we continue to move forward in this process. Please let me know if there is anything you may need.

Thank you,

Richard Lawrence
 Director of Financial Services

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

Meeting Date: 4/14/2025

PRESENTATIONS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	
Subject	FY26 Public Utility Budget Update - <i>Financial Services Director Tripp Lawrence</i>
Issue	Since the budget retreat, staff has been refining the Public Utilities budget with the assistance of our Financial Advisors, Davenport and Company.
Recommendation	
Fiscal Implications	
Policy Implications	
Legislative History	
Discussion	

Time Needed:		Person Appearing:	Financial Services Director, Tripp Lawrence
Request prepared by:	A. Stanger, Executive Assistant	Telephone:	804-966-9683
Copy provided to:			

ATTACHMENTS:

Description	Type
FY26 Utilities Budget Packet (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Stanger, Amanda	Approved	4/4/2025 - 12:41 PM
Administration	Hathaway, Rodney	Approved	4/4/2025 - 1:28 PM
Attorney	Everard, Joshua	Approved	4/4/2025 - 1:41 PM

MEMORANDUM

TO: Rodney Hathaway, County Administrator

FROM: Richard Lawrence, Director of Financial Services

DATE: April 3, 2025

RE: FY 2026 Public Utilities Budget Update

Mr. Hathaway,

Since the budget retreat, staff has been refining the Public Utilities budget with the assistance of our Financial Advisors, Davenport and Company. As you remember, when we first brought the recommended budget to the Board, staff was finalizing the Public Utilities business model. Updated information was then provided to the Board at the budget retreat, but further work was needed to reach a more accurate estimate of the coming year and out year requirements.

The requested Public Utilities budget totals \$17,153,643, which is an \$8,631,773 decrease from the \$25,767,416 figure provided to the Board on 3/10/2025. Since then, we have made the following changes to the recommended CIP and operating budget:

CIP Adjustments

- Reduced the cost of the Water System Interconnector: Phase 1A by \$1.5 Million (\$7.0 million to \$5.5 million in FY26)
- Moved the Brickshire Elevated Water Storage into an out year (\$6.25 Million to \$0 in FY26) and increased the total project cost from \$5.25 million to \$10.25 million spread across two years.
- Moved a portion of the Pamunkey River Intake project into FY26 (\$0 to \$1.0 million in FY26)
- Removed the Solid Stabilization Treatment Plant from FY26 (\$1.5 million to \$0 in FY26)
- Removed the WWTP Intellipro Upgrade from FY26 (\$50,000 to \$0 in FY26)

Operating Adjustments

- Salary and Benefits were adjusted to match the increases included in the governmental funds (currently 5%) and the new 7.3% insurance increase net a \$51,790 increase in personnel lines.

- Other operating lines were reviewed by Public Utilities staff and a further reduction of \$253,773 was made across various line items.
- Staff has added a half-year, interest-only debt service payment of \$325,000 in FY26. This figure is based on a \$13 million borrowing completed during the beginning of FY26. A full year of debt service for this issuance is estimated at \$1.043 million.

As mentioned earlier, the Board is familiar with some of these changes that were discussed at the budget retreat. The newest material items are the changes to the Brickshire project timeline and cost, the removal of the Solid Stabilization Project, and the new debt service.

Brickshire Elevated Water Storage

This project cost has increased based on the engineering estimate of costs received at the beginning of April. Staff believes the project should now be split into two phases over two years based on estimated construction timeframe: tank construction and waterline construction. Offsetting revenue of 1/3 of the tank construction costs, or approximately \$2,100,000 is anticipated for this project.

Solid Stabilization Project

Public Utilities will be bringing forward the contract for the Solid Stabilization Plant for Board approval during at the May Regular Meeting. To approve the contract, we will need to appropriate the full amount of the contract which means we will need to change the initial appropriation estimate of \$1.5 million to \$2.5 million and complete that appropriation in FY25 instead of FY26. Offsetting revenue of approximately \$1,500,000 is anticipated based on the Henrico Jail Utility Agreement and the most recent cost allocation study.

Potential New Debt

As the Board was made aware of during the Budget Retreat, the Public Utilities CIP has projects that will require debt issuance to complete. With the increase in the project cost of the Solid Stabilization Project, multiple large projects carried over from prior years, and the Water System Interconnector: Phase 1A included in the FY26 budget; staff would request that the Board consider a debt issuance of \$13 million to fund these projects. The current 4% increase would be able to absorb the \$325,000 payment in FY26, however, another 4% increase is projected to cover the cost of the debt service in the following year. The issuance of debt would allow the County to continue to remain in compliance with its financial policies related to the Public Utility fund.



Financial Services
12007 Courthouse Circle
Post Office Box 150
New Kent, Virginia 23124

Attached, you will find the full Public Utilities line-item Recommended Budget as well as the updated CIP and CIP sheets for projects that have changed. Please let me know if you have any questions or concerns.

Thank you,

A handwritten signature in black ink, appearing to be "R. Lawrence", written over a horizontal line.

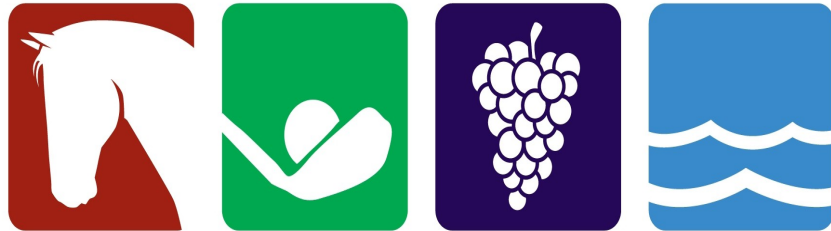
Richard Lawrence
Director of Financial Services

Cc: Mike Lang, Director of Public Utilities
Wanda Watkins, Deputy Clerk of the Board

Attached: Public Utilities Line-Item Budget
Public Utilities CIP Summary
Brickshire Elevated Water Storage CIP Document
Solid Stabilization Project CIP Document

New Kent

C O U N T Y • V I R G I N I A



A GREAT PLACE TO GROW

PUBLIC UTILITIES FUND REVENUE

Updated 4/3/2025

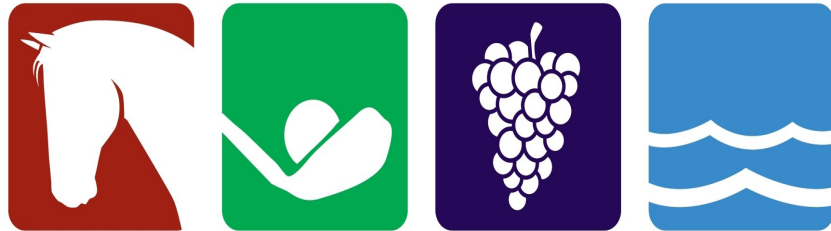
ORG	OBJ	PROJECT	DESCRIPTION	2024 ACTUALS	2024 ORIGINAL BUDGET	2025 ORIGINAL BUDGET	2026 DEPARTMENT REQUEST	COUNTY ADMINISTRATOR'S RECOMMENDATION	DEPARTMENT JUSTIFICATIONS
370961	361101		INTEREST ON INVESTMENTS	(757,478.36)	(100,000.00)	(100,000.00)	(100,000.00)	(100,000.00)	
W/S INVESTMENT INCOME Total				(757,478.36)	(100,000.00)	(100,000.00)	(100,000.00)	(100,000.00)	
370962	362101		WATER SERVICE FEES RESIDENTIAL	(2,327,471.30)	(2,509,000.00)	(2,821,520.00)	(3,003,000.00)	(3,233,000.00)	
370962	362102		DOMESTIC METER FEES	(123,500.00)	(105,000.00)	(120,000.00)	(102,700.00)	(102,700.00)	
370962	362103		WATER TRANSFER FEES	(19,215.00)	(21,000.00)	(20,000.00)	(20,000.00)	(20,000.00)	
370962	362104		WATER METER INSTALLATION FEES	(11,970.00)	(10,500.00)	(14,000.00)	(8,260.00)	(8,260.00)	
370962	362105		WATER SERVICE FEES COMMERCIAL	(647,607.10)	(622,000.00)	(821,600.00)	(859,000.00)	(893,000.00)	
370962	362106		CONSTRUCTION METER USE FEES	(750.00)	(500.00)	(1,000.00)	(1,000.00)	(1,000.00)	
370962	362107		RECONNECTION FEES	(4,924.71)	(5,000.00)	(15,000.00)	(15,000.00)	(15,000.00)	
370962	362108		RECONNECTION FEE - AFTER HOURS	(250.00)	(500.00)	-	-	-	NO LONGER RECONNECT AFTER HOURS
370962	362109		PAYMENT EXTENSION FEES	-	(250.00)	(1,000.00)	(1,000.00)	(1,000.00)	
370962	362110		PAYMENT PENALTIES	(88,859.34)	(50,000.00)	(100,000.00)	(75,000.00)	(75,000.00)	
370962	362111		RECLAIMED WATER FEES	(47,292.73)	(35,000.00)	(50,000.00)	(50,000.00)	(50,000.00)	
370962	362112		METER REINSTALL FEES	-	-	-	-	-	
W/S SERVICE FEES Total				(3,271,840.18)	(3,358,750.00)	(3,964,120.00)	(4,134,960.00)	(4,398,960.00)	
370963	363101		WATER SERVICE - JAIL	(192,073.47)	(201,714.00)	(213,723.00)	(238,074.00)	(238,074.00)	CALCULATION FROM FINANCE QUARTERLY BILLING
370963	363102		SEWER SERVICE - JAIL	(352,091.60)	(386,573.00)	(389,985.00)	(460,985.00)	(460,985.00)	CALCULATION FROM FINANCE QUARTERLY BILLING
W/S ROUTE 33/JAIL Total				(544,165.07)	(588,287.00)	(603,708.00)	(699,059.00)	(699,059.00)	
370964	364101		SEWER SERVICE - RESIDENTIAL	(1,580,000.71)	(1,582,000.00)	(1,761,880.00)	(1,939,000.00)	(2,016,000.00)	
370964	364102		SEWER SERVICE - COLONIAL DOWNS	-	-	-	-	-	
370964	364103		SEWER SERVICE - COMMERCIAL	(592,913.20)	(584,000.00)	(665,909.00)	(720,000.00)	(749,000.00)	
W/S COUNTY SEWER RECLAIM Total				(2,172,913.91)	(2,166,000.00)	(2,427,789.00)	(2,659,000.00)	(2,765,000.00)	
370965	365101		WATER CNCT FEES	(581,150.00)	(660,550.00)	(596,700.00)	(366,350.00)	(366,350.00)	
370965	365102		IRRIGATION CNCT FEES	(90,750.00)	(87,500.00)	(87,500.00)	(50,000.00)	(50,000.00)	
370965	365103		COMMERCIAL WATER CNCT FEES	-	-	-	-	-	
370965	365104		SEWER CNCT FEES	(348,975.00)	(559,125.00)	(622,600.00)	(524,650.00)	(524,650.00)	
370965	365201		WATER AVAILABILITY FEES	(309,230.00)	(351,190.00)	(312,100.00)	(224,750.00)	(224,750.00)	
370965	365202		SEWER AVAILABILITY FEES	(95,330.00)	(152,290.00)	(162,200.00)	(121,680.00)	(121,680.00)	
370965	365203		COMMERCIAL WATER AVAILABILITY	-	-	-	-	-	
W/S CONNECTION FEES Total				(1,425,435.00)	(1,810,655.00)	(1,781,100.00)	(1,287,430.00)	(1,287,430.00)	
370966	366101		MISCELLANEOUS INCOME	(53,431.77)	(100,000.00)	(100,000.00)	(100,000.00)	(100,000.00)	
370966	366102		PLAN REVIEW FEES	(12,351.75)	(20,000.00)	(20,000.00)	(25,000.00)	(25,000.00)	
370966	366103		CONSTRUCTION INSPECTION FEES	(2,546.50)	(30,000.00)	(30,000.00)	(35,000.00)	(35,000.00)	
370966	366104		GIS AS BUILT FEES	(1,516.15)	(20,000.00)	(20,000.00)	(25,000.00)	(25,000.00)	
370966	366106		SALE OF SURPLUS PROP-GOVDEALS	(76,020.00)	-	-	-	-	
370966	366107		INSURANCE RECOVERIES	(36,418.53)	-	-	-	-	
370966	366108		RETURNED CHECK FEE	-	(250.00)	(250.00)	(250.00)	(250.00)	
370966	366109		MISSED APPOINTMENT FEE	-	-	-	-	-	

ORG	OBJ	PROJECT	DESCRIPTION	2024 ACTUALS	2024 ORIGINAL BUDGET	2025 ORIGINAL BUDGET	2026 DEPARTMENT REQUEST	COUNTY ADMINISTRATOR'S RECOMMENDATION	DEPARTMENT JUSTIFICATIONS
370966	366110		RECOVERED COST MISC.	-	-	-	-	-	
370966	366201		REFUNDS & REIMBURSEMENTS	-	-	-	-	-	
W/S MISCELLANEOUS INCOME Total				(182,284.70)	(170,250.00)	(170,250.00)	(185,250.00)	(185,250.00)	
370967	367101		FROM WATER SEWER FUND BALANCE	-	(4,203,806.00)	(8,255,759.00)	(3,317,357.00)	-	
370967	367102		ESTIMATED FUND BALANCE USED	-	-	-	-	-	
W/S FROM FUND BALANCE Total				-	(4,203,806.00)	(8,255,759.00)	(3,317,357.00)	-	
370968	368102		TRANSFER FROM GENERAL FUND	-	-	-	-	-	
PUB UTILITY TRANSFERS Total				-	-	-	-	-	
370969	369101		DEBT-LEASE PROCEEDS	-	-	-	(13,250,000.00)	(8,077,944.00)	POTENTIALLY DEBT FUNDED PROJECTS
W/S DEBT/LEASE PROCEEDS Total				-	-	-	(13,250,000.00)	(8,077,944.00)	
370970	370100		DISASTER RECOVERY-STATE	-	-	-	-	-	
W/S GRANT-STATE Total				-	-	-	-	-	
370971	371100		DISASTER RECOVERY-FEDERAL	-	-	-	-	-	
370971	371101		FEDERAL GRANTS - MISC	(40,000.00)	-	-	-	-	
W/S GRANT-FEDERAL Total				(40,000.00)	-	-	-	-	
Grand Total				(8,394,117.22)	(12,397,748.00)	(17,302,726.00)	(25,633,056.00)	(17,513,643.00)	

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New Kent

C O U N T Y • V I R G I N I A



A GREAT PLACE TO GROW

PUBLIC UTILITIES FUND EXPENDITURE

Updated 4/3/2025

ORG	OBJ	PROJECT	DESCRIPTION	2024 ACTUALS	2024 ORIGINAL BUDGET	2025 ORIGINAL BUDGET	2026 DEPARTMENT REQUEST	COUNTY ADMINISTRATOR'S RECOMMENDATION	DEPARTMENT JUSTIFICATIONS
37910200	401100		SALARIES & WAGES-REGULAR	446,455.00	337,683.12	337,683.00	374,709.00	412,851.00	
37910200	401200		WAGES-OVERTIME REGULAR	750.00	-	750.00	750.00	750.00	
37910200	401300		WAGES-PART TIME REGULAR	51,528.00	14,078.00	33,946.00	86,832.00	54,104.00	
37910200	402100		FICA/MEDICARE	38,153.00	24,788.38	28,486.00	33,566.00	35,779.00	
37910200	402210		RETIREMENT-VRS	59,580.00	7,138.71	44,135.00	44,957.00	52,432.00	
37910200	402215		VRS EMPLOYEE HEALTH INSUR CRED	356.00	743.04	743.00	280.00	330.00	
37910200	402220		PENSION LIABILITY EXPENSE	-	-	-	-	-	
37910200	402310		HOSPITAL/MEDICAL PLANS	59,861.00	42,938.80	42,329.00	74,398.00	66,180.00	
37910200	402400		GROUP LIFE INSURANCE	5,982.00	4,525.20	4,525.00	4,144.00	4,872.00	
37910200	402500		ST/LT DISABILITY PREMIUM	1,007.00	484.80	485.00	504.00	529.00	
37910200	402710		WORKERS' COMPENSATION	371.00	152.76	279.00	220.00	233.00	
37910200	403160		CONTRACT SERVICES	44,200.00	22,034.77	26,000.00	63,000.00	63,000.00	GFL \$5000; LE BLEU \$1080; RICOH (COPIER) \$1700; RICOH (PLOTTER) \$900; PITNEY BOWES LEASE \$905; LANDLOCK PEST CTRL \$1000; IWORQ \$1700; SCADA/SERVER \$18000; FUEL TANK MAINT. \$4500; REHAB OF FUEL SYSTEM \$15000; INVOICE CLOUD PAY SYSTEM \$12200
37910200	403164		TECHNICAL SUPPORT	18,200.00	7,160.02	18,000.00	23,200.00	23,200.00	SENSUS \$2500; BAI \$3150; TYLER TECH \$17600
37910200	403170		PROFESSIONAL SERVICES	25,000.00	8,030.38	25,000.00	25,000.00	25,000.00	
37910200	403310		REPAIRS & MAINTENANCE	13,500.00	4,496.87	13,500.00	13,500.00	13,500.00	
37910200	403325		GENERATOR MAINTENANCE	1,000.00	748.00	750.00	8,000.00	8,000.00	GENERATOR MAINTENANCE AND QUARTERLY INSPECTIONS. INCR. DUE TO THE REPLACEMENT OF THE AUTOMATIC TRANSFER SWITCH
37910200	403600		ADVERTISING	3,000.00	902.31	1,700.00	8,000.00	8,000.00	PUBLIC EDUCATION INFORMATION; INCLUDES LEAD SERVICE LINES NOTIFICATIONS
37910200	405110		ELECTRIC SERVICE	7,921.00	6,602.33	7,300.00	8,250.00	8,250.00	
37910200	405120		HEATING SERVICES	4,882.00	3,375.58	4,500.00	5,030.00	5,030.00	PROPANE
37910200	405210		POSTAL SERVICES	16,650.00	13,640.87	14,650.00	20,000.00	20,000.00	UTILITY BILLS MAILINGS; POSTAGE ON POSTAGE MACHINE; INCL. LEAD SERVICE LINES NOTIFICATIONS
37910200	405229		TELECOMMUNICATIONS-CELLULAR	9,200.00	4,355.19	8,600.00	9,200.00	9,200.00	SMART PHONES FOR DIRECTOR AND UTILITY ENGINEER. IPADS AND GPS FOR FLEET.
37910200	405230		TELECOMMUNICATIONS-LAND	1,550.00	634.79	970.00	1,550.00	1,550.00	LANDLINES, FAX
37910200	405232		TELECOMMUNICATIONS-EQUIPMENT	850.00	21.95	675.00	850.00	850.00	PHONE CASES, CHARGING EQUIPMENT, OTHER ACCESSORIES
37910200	405233		TELECOMMUNICATIONS-MAINTENANCE	-	-	-	-	-	
37910200	405250		LEASED WAN LINES	-	-	-	-	-	
37910200	405251		MUNIS SOFTWARE HOSTING LEASE	12,516.00	12,516.00	11,920.00	29,700.00	29,700.00	MUNIS INCREASE; INCLUDES INVOICE CLOUD PAY SYSTEM
37910200	405304		INSURANCE-FIRE/PROPERTY	1,106.00	1,348.00	1,106.00	1,162.00	1,162.00	
37910200	405305		VEHICLE INSURANCE	1,195.00	2,598.00	1,127.00	2,883.00	2,883.00	
37910200	405411		GASB87 CONTRA LEASE	-	-	-	-	-	
37910200	405412		GASB96 CONTRA SUBSCRIPTION	-	(12,248.46)	-	-	-	
37910200	405530		TRAVEL (SUBSISTENCE & LODGING)	4,500.00	-	3,500.00	4,500.00	4,500.00	CONTINUING EDUCATION FOR DIRECTOR & UTILITY ENGINEER

ORG	OBJ	PROJECT	DESCRIPTION	2024 ACTUALS	2024 ORIGINAL BUDGET	2025 ORIGINAL BUDGET	2026 DEPARTMENT REQUEST	COUNTY ADMINISTRATOR'S RECOMMENDATION	DEPARTMENT JUSTIFICATIONS
37910200	405540		TRAVEL (CONVENTION&EDUCATION)	4,000.00	2,031.42	3,000.00	4,000.00	4,000.00	CONVENTIONS FOR CONTINUING EDUCATION I.E. WATERJAM, VRWA
37910200	405810		DUES & ASSOCIATION MEMBERSHIPS	3,200.00	185.00	2,200.00	3,200.00	3,200.00	WATER AND WASTEWATER ASSOCIATIONS MEMBERSHIPS
37910200	405840		INSURANCE DAMAGES/RECOVERIES	-	-	-	-	-	
37910200	405845		COPY CHARGE	-	-	-	-	-	
37910200	406001		OFFICE SUPPLIES	13,000.00	6,702.88	7,800.00	13,000.00	13,000.00	INCLUDES PLOTTER AND COPIER SUPPLIES
37910200	406005		JANITORIAL SUPPLIES	1,500.00	786.66	1,500.00	1,500.00	1,500.00	INCLUDES PAPER TOWELS, TOILET PAPER, CLEANING SUPPLIES
37910200	406007		REPAIR & MAINTENANCE SUPPLIES	8,000.00	1,848.95	8,000.00	8,000.00	8,000.00	
37910200	406008		VEHICLE & PWERD EQUIPMENT FUEL	66,000.00	44,638.63	62,000.00	66,000.00	66,000.00	FUEL FOR DIRECTOR'S AND UTILITY ENGINEER'S VEHICLES. ANTICIPATING A NEW FUEL CONTRACT
37910200	406009		VEHICLE & PWERD EQUIP SUPPLIES	3,000.00	624.44	6,000.00	3,000.00	3,000.00	DIRECTOR'S VEHICLE AND UTILITY ENGINEER'S VEHICLE.
37910200	406011		UNIFORMS & WEARING APPAREL	1,200.00	250.75	600.00	1,200.00	1,200.00	UNIFORM ITEMS FOR DIRECTOR, UTILITY ENGINEER
37910200	406014		OTHER OPERATING SUPPLIES	3,000.00	2,518.11	3,000.00	3,000.00	3,000.00	SAFETY EQUIPMENT, APPAREL, TRAINING
37910200	406054		FORMS PRINTER SUPPLIES	8,500.00	5,225.96	8,500.00	12,393.00	12,393.00	UTILITY BILLS PROCESSING AND PRINTING; INCREASE DUE TO CUSTOMER GROWTH AND LEAD SERVICE LINES NOTIFICATIONS
37910200	408007		ADP EQUIPMENT	22,300.00	14,711.91	39,200.00	45,000.00	45,000.00	COMPUTER REPLACEMENTS PER CIP: LAPTOP FOR DIRECTOR; LAPTOP FOR ADMIN ASST; DESKTOPS (2) WATER OPERATORS; (4) UTILITIES SPECIALISTS; (5) OUT OF DATE DESKTOPS AT PARHAM LANDING.
37910200	408091		GASB96 AMORTIZATION EXPENSE	-	12,084.22	-	-	-	
37910200	409110		GASB87 LEASE PRINCIPAL	-	-	-	-	-	
37910200	409120		GASB87 LEASE INTEREST	-	-	-	-	-	
PUBLIC UTILITIES - ADMIN Total				963,013.00	600,358.34	774,459.00	1,004,478.00	1,012,178.00	
37910300	401100		SALARIES & WAGES-REGULAR	504,077.00	436,646.33	530,453.00	508,786.00	534,224.00	
37910300	401200		WAGES-OVERTIME REGULAR	4,000.00	6,528.11	-	4,000.00	4,000.00	
37910300	401400		WAGES-PART TIME OVERTIME	-	-	4,000.00	-	-	
37910300	401900		ON-CALL PAY	7,500.00	4,918.50	6,000.00	7,500.00	7,500.00	
37910300	402100		FICA/MEDICARE	39,440.00	33,303.23	41,346.00	39,802.00	41,749.00	
37910300	402210		RETIREMENT-VRS	67,616.00	57,015.26	69,328.00	70,597.00	74,126.00	
37910300	402215		VRS EMPLOYEE HEALTH INSUR CRED	403.00	959.58	1,167.00	407.00	426.00	
37910300	402220		PENSION LIABILITY EXPENSE	-	-	-	-	-	
37910300	402310		HOSPITAL/MEDICAL PLANS	71,856.00	56,282.81	81,642.00	96,034.00	85,591.00	
37910300	402400		GROUP LIFE INSURANCE	6,756.00	5,845.50	7,108.00	6,004.00	6,306.00	
37910300	402500		ST/LT DISABILITY PREMIUM	1,403.00	1,084.24	1,279.00	1,555.00	1,632.00	
37910300	402710		WORKERS' COMPENSATION	16,285.00	9,275.48	17,232.00	13,631.00	14,298.00	
37910300	402830		COMPENSATED ABSENCES	-	12,509.46	-	-	-	
37910300	403162		WATER/SEWER TESTING	22,500.00	18,816.98	19,500.00	22,500.00	22,500.00	INCLUDES LEAD & COPPER SAMPLES FOR: WHITEHOUSE FARMS (5); WOODS EDGE (5); MINITREE GLEN (5); QUINTON PARK (5)

ORG	OBJ	PROJECT	DESCRIPTION	2024 ACTUALS	2024 ORIGINAL BUDGET	2025 ORIGINAL BUDGET	2026 DEPARTMENT REQUEST	COUNTY ADMINISTRATOR'S RECOMMENDATION	DEPARTMENT JUSTIFICATIONS
37910300	403170		PROFESSIONAL SERVICES	30,500.00	16,229.31	18,500.00	30,500.00	30,500.00	VDH FEE; GIS AS-BUILT INSERTIONS TO LOCATE & MAP VALVES, HYDRANTS, ETC. IN FORCE MAIN EASEMENTS AND OLD NEIGHBORHOODS; SENSUS TECHNICAL SUPPORT; AQUA LAW
37910300	403187		MISS UTILITY	9,280.00	7,901.95	8,000.00	11,136.00	11,136.00	UTILITIES LOCATING SERVICE
37910300	403310		REPAIRS & MAINTENANCE	115,000.00	45,224.60	53,000.00	215,000.00	115,000.00	WATER LINE REPAIRS; VFDS CLEANING; WELL REPAIRS & MAINTENANCE; INCLUDES SATELITE LEAK DETECTION OF UNDERGROUND LINES
37910300	403320		MAINTENANCE SERVICE CONTRACTS	165,273.00	85,516.99	165,273.00	140,273.00	90,000.00	EMERGE PLCS \$50000; TANK CLEANING & INSPECTIONS
37910300	403325		GENERATOR MAINTENANCE	39,000.00	13,284.82	39,000.00	39,000.00	39,000.00	GENERATOR MAINTENANCE AND QUARTERLY INSPECTIONS
37910300	403500		PRINTING & BINDING	7,000.00	6,369.30	7,000.00	8,000.00	8,000.00	CONSUMER CONFIDENCE REPORTS
37910300	403600		ADVERTISING	-	-	-	-	-	
37910300	403860		DISCHARGE-WITHDRAWAL PERMITS	9,000.00	3,265.00	9,000.00	18,000.00	-	PERMITS TO INCLUDE CENTRAL AND PARHAM LANDING WATER SYSTEMS MODIFICATIONS
37910300	405110		ELECTRIC SERVICE	140,000.00	149,714.24	93,875.00	144,200.00	144,200.00	ELECTRICITY TO WELLHOUSES AT: THE COLONIES; WHITEHOUSE FARMS; RT 618 ELEVATED TANK; COURTHOUSE CIR #1; FIVE LAKES #3; FIRETHORN DR; SHERWOOD ESTATES; MINITREE GLEN #1; VISITORS CTR; COLONIAL DOWNS; POCAHONTAS TRAIL; WATER TOWER #2; RT 618.
37910300	405229		TELECOMMUNICATIONS-CELLULAR	10,600.00	8,394.39	10,600.00	10,600.00	10,600.00	SMART PHONES, IPADS FOR UTILITIES STAFF
37910300	405230		TELECOMMUNICATIONS-LAND	2,000.00	1,159.25	2,000.00	2,000.00	2,000.00	
37910300	405232		TELECOMMUNICATIONS-EQUIPMENT	1,450.00	1,061.89	1,450.00	1,450.00	1,450.00	
37910300	405233		TELECOMMUNICATIONS-MAINTENANCE	-	-	-	-	-	
37910300	405304		INSURANCE-FIRE/PROPERTY	4,734.00	9,988.00	4,734.00	4,970.70	4,970.00	
37910300	405305		VEHICLE INSURANCE	6,566.00	11,066.00	6,194.00	5,464.00	5,464.00	
37910300	405410		LEASE/RENT-EQUIPMENT	-	-	-	-	-	
37910300	405510		MILEAGE	-	-	-	-	-	
37910300	405530		TRAVEL (SUBSISTENCE & LODGING)	500.00	90.28	500.00	500.00	500.00	
37910300	405540		TRAVEL (CONVENTION&EDUCATION)	5,250.00	3,894.17	5,250.00	10,000.00	10,000.00	CONTINUING EDUCATION FOR ASSISTANT DIRECTOR; WATER OPERATORS, CDL CLASS FOR (1) TECHNICIAN
37910300	405810		DUES & ASSOCIATION MEMBERSHIPS	5,500.00	1,728.61	5,500.00	5,500.00	5,500.00	VMDWA, VRWA
37910300	405840		INSURANCE DAMAGES/RECOVERIES	-	8,764.70	-	-	-	
37910300	406001		OFFICE SUPPLIES	50.00	-	50.00	50.00	50.00	
37910300	406007		REPAIR & MAINTENANCE SUPPLIES	73,500.00	79,444.86	73,500.00	95,400.00	85,400.00	INCREASE DUE TO INFLATION OF SUPPLIES. INCLUDES JUMP START BATTERY BOX FOR EACH FLEET VEHICLE; BRUSH CUTTER BLADES; MULCHER TEETH
37910300	406008		VEHICLE & PWERD EQUIPMENT FUEL	3,500.00	354.54	3,500.00	4,500.00	4,500.00	INCREASE DUE TO INFLATION OF SUPPLIES
37910300	406009		VEHICLE & PWERD EQUIP SUPPLIES	37,250.00	25,096.57	19,250.00	20,000.00	20,000.00	PREVENTATIVE MAINT. OF EQUIPMENT; SCHEDULED SERVICES OF FLEET
37910300	406011		UNIFORMS & WEARING APPAREL	3,550.00	2,253.78	3,550.00	4,500.00	4,500.00	INCREASE DUE TO INFLATION OF SUPPLIES

ORG	OBJ	PROJECT	DESCRIPTION	2024 ACTUALS	2024 ORIGINAL BUDGET	2025 ORIGINAL BUDGET	2026 DEPARTMENT REQUEST	COUNTY ADMINISTRATOR'S RECOMMENDATION	DEPARTMENT JUSTIFICATIONS
37910300	406014		OTHER OPERATING SUPPLIES	21,700.00	25,125.07	21,700.00	25,000.00	25,000.00	SAFETY EQUIPMENT & APPAREL; SAFETY TRAINING
37910300	406051		DOMESTIC METER SUPPLY	195,000.00	107,002.89	127,500.00	195,000.00	195,000.00	COSTS FOR INVENTORY ITEMS: SINGLE PORT MXU \$185; DUAL PORT MXU \$260; IPERL METER \$170; 1" METER \$250; 1 1/2" METER \$950; 2" METERS \$1150; EXPANSION NUTS \$26
37910300	406056		IRRIGATION METER INSTALLATION	75,000.00	37,944.66	70,000.00	75,000.00	75,000.00	CONTRACTOR FOR IRRIGATION METER SERVICE; INCLUDES ON-CALL SERVICES AS NEEDED FOR RELATED UTILITY CONSTRUCTION AND REPAIR
37910300	408001		MACHINERY & EQUIPMENT	118,000.00	31,424.24	60,000.00	125,000.00	123,000.00	REPLACEMENT OF BOOSTER PUMPS, MOTORS, VFDS AS NEEDED; (3) CONSTRUCTION METERS \$4500 EACH; PIPE CRIMPING TOOLS \$700; UTILITY TRAILER \$1930; (2) FIRE HYDRANTS; BRUSH CUTTER; STAINLESS STEEL AIR RELEASE VALVE
37910300	408011		DEPRECIATION EXPENSE	-	-	-	-	-	
37910300	408018		LOSS OF DISPOSAL OF ASSET	-	-	-	-	-	
UTILITY FUND - OPERATIONS Total				1,821,039.00	1,325,485.59	1,587,981.00	1,961,859.70	1,803,122.00	
37910350	403162		WATER/SEWER TESTING	-	-	-	-	-	
37910350	403310		REPAIRS & MAINTENANCE	-	-	-	-	-	
37910350	403320		MAINTENANCE SERVICE CONTRACTS	-	-	-	-	-	
37910350	405110		ELECTRIC SERVICE	-	-	-	-	-	
37910350	405304		INSURANCE-FIRE/PROPERTY	-	-	-	-	-	
37910350	405840		INSURANCE DAMAGES/RECOVERIES	-	-	-	-	-	
37910350	406014		OTHER OPERATING SUPPLIES	-	-	-	-	-	
BOTTOMS BRIDGE WATER Total				-	-	-	-	-	
37910400	401100		SALARIES & WAGES-REGULAR	76,226.00	76,018.46	73,294.00	75,246.00	79,008.00	
37910400	401200		WAGES-OVERTIME REGULAR	2,000.00	1,065.05	-	2,000.00	2,000.00	
37910400	401400		WAGES-PART TIME OVERTIME	-	-	2,000.00	-	-	
37910400	401900		ON-CALL PAY	1,875.00	1,053.50	1,500.00	1,875.00	1,875.00	
37910400	402100		FICA/MEDICARE	6,127.00	5,044.92	5,875.00	6,053.00	6,340.00	
37910400	402210		RETIREMENT-VRS	9,033.00	9,933.36	9,579.00	9,977.00	10,477.00	
37910400	402215		VRS EMPLOYEE HEALTH INSUR CRED	61.00	167.28	161.00	60.00	63.00	
37910400	402220		PENSION LIABILITY EXPENSE	-	-	-	-	-	
37910400	402310		HOSPITAL/MEDICAL PLANS	20,357.00	17,322.71	17,129.00	21,038.00	18,693.00	
37910400	402400		GROUP LIFE INSURANCE	1,021.00	1,018.32	981.00	888.00	933.00	
37910400	402500		ST/LT DISABILITY PREMIUM	-	14.40	-	160.00	168.00	
37910400	402710		WORKERS' COMPENSATION	2,530.00	1,478.51	2,449.00	2,074.00	2,172.00	
37910400	403162		WATER/SEWER TESTING	2,500.00	1,448.61	2,500.00	3,000.00	3,000.00	INCLUDES LEAD & COOPER
37910400	403310		REPAIRS & MAINTENANCE	25,000.00	24,908.44	25,000.00	25,000.00	25,000.00	WELL PUMP MAINTENANCE
37910400	403320		MAINTENANCE SERVICE CONTRACTS	29,002.00	10,580.49	29,002.00	47,000.00	47,000.00	EMERGE \$15000; SCADA \$8000; ELEVATED TANK CLEANING & INSPECTION \$22000
37910400	403325		GENERATOR MAINTENANCE	14,000.00	3,570.55	13,500.00	14,000.00	14,000.00	GENERATOR MAINTENANCE AND QUARTERLY INSPECTIONS
37910400	403860		DISCHARGE-WITHDRAWAL PERMITS	-	-	-	-	9,000.00	

ORG	OBJ	PROJECT	DESCRIPTION	2024 ACTUALS	2024 ORIGINAL BUDGET	2025 ORIGINAL BUDGET	2026 DEPARTMENT REQUEST	COUNTY ADMINISTRATOR'S RECOMMENDATION	DEPARTMENT JUSTIFICATIONS
37910400	405110		ELECTRIC SERVICE	16,000.00	20,639.32	16,000.00	18,952.00	18,952.00	INCREASE DUE TO ADDITIONAL TANK CLEANING & CONSUMER PRICE INDEX. INCLUDES WELL SITES AT JAIL; ELTHAM ROAD; POLISH TOWN RD ELEVATED WATER TANK. PUMP STATIONS AT JAIL; PARHAM 2;
37910400	405229		TELECOMMUNICATIONS-CELLULAR	1,100.00	1,405.46	1,100.00	1,100.00	1,100.00	(1) SMART PHONES, (1) IPAD
37910400	405232		TELECOMMUNICATIONS-EQUIPMENT	50.00	-	50.00	50.00	50.00	
37910400	405304		INSURANCE-FIRE/PROPERTY	2,500.00	2,634.00	2,500.00	2,625.00	2,625.00	
37910400	405305		VEHICLE INSURANCE	636.00	1,265.00	600.00	781.00	781.00	
37910400	405530		TRAVEL (SUBSISTENCE & LODGING)	500.00	-	500.00	500.00	500.00	
37910400	405540		TRAVEL (CONVENTION&EDUCATION)	300.00	100.00	300.00	300.00	300.00	
37910400	405810		DUES & ASSOCIATION MEMBERSHIPS	150.00	-	150.00	150.00	150.00	
37910400	405840		INSURANCE DAMAGES/RECOVERIES	-	-	-	-	-	
37910400	406007		REPAIR & MAINTENANCE SUPPLIES	26,200.00	1,262.20	26,200.00	26,200.00	26,200.00	
37910400	406008		VEHICLE & PWERD EQUIPMENT FUEL	4,000.00	173.06	2,500.00	4,000.00	4,000.00	INCLUDES NATURAL GAS GENERATOR
37910400	406009		VEHICLE & PWERD EQUIP SUPPLIES	1,000.00	842.40	1,000.00	1,000.00	1,000.00	
37910400	406011		UNIFORMS & WEARING APPAREL	450.00	48.50	450.00	450.00	450.00	
37910400	406014		OTHER OPERATING SUPPLIES	3,150.00	7,174.05	3,150.00	5,000.00	5,000.00	INCREASE DUE TO THE ADDITION OF CORROSION CHEMICALS; SAFETY EQUIPMENT; LAB SUPPLIES; CHEMICALS
PARHAM LANDING WATER Total				245,768.00	189,168.59	237,470.00	269,479.00	280,837.00	
37910500	401100		SALARIES & WAGES-REGULAR	329,648.00	328,470.10	303,340.00	326,575.00	342,902.00	
37910500	401105		SALARIES & WAGES-ST DISABILITY	-	1,242.05	-	-	-	
37910500	401200		WAGES-OVERTIME REGULAR	10,000.00	23,634.24	-	10,000.00	10,000.00	
37910500	401400		WAGES-PART TIME OVERTIME	-	-	10,000.00	-	-	
37910500	401900		ON-CALL PAY	6,250.00	4,499.75	5,000.00	6,250.00	6,250.00	
37910500	402100		FICA/MEDICARE	26,460.00	26,577.86	24,353.00	26,225.00	27,474.00	
37910500	402210		RETIREMENT-VRS	45,219.00	41,843.42	39,646.00	44,748.00	46,984.00	
37910500	402215		VRS EMPLOYEE HEALTH INSUR CRED	264.00	704.53	667.00	262.00	275.00	
37910500	402220		PENSION LIABILITY EXPENSE	-	-	-	-	-	
37910500	402310		HOSPITAL/MEDICAL PLANS	62,206.00	55,069.48	55,678.00	77,531.00	69,139.00	
37910500	402317		HSA CONTRIBUTION-EMPLOYER	500.00	500.00	-	500.00	500.00	
37910500	402400		GROUP LIFE INSURANCE	4,417.00	4,289.74	4,065.00	3,855.00	4,047.00	
37910500	402500		ST/LT DISABILITY PREMIUM	929.00	909.54	821.00	914.00	957.00	
37910500	402710		WORKERS' COMPENSATION	4,326.00	2,434.82	4,020.00	3,704.00	3,880.00	
37910500	403160		CONTRACT SERVICES	660,000.00	539,401.80	558,000.00	816,000.00	816,000.00	WIND RIVER \$750000; SEWER PUMP STATIONS PUMPING \$4000; AQUA AEROBIC \$20000; GFL \$7000; EVOQUA \$1350; EQUIPMENT CALIBRATION \$1000; PEST CONTROL \$2500; HACH \$2000; FIRE ALARM INSPECTIONS \$1600; CRANE INSPECTIONS \$3000; TENCARVA \$5000; ELECTRICAL CONTRACT \$18000
37910500	403162		WATER/SEWER TESTING	55,000.00	52,610.99	45,000.00	60,000.00	55,000.00	TESTING FOR NEW PERMIT, ZINC & COPPER
37910500	403170		PROFESSIONAL SERVICES	20,000.00	-	-	20,000.00	15,000.00	REOPENING OF SLUDGE REMOVAL PERMIT
37910500	403310		REPAIRS & MAINTENANCE	137,000.00	46,991.54	113,000.00	137,000.00	137,000.00	PARHAM LANDING & (3) SEWER PUMP STATIONS; ACTUATOR VALVE REPLACEMENT; MOTOR REPAIRS

ORG	OBJ	PROJECT	DESCRIPTION	2024 ACTUALS	2024 ORIGINAL BUDGET	2025 ORIGINAL BUDGET	2026 DEPARTMENT REQUEST	COUNTY ADMINISTRATOR'S RECOMMENDATION	DEPARTMENT JUSTIFICATIONS
37910500	403320		MAINTENANCE SERVICE CONTRACTS	92,000.00	20,297.17	92,000.00	92,000.00	92,000.00	REPAIRS AND MAINTENANCE OF SCADA
37910500	403325		GENERATOR MAINTENANCE	18,000.00	3,434.00	18,000.00	18,000.00	18,000.00	GENERATOR MAINTENANCE AND QUARTERLY INSPECTIONS
37910500	403600		ADVERTISING	-	-	-	-	-	
37910500	403860		DISCHARGE-WITHDRAWAL PERMITS	10,500.00	10,225.00	10,200.00	11,000.00	11,000.00	REQUIRED ANNUAL PERMIT FEE
37910500	405110		ELECTRIC SERVICE	141,000.00	177,715.65	130,000.00	145,230.00	145,230.00	INCREASE DUE TO CONSUMER PRICE INDEX & RUNNING DUAL BASINS. SERVICE FOR: PARHAM LANDING; JAIL SEWER PUMP STATION; ELTHAM RD SEWER PUMP STATION
37910500	405229		TELECOMMUNICATIONS-CELLULAR	3,570.00	3,701.07	3,570.00	3,570.00	3,570.00	SMART PHONES AND IPADS
37910500	405230		TELECOMMUNICATIONS-LAND	2,300.00	2,542.97	2,300.00	2,300.00	2,300.00	
37910500	405232		TELECOMMUNICATIONS-EQUIPMENT	200.00	37.49	200.00	200.00	200.00	
37910500	405250		LEASED WAN LINES	3,250.00	3,240.00	3,250.00	3,250.00	3,250.00	
37910500	405304		INSURANCE-FIRE/PROPERTY	12,965.00	20,741.00	12,965.00	13,613.00	13,613.00	
37910500	405305		VEHICLE INSURANCE	1,590.00	2,146.00	1,500.00	2,008.00	2,008.00	
37910500	405530		TRAVEL (SUBSISTENCE & LODGING)	-	-	-	-	-	
37910500	405540		TRAVEL (CONVENTION&EDUCATION)	4,000.00	2,157.00	4,000.00	4,000.00	4,000.00	
37910500	405810		DUES & ASSOCIATION MEMBERSHIPS	4,000.00	1,447.40	4,000.00	5,000.00	5,000.00	VAMWA; VRWA; FEES FOR PLANT EMPLOYEE LICENSES
37910500	405840		INSURANCE DAMAGES/RECOVERIES	-	-	-	-	-	
37910500	406001		OFFICE SUPPLIES	700.00	711.18	700.00	700.00	700.00	
37910500	406005		JANITORIAL SUPPLIES	2,500.00	381.73	2,500.00	2,500.00	2,500.00	
37910500	406007		REPAIR & MAINTENANCE SUPPLIES	90,000.00	54,007.29	90,000.00	90,000.00	90,000.00	ULTRATECH SLEEVES, BALLASTS, FILTER CLOTHS, BULBS
37910500	406008		VEHICLE & PWERD EQUIPMENT FUEL	12,000.00	1,381.07	12,000.00	12,000.00	10,000.00	
37910500	406009		VEHICLE & PWERD EQUIP SUPPLIES	3,500.00	2,265.39	3,500.00	3,500.00	3,000.00	
37910500	406011		UNIFORMS & WEARING APPAREL	2,200.00	514.90	2,200.00	2,200.00	2,200.00	
37910500	406014		OTHER OPERATING SUPPLIES	255,350.00	156,132.42	255,350.00	267,350.00	267,350.00	SAFETY TRAINING; LAB SUPPLIES, CHEMICALS: SUFFOLK SALES \$132000 (PRICE INCR. GLYCERIN); UNIVAR \$60000; WATER GUARD \$5175
37910500	408001		MACHINERY & EQUIPMENT	108,600.00	68,775.93	138,100.00	108,600.00	88,600.00	PH METERS; GRINDER MOTOR; TANK RADAR PROBE; SAMPLERS; VFDS; FILTER PLCS
37910500	408007		ADP EQUIPMENT	-	-	-	-	-	
PARHAM LANDING SEWER Total				2,130,444.00	1,661,034.52	1,949,925.00	2,320,585.00	2,299,929.00	
37910600	401100		SALARIES & WAGES-REGULAR	122,396.00	128,404.65	74,354.00	204,003.00	214,203.00	
37910600	401200		WAGES-OVERTIME REGULAR	1,500.00	5,388.73	-	1,500.00	1,500.00	
37910600	401400		WAGES-PART TIME OVERTIME	-	-	1,500.00	-	-	
37910600	401900		ON-CALL PAY	1,250.00	968.75	1,000.00	1,250.00	1,250.00	
37910600	402100		FICA/MEDICARE	9,573.00	10,122.37	5,879.00	15,816.00	16,597.00	
37910600	402210		RETIREMENT-VRS	16,897.00	16,524.50	9,718.00	26,490.00	27,815.00	
37910600	402215		VRS EMPLOYEE HEALTH INSUR CRED	98.00	278.18	163.00	163.00	171.00	
37910600	402220		PENSION LIABILITY EXPENSE	-	-	-	-	-	
37910600	402310		HOSPITAL/MEDICAL PLANS	12,017.00	13,281.20	11,291.00	39,420.00	35,054.00	
37910600	402317		HSA CONTRIBUTION-EMPLOYER	500.00	500.00	-	500.00	500.00	
37910600	402400		GROUP LIFE INSURANCE	1,640.00	1,694.50	996.00	2,408.00	2,527.00	
37910600	402500		ST/LT DISABILITY PREMIUM	361.00	384.60	118.00	349.00	367.00	
37910600	402710		WORKERS' COMPENSATION	3,954.00	1,478.22	2,451.00	5,417.00	5,684.00	

ORG	OBJ	PROJECT	DESCRIPTION	2024 ACTUALS	2024 ORIGINAL BUDGET	2025 ORIGINAL BUDGET	2026 DEPARTMENT REQUEST	COUNTY ADMINISTRATOR'S RECOMMENDATION	DEPARTMENT JUSTIFICATIONS
37910600	403160		CONTRACT SERVICES	110,800.00	110,052.36	110,800.00	110,800.00	110,800.00	WIND RIVER \$90000; ELECTRICAL MAINTENANCE \$20000
37910600	403162		WATER/SEWER TESTING	11,500.00	1,772.07	11,500.00	11,500.00	11,500.00	
37910600	403170		PROFESSIONAL SERVICES	5,000.00	8,693.00	5,000.00	5,000.00	5,000.00	
37910600	403187		MISS UTILITY	-	-	-	-	-	
37910600	403310		REPAIRS & MAINTENANCE	151,000.00	166,417.94	125,500.00	201,000.00	151,000.00	MAINTENANCE FOR (24) SEWER PUMP STATIONS; UPGRADING (7) SEWER PUMP STATION CONTROLS AT BRICKSHIRE \$90000; SEWER REPAIRS \$40000; INCLUDES BOTTOMS BRIDGE; AIR RELEASE EQUIPMENT \$20000; MAINTENANCE OF AGING GENERATORS
37910600	403320		MAINTENANCE SERVICE CONTRACTS	85,500.00	16,766.05	85,500.00	85,500.00	85,500.00	SCADA REPAIRS; SENSOR REPLACEMENTS
37910600	403325		GENERATOR MAINTENANCE	35,000.00	16,938.83	35,000.00	35,000.00	35,000.00	PMS ONLY
37910600	405110		ELECTRIC SERVICE	83,820.00	108,520.67	67,000.00	86,334.00	86,334.00	INCREASE DUE TO CONSUMER PRICE INDEX; ELECTRICAL COSTS FOR SEWER PUMP STATIONS AT BOTTOMS BRIDGE; FONK 5; 60W; TRALEE LN; FONK 2; COURTHOUSE; CHICKAHOMINY; SCOTSVIEW; THE OAKS; KENTLAND; KINGS POND; REGAL LN; EMMAUS CHURCH; 64E REST AREA; PINE NEEDLES; VINEYARD PKWY; CHAUCER; 64W REST AREA; POCAHONTAS TRAIL; N COURTHOUSE; DAIRY QUEEN
37910600	405229		TELECOMMUNICATIONS-CELLULAR	7,010.00	10,697.80	7,010.00	7,010.00	7,010.00	
37910600	405230		TELECOMMUNICATIONS-LAND	4,000.00	-	4,000.00	4,000.00	4,000.00	
37910600	405232		TELECOMMUNICATIONS-EQUIPMENT	-	-	-	-	-	
37910600	405304		INSURANCE-FIRE/PROPERTY	5,000.00	10,018.00	5,000.00	5,250.00	5,250.00	
37910600	405305		VEHICLE INSURANCE	1,590.00	1,107.00	1,500.00	747.00	747.00	
37910600	405410		LEASE/RENT-EQUIPMENT	-	-	-	-	-	
37910600	405840		INSURANCE DAMAGES/RECOVERIES	-	-	-	-	-	
37910600	406007		REPAIR & MAINTENANCE SUPPLIES	13,500.00	14,014.64	13,500.00	13,500.00	13,500.00	
37910600	406008		VEHICLE & PWERD EQUIPMENT FUEL	6,000.00	299.43	6,000.00	10,000.00	10,000.00	INCLUDES FUEL POLISHING
37910600	406009		VEHICLE & PWERD EQUIP SUPPLIES	2,500.00	1,840.27	2,500.00	2,500.00	2,500.00	
37910600	406014		OTHER OPERATING SUPPLIES	27,300.00	6,145.46	27,300.00	27,300.00	27,300.00	SAFETY TRAINING; LAB SUPPLIES; PH METER; CHEMICALS
37910600	408001		MACHINERY & EQUIPMENT	118,000.00	56,440.30	98,500.00	146,095.00	146,095.00	LAB & STORAGE BUILDING AT RECLAIM; (3) PUMPS; (3) ATS; (4) BUBBLER SYSTEMS; SAMPLER FOR RECLAIM; (2) AIR RELEASE VALVES & REPLACEMENT KITS
COUNTY SEWER & RECLAIM SYSTEM Total				837,706.00	708,749.52	713,080.00	1,048,852.00	1,007,204.00	
37910650	403160		CONTRACT SERVICES	-	-	-	-	-	
37910650	403162		WATER/SEWER TESTING	-	-	-	-	-	
37910650	403310		REPAIRS & MAINTENANCE	-	-	-	-	-	
37910650	403325		GENERATOR MAINTENANCE	-	-	-	-	-	
37910650	405110		ELECTRIC SERVICE	-	-	-	-	-	
37910650	405304		INSURANCE-FIRE/PROPERTY	-	-	-	-	-	
37910650	406007		REPAIR & MAINTENANCE SUPPLIES	-	-	-	-	-	
37910650	406008		VEHICLE & PWERD EQUIPMENT FUEL	-	-	-	-	-	
37910650	406014		OTHER OPERATING SUPPLIES	-	-	-	-	-	

ORG	OBJ	PROJECT	DESCRIPTION	2024 ACTUALS	2024 ORIGINAL BUDGET	2025 ORIGINAL BUDGET	2026 DEPARTMENT REQUEST	COUNTY ADMINISTRATOR'S RECOMMENDATION	DEPARTMENT JUSTIFICATIONS
37910650	408001		MACHINERY & EQUIPMENT	-	-	-	-	-	
BOTTOMS BRIDGE SEWER Total				-	-	-	-	-	
37918000	401180	50003	COVID PAID LEAVE	-	-	-	-	-	
37918000	401200	50001	HURR FLORENCE WAGES-OT REG	-	-	-	-	-	
37918000	401200	50002	HURRICANE MICHAEL WAGES-OT REG	-	-	-	-	-	
37918000	402100	50001	HURR FLORENCE FICA/MEDICARE	-	-	-	-	-	
37918000	402100	50002	HURRICANE MICHAEL FICA/MEDI	-	-	-	-	-	
37918000	402100	50003	FICA/MEDICARE	-	-	-	-	-	
37918000	405899	50001	HURR FLORENCE MISC	-	-	-	-	-	
37918000	405899	50002	HURRICANE MICHAEL MISC	-	-	-	-	-	
DISASTER RECOVERY Total				-	-	-	-	-	
37931000	409201		TRANS TO GENERAL FUND 1101	-	-	-	-	-	
37931000	409215		TRANS TO FUND BBSD 1515	300,184.00	296,813.96	303,654.00	299,592.00	299,592.00	
37931000	409217		TRANS TO FUND BBSD 1515	654,600.00	662,166.00	662,166.00	653,309.00	653,309.00	
TRANSFER TO OTHER FUNDS Total				954,784.00	958,979.96	965,820.00	952,901.00	952,901.00	
37940000	408601		SCADA SYS INSTALLATION-WATER	-	-	-	-	-	
37940000	408602		SCADA SYS INSTALLATION-SEWER	-	78,791.00	190,000.00	-	-	
37940000	408603		INTERCONN LGR/SM WATER SYS	-	-	-	-	-	
37940000	408604		GROUND LEVEL TANK MAINT	-	2,465.12	-	-	-	
37940000	408605		VEHICLE REPLACEMENT	90,000.00	240,297.00	220,000.00	100,000.00	100,000.00	REPLACE VEHICLES 1902 & 1916
37940000	408606		RECLAIMED WATER LINE EXTENSION	-	-	-	-	-	
37940000	408607		WATER SUPPLY PLAN FEAS STUDY	-	41,680.62	-	-	-	
37940000	408608		SCADA-REPLACE CURRENT SERVERS	-	-	-	-	-	
37940000	408609		MICROWAVE ANTENNA	-	-	-	-	-	
37940000	408610		INTERCONN WATER SYS STUDY	-	-	-	-	-	
37940000	408611		GIS UTL MAPPING & UPGRADES	-	-	-	-	-	
37940000	408612		REPLACE STORAGE BUILDING	-	-	-	-	-	
37940000	408613		TLLYSVILLE SPS SPIRAL LFT GRNDR	1,000,000.00	116,927.10	1,500,000.00	-	-	
37940000	408614		PL WELL PUMP REPLACEMENT	-	-	-	-	-	
37940000	408615		ODOR CONTROL UNIT	-	-	-	-	-	
37940000	408616		WATER TREATABILITY PER	-	-	-	-	-	
37940000	408617		PARHAM LNDG SBR DIFFUSER MNT	-	-	-	-	-	
37940000	408618		WATER SYSTEM INTERCONN. PHS 1A	1,000,000.00	-	1,000,000.00	7,000,000.00	5,500,000.00	CONSTRUCTION OF RT 249 WATERLINE FROM POMEROY PARK TO THE QUINTON COMMUNITY CENTER
37940000	408619		WELL & PUMP PREV. MAINT.	-	-	-	-	-	
37940000	408620		AQUA AERBICS COMPUTER UPGRD	-	-	-	-	-	
37940000	408621		EXTND WTR UP RT33/RT30/I64	-	-	-	-	-	
37940000	408622		CONSTRUCTION-FIXED ASSETS	-	(1,769,894.29)	-	-	-	
37940000	408623		EQUIPMENT-FIXED ASSETS	-	(659,413.74)	-	-	-	
37940000	408624		WATER STORAGE TANK REPLACEMENT	-	39,084.18	-	-	-	
37940000	408625		STORAGE TANK SIDING	-	-	-	-	-	
37940000	408627		SHERWOOD EST BACKUP WELL	-	-	-	-	-	
37940000	408628		RAW WATER PUMP TR ENGINEER STU	-	88,273.90	-	-	-	
37940000	408629		FORD F-550 UTILITY TRUCK	-	-	-	-	-	
37940000	408630		BB CARY RD WELL REPLACEMENT	-	-	-	-	-	
37940000	408631		FONK TALLEYSV WELL REPLACEMENT	-	-	-	-	-	
37940000	408632		PREHAM LANDING PRE-TRE ORDINAN	-	-	-	-	-	

ORG	OBJ	PROJECT	DESCRIPTION	2024 ACTUALS	2024 ORIGINAL BUDGET	2025 ORIGINAL BUDGET	2026 DEPARTMENT REQUEST	COUNTY ADMINISTRATOR'S RECOMMENDATION	DEPARTMENT JUSTIFICATIONS
37940000	408633		RIVER INTAKE & PIPELINE MITIGA	-	-	-	-	-	
37940000	408634		ASV R175HD COMPACT LOADER	-	-	-	-	-	
37940000	408635		ARCGIS MOBILE COLLECTOR IMPL	-	-	-	-	-	
37940000	408636		PAMUNKEY LAND ACQUISITION	-	55,000.00	-	-	-	
37940000	408637		COPIER PROCUREMENTS	-	-	-	-	-	
37940000	408638		PARHAM WELL #1 GENERATOR PH 1A	-	81,284.09	-	-	-	
37940000	408639		COLONIES SITE UPGRADES	500,000.00	14,256.50	1,250,000.00	-	-	
37940000	408640		AWIA RISK & RESILIENCY ASSMENT	-	-	-	-	-	
37940000	408642		SOLIDS STABILIZATION DEWATERIN	1,750,000.00	384,615.48	-	1,500,000.00	-	SOLIDS HANDLING PROJECT, TO REDUCE OPERATING COSTS AT PARHAM LANDING WASTEWATER TREATMENT PLANT
37940000	408643		REPLACE GRIT CLASSIFERS PARHAM	-	-	-	-	-	
37940000	408644		ROURT 106 UTILITY EXTENSIONS	-	-	-	-	-	
37940000	408645		UTILITIES OP CENTER SITE PLAN	500,000.00	84,481.25	450,000.00	1,500,000.00	1,500,000.00	CONSTRUCTION OF NEW OPERATIONS CENTER FOR PUBLIC UTILITIES
37940000	408646		RETAINAGE PAYABLE - YE ADJUSTM	-	(20,866.67)	-	-	-	
37940000	408647		CCTV CAMERAS	-	392.56	-	-	-	
37940000	408648		MAINT MGMNT SYSTEM NEEDS ASSES	-	22,260.32	-	-	-	
37940000	408649		MULCHING HEAD FOR SKID LOADER	-	-	-	-	-	
37940000	408650		CULTURAL RESOURCES SURVEYS	200,000.00	-	-	-	-	
37940000	408651		MINITREE BACKUP WATER SUP WELL	250,000.00	-	175,000.00	-	-	
37940000	408652		WATER SYS INTERCONN PHS 1B	-	1,043,965.66	250,000.00	-	-	
37940000	408653		ELEVATD STORAGE TANK BRICKSHIR	1,000,000.00	85,089.00	-	6,250,000.00	-	NEW WATER TANK
37940000	408654		CHICKAHOMANY SPS GRINDER	-	-	-	-	-	
37940000	408655		GENERATOR REPLACEMENTS	-	54,895.10	180,000.00	60,000.00	60,000.00	REPLACEMENT OF GENERATORS THAT ARE 25+ YEARS OLD
37940000	408656		MINITREE WELLHOUSE-SCADA	-	-	65,000.00	-	-	
37940000	408658		PARHAM LANDING FIRE ALARM UGRD	-	61,164.00	100,000.00	-	-	
37940000	408659		SURFACE WATER WITHDRAWAL PROJE	1,250,000.00	-	-	-	-	
37940000	408660		PAMUNKEY RIVER INTAKE	650,000.00	-	-	-	1,000,000.00	RIVER INTAKE & RWPS - DESIGN & CONSTRUCT
37940000	408661		WATER SYSTEM INTERCONN. - CENT	125,000.00	-	-	125,000.00	125,000.00	BUDGET PLACEHOLDER TO BEGIN PRELIMINARY ENGINEERING, DESIGN AND EASEMENT ACQUISITION FOR THE FUTURE OF CONNECTING WATER LINES IN THE CENTRAL WATER SYSTEM.
37940000	408662		SEWER PUMP STATIONS UPGRADES	450,000.00	-	-	-	-	
37940000	408663		PAMUNKEY RIVER INTAKE - ENV ST	250,000.00	-	-	-	-	
37940000	408664		SEWER FIELD ASSESSMENT AND REP	125,000.00	-	-	125,000.00	125,000.00	BUDGET PLACEHOLDER TO PERFORM ASSESSMENT AND TAKE CORRECTIVE ACTION ON SEWER GAS & INFLOW/INFILTRATION
37940000	408665		SEWER MASTER PLAN	125,000.00	-	-	75,000.00	75,000.00	BUDGET PLACEHOLDER TO REVIEW CAPACITY TO PUMP AND TREAT WASTEWATER IN THE FUTURE
37940000	408666		COLONIAL DOWNS WELL PUMP UPGRA	125,000.00	-	-	-	-	
37940000	408667		CLINT LANE PUMP STATION GRINDE	100,000.00	-	-	-	-	

ORG	OBJ	PROJECT	DESCRIPTION	2024 ACTUALS	2024 ORIGINAL BUDGET	2025 ORIGINAL BUDGET	2026 DEPARTMENT REQUEST	COUNTY ADMINISTRATOR'S RECOMMENDATION	DEPARTMENT JUSTIFICATIONS
37940000	408668		I-64 EASEMENT ACCESS	50,000.00	-	-	50,000.00	50,000.00	OBTAIN LAWFUL ACCESS TO EASEMENTS THROUGH LANDOWNER OUTREACH, SURVEY AND EASEMENT PLAT RECORDATION, AS WELL AS APPRAISAL AND COMPENSATION FOR THE OWNER.
37940000	408669		WATER TREATABILITY/CORROSION E	20,000.00	-	-	-	-	
37940000	409999		POTENTIALLY FUNDED ITEMS	-	-	-	583,600.00	508,600.00	TANK MIXING 50,000 CARBON FEED SYSTEM @ WWTP 225,000 EASEMENT CLEARING (RT 30 & RT 60) 125,000 CHICKAHOMINY MAINT YARD 75,000 COMPUTERS 33,600
WATER/SEWER CAPT. PROJECTS Total				9,560,000.00	44,748.18	5,380,000.00	17,368,600.00	9,043,600.00	
37950000	409180		COST OF BOND ISSUANCE	-	-	-	-	-	
OTHER FINANCING COSTS Total				-	-	-	-	-	
37951000	409100		ADMINISTRATIVE PAYING AGENT-CO	6,500.00	5,637.50	5,500.00	5,638.00	5,638.00	ADMIN PAYING AGENT FEES PER HISTORICAL
37951000	409999		POTENTIALLY FUNDED ITEMS	-	-	-	-	325,000.00	POTENTIAL INTEREST PAYMENT FOR 13 MILLION DOLLOR BORROWING
DEBT SERVICE Total				6,500.00	5,637.50	5,500.00	5,638.00	5,638.00	
37952000	409110		PRIN-VRA 2014 RT249 WATERLINE	-	-	-	-	-	
37952000	409120		INT-VRA 2014 RT249 WATERLINE	-	-	-	-	-	
VRA 2014 RT249 WATERLINE Total				-	-	-	-	-	
37952001	409110		VRA 2020 RT618 WATERLINE-PRINC	143,496.00	-	142,072.00	144,935.00	144,935.00	PRINCIPAL DUE PER DEBT SCHEDULE
37952001	409120		VRA RT618 WATERLINE - INTEREST	17,072.00	18,028.91	18,497.00	15,634.00	15,634.00	
VRA RT618 WATERLINE INTERCONNE Total				160,568.00	18,028.91	160,569.00	160,569.00	160,569.00	
37952002	409110		PRIN-C&F 2021B REFUND VRA 2014	65,000.00	-	64,000.00	65,000.00	65,000.00	PRINCIPAL DUE PER DEBT SCHEDULE
37952002	409120		INT-C&F2021B REFUND VRA2014REV	5,814.00	6,336.23	6,523.00	5,099.00	5,099.00	INTEREST PAYMENTS PER DEBT SCHEDULE
C&F 2021B REFUND VRA2014 REVOL Total				70,814.00	6,336.23	70,523.00	70,099.00	70,099.00	
37952003	409110		PRIN-C&F 2022 SOLIDS HANDL PLT	371,000.00	-	363,000.00	380,000.00	380,000.00	PRINCIPAL DUE PER DEBT SCHEDULE
37952003	409120		INT-C&F2022 SOLIDS HANDL PLT	181,090.00	187,234.28	189,421.00	172,566.00	172,566.00	INTEREST PAYMENTS PER DEBT SCHEDULE
C&F 2022 SOLIDS HANDL PLANT Total				552,090.00	187,234.28	552,421.00	552,566.00	552,566.00	
PUBLIC UTILITIES EXPENDITURE Total				17,302,726.00	5,705,761.62	12,397,748.00	25,715,626.70	17,513,643.00	



COUNTY OF NEW KENT
FISCAL YEAR 2025-2026 RECOMMENDED BUDGET
CAPITAL IMPROVEMENT PLAN - DEPARTMENTAL DETAIL - PUBLIC UTILITY FUND
FISCAL YEARS 2026 TO 2030

PROJECT DESCRIPTION	FY25 ADOPTED BUDGET	DEPARTMENT REQUESTS							REVENUE SOURCES FY26 THRU FY30							CA RECOMMENDED	
		FY 25-26 DEPT. REQUESTS	FY 26-27	FY 27-28	FY 28-29	FY 29-30	REQUESTED FY26 THRU FY30	BEYOND FY 30	FEDERAL	STATE/ OTHER GOV'T	FUTURE PROFFERS/ GRANTS/ CDA/ PRIVATE	PROFFERS/ GRANTS/ CDA	OTHER (COLONIAL DOWNS)	DEBT	FUND BALANCE FY26 - FY30 (UNRESTR.)	FY 25-26 RECOMMENDED BUDGET	FUND BALANCE REQUIREMENT FOR FY 25-26
PUBLIC UTILITIES																	
Parham Solids Handling	1,750,000	-	-	-	-	-	-	10,000,000		-	-	-	-	-	-	-	-
Carbon Control System Reconstruction at PLWWTP	-	225,000	-	-	-	-	225,000	-	-	-	-	-	-	-	225,000	225,000	225,000
SCADA Upgrades at Parham WWTP	-	-	-	-	-	625,000	625,000	-	-	-	-	-	-	-	625,000	-	625,000
Parham Landing Intellipro Upgrade	-	-	-	-	-	-	-	130,000	-	-	-	-	-	-	-	-	-
Brickshire Water Tank	1,000,000	-	5,250,000	5,000,000	-	-	10,250,000	5,250,000	-	-	-	-	-	10,250,000	-	-	-
Water System Interconnections Phase 1 - NK Hwy Waterline	1,000,000	5,500,000	-	-	-	-	5,500,000	-	-	-	-	-	-	5,500,000	-	5,500,000	-
Water System Interconnections - Central Water System	125,000	125,000	-	-	-	-	125,000	30,500,000	-	-	-	-	-	-	125,000	125,000	125,000
Colonial Downs Well Pump Upgrade	125,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Tank Mixing	-	50,000	50,000	50,000	50,000	-	200,000	-	-	-	-	-	-	-	200,000	50,000	200,000
Colonies Site Upgrades	500,000	-	-	-	-	-	-	150,000	-	-	-	-	-	-	-	-	-
Clint Lane Pump Station Grinder	100,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Talleysville Pump Station Grinder	1,000,000	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Sewer Field Assessment & Repair	125,000	125,000	-	-	-	-	125,000	-	-	-	-	-	-	-	125,000	125,000	125,000
Sewer Master Plan	125,000	75,000	-	-	-	-	75,000	100,000	-	-	-	-	-	-	75,000	75,000	75,000
Sewer Pump Stations Upgrades	450,000	-	1,950,000	-	-	2,210,000	4,160,000	-	-	-	1,950,000	-	-	-	2,210,000	-	2,210,000
Surface Water Withdrawal Project - Land Acquisition	1,250,000	-	-	-	1,850,000	-	1,850,000	-	-	-	-	-	-	-	1,850,000	-	-
Engineering & Construction of Pamunkey River Intake	650,000	1,000,000	1,000,000	4,000,000	5,000,000	1,000,000	12,000,000		-	-	-	-	-	9,950,000	2,050,000	1,000,000	1,000,000
Design & Construction of New Water Treatment Plant, Raw & Finished Water Pipelines	-	-	-	-	-	1,000,000	1,000,000	56,000,000	-	-	-	-	-	-	1,000,000	-	1,000,000
SWTP Cultural Resources Surveys	200,000	-	-	-	-	450,000	450,000	-	-	-	-	-	-	-	450,000	-	450,000
Pamunkey River Withdrawal - Environmental Studies & Mitigation	250,000	-	-	-	450,000	-	450,000	-	-	-	-	-	-	-	450,000	-	450,000
Utilities Operations Center Site Planning	450,000	1,500,000	4,000,000	-	-	-	5,500,000	1,250,000	-	-	-	-	-	5,500,000	-	1,500,000	-
Maintenance Yard at Chickahominy Reclaim Distribution Center	-	75,000	50,000	25,000	-	-	150,000	-	-	-	-	-	-	-	150,000	75,000	75,000
I-64 Easement Access	50,000	50,000	50,000	50,000	50,000	-	200,000		-	-	-	-	-	-	200,000	50,000	200,000
Easement Clearing	-	125,000	-	-	-	-	125,000	-	-	-	-	-	-	-	125,000	125,000	125,000
Generator Replacements	-	60,000	-	120,000	-	150,000	330,000	300,000	-	330,000	-	-	-	-	-	60,000	-
Vehicle Replacement(s) - Qty 2	90,000	100,000	-	100,000	-	100,000	300,000	-	-	-	-	-	-	-	300,000	100,000	300,000
Computer Replacements	14,800	33,600	13,200	7,200	12,000	8,400	74,400	34,800	-	-	-	-	-	-	74,400	33,600	74,400
Hydro Vacuum Excavation Trailer	-	-	-	-	-	-	-	120,000	-	-	-	-	-	-	-	-	-
Parham Landing Service Area Expansion - Eltham Area	-	-	-	-	-	-	-	5,361,000	-	-	-	-	-	-	-	-	-
Parham Landing Service Area Expansion - Route 33 to Interstate 64	-	-	-	-	-	-	-	9,100,000	-	-	-	-	-	-	-	-	-
TOTAL CIP - ALL DEPTS.	\$ 9,254,800	\$ 9,043,600	\$ 12,363,200	\$ 9,352,200	\$ 7,412,000	\$ 5,543,400	\$ 43,714,400	\$ 118,295,800	\$ -	\$ 330,000	\$ 1,950,000	\$ -	\$ -	\$ 31,200,000	\$ 10,234,400	\$ 9,043,600	\$ 7,259,400

**NEW KENT COUNTY, VIRGINIA
REQUEST FOR CAPITAL IMPROVEMENT PROJECT
CIP FORM - A (FY2026)**

1. Department/Organization: <u>Public Utilities</u>		2. Priority: <u>2</u>		3. Project Title: <u>Brickshire Water Tank</u>					
4. Strategic Plan: Strategic Theme: <u>Infrastructure Goals</u> (example: <u>Growth Management Goals</u>)		<u>I.3; Q.3</u> (example: <u>GM.3</u>)							
5. Estimated Cost:	FY25 Budget Allocation	Current Year FY26 25-26	FY27 26-27	FY28 27-28	FY29 28-29	FY30 29-30	FY31 30-31	Beyond 31-32	5 Year Project Total
	\$ 1,000,000	\$ -	\$ 5,250,000	\$ 5,000,000	\$ -	\$ -	\$ -	\$ 5,250,000	\$ 10,250,000
6. Description (if change, what is the change?): <u>Water tank needed to meet peak demand now as well as future demand based on approved developments.</u>									
7. Justification: <u>Non-mandated</u> <u>Mandated</u> <u>Mandating Agency:</u> <u>X</u> State: _____ Federal: _____ Local: _____ <u>Not mandated yet. Provides adequate storage and flow for this area. Fire fighting capabilities can be compromised when operating conditions are not optimal.</u>									
8. What is the impact of NOT doing this project? <u>Continued low pressure complaints in the Brickshire area during peak (irrigation) periods; low fire flow</u>									
9. Timetable: <u>Engineering & design of the elevated tank underway, construction in FY27</u>									
10. Land or Right-of-Way Status: <u>County-owned lot on Horseman Rd</u>									
11. Other Special Consideration (s) (Future Expansion/Special Features/ etc.) :									
12. Method of Financing: _____ CML <u>Utility fund for engineering. Future proffers, Utility Fund are all possibilities for construction</u>									
13. Operating Impact (Include annual increase/decrease cost estimates) : <u>Annual cleaning & inspections, site maintenance</u>									
14. Location: (Provide a map showing the location) <u>Horseman Rd</u>									
15. Alternatives to requested project: <u>None</u>									
16. Previous Funding Received:		17. Revenue Sources - (FY26-30):			18. Cost Summary - FY26-30 (5 Year Total):				
<u>Source</u>		<u>Source</u>							
Local \$ 1,000,000		Federal \$ -			Planning/Engineering/Legal \$ -				
\$ -		State \$ -			Property Acquisition \$ 50,000				
\$ -		Private \$ -			Construction \$ 10,200,000				
\$ -		Local \$ 8,050,000			Equipment/Furniture \$ -				
\$ -		Proffers \$ 2,200,000			\$ -				
\$ -		Other: \$ -			Other: \$ -				
TOTAL \$ 1,000,000		TOTAL \$ 10,250,000			TOTAL \$ 10,250,000				
Prepared By: <u>Mike Lang</u>		Telephone Number: <u>804-966-9625</u>							
Date: <u>3/28/2025</u>		Email Address: _____							
Source of Estimates: <u>Dewberry</u>		<div style="border: 1px solid black; padding: 5px;"> For Office Use Only Planning Commission Ranking: _____ Staff Recommendation Ranking: _____ Overall Ranking: _____ </div>							
<u>Don't forget to attach supporting documentation</u>									

NEW KENT COUNTY, VIRGINIA REQUEST FOR CAPITAL IMPROVEMENT PROJECT CIP - FORM A (FY26)									
1. Department/Organization: <div style="text-align: center; color: blue; font-weight: bold;">Public Utilities</div>			2. Priority: <div style="text-align: center; color: blue; font-weight: bold;">2</div>			3. Project Title: <div style="text-align: center; color: blue; font-weight: bold;">Parham Solids Handling</div>			
4. Strategic Plan: Strategic Theme: <u>Infrastructure Goals</u> <small>(example: Growth Management Goals)</small>			Goal: <u>I.2; I.3</u> <small>(example: GM.3)</small>						
5. Estimated Cost:									
	FY25 Budget Allocation	Current Year FY26 25-26	FY27 26-27	FY28 27-28	FY29 28-29	FY30 29-30	FY31 30-31	Beyond 31-32	5 Year Project Total
	\$ 4,250,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000,000	\$ -
6. Description (if change, what is the change?): Additional funds needed to complete the project due to increases in the CPI and construction costs since the project budget was developed									
7. Justification: <div style="display: flex; justify-content: space-between;"> <div>Non-mandated X</div> <div>Mandated</div> <div>Mandating Agency: State: _____ Federal: _____ Local: _____</div> <div>DEQ</div> </div> <p>Once completed, the solids handling project will reduce the overall operating costs of the WWTP. Currently, we are hauling sludge as fast as practical and barely keeping up. Future growth demands and operational efficiency require the completion of the project. The additional funds are to account for increases in the CPI and construction costs since the project was initiated.</p>									
8. What is the impact of NOT doing this project? An unmanageable amount of liquid sludge, hauled and disposed at an excessive cost. Plant construction regardless, to increase sludge holding and digestion capabilities.									
9. Timetable: bids have been received, NTP anticipated May 2025.									
10. Land or Right-of-Way Status: Parham Landing WWTP									
11. Other Special Consideration (s) (Future Expansion/Special Features/ etc.):									
12. Method of Financing: The additional funds needed will come from the utility enterprise fund. Henrico County obligated to pay 20% CML									
13. Operating Impact (Include annual increase/decrease cost estimates): reduced operating costs at the Parham Landing WWTP. Better control over sludge processing and handling. Operational efficiency and room for future growth.									
14. Location: (Provide a map showing the location) Parham Landing WWTP.									
15. Alternatives to requested project: Continue to haul sludge to Henrico (who doesn't want it) or HRSD (at much higher cost). Incur capital costs to increase sludge holding and digestion capabilities at the WWTP.									
16. Previous Funding Received:		17. Revenue Sources - (FY26-30):			18. Cost Summary - FY26-30 (5 Year Total):				
<div style="text-align: right; font-weight: bold;">Source</div> <div style="display: flex; justify-content: flex-end;"> <div style="width: 100px;"></div> <div>\$ -</div> </div> <div style="display: flex; justify-content: flex-end;"> <div style="width: 100px;"></div> <div>\$ -</div> </div> <div style="display: flex; justify-content: flex-end;"> <div style="width: 100px;"></div> <div>\$ -</div> </div> <div style="display: flex; justify-content: flex-end;"> <div style="width: 100px;"></div> <div>\$ 3,050,000</div> </div> <div style="display: flex; justify-content: flex-end;"> <div style="width: 100px;"></div> <div>\$ 8,880,000</div> </div> <div style="display: flex; justify-content: flex-end;"> <div style="width: 100px;"></div> <div>\$ -</div> </div> <div style="display: flex; justify-content: flex-end; font-weight: bold;"> <div style="width: 100px;"></div> <div>TOTAL \$ 11,930,000</div> </div>		<div style="text-align: right; font-weight: bold;">Source</div> <div style="display: flex; justify-content: flex-end;"> <div style="width: 100px;"></div> <div>Federal \$ -</div> </div> <div style="display: flex; justify-content: flex-end;"> <div style="width: 100px;"></div> <div>State \$ -</div> </div> <div style="display: flex; justify-content: flex-end;"> <div style="width: 100px;"></div> <div>Private \$ -</div> </div> <div style="display: flex; justify-content: flex-end;"> <div style="width: 100px;"></div> <div>Local \$ -</div> </div> <div style="display: flex; justify-content: flex-end;"> <div style="width: 100px;"></div> <div>Proffers \$ -</div> </div> <div style="display: flex; justify-content: flex-end;"> <div style="width: 100px;"></div> <div>Other: Henrico \$ 1,500,000</div> </div> <div style="display: flex; justify-content: flex-end; font-weight: bold;"> <div style="width: 100px;"></div> <div>TOTAL \$ 1,500,000</div> </div>			<div style="display: flex; justify-content: space-between;"> <div>Planning/Engineering/Legal \$ 900,000</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Property Acquisition \$ -</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Construction \$ 1,600,000</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Equipment/Furniture \$ -</div> <div></div> </div> <div style="display: flex; justify-content: space-between;"> <div>Other: \$ -</div> <div></div> </div> <div style="display: flex; justify-content: space-between; font-weight: bold;"> <div>TOTAL</div> <div>\$ 2,500,000</div> </div>				
Prepared By: <u>Mike Lang</u>			Telephone Number: <u>804-966-9678</u>						
Date: <u>3/28/2025</u>			Email Address: <u>cmlang@newkent-va.us</u>						
Source of Estimates: <u>actual bids & quotes</u>			For Office Use Only Planning Commission Ranking: _____ Staff Recommendation Ranking: _____ Overall Ranking: _____						
Don't forget to attach supporting documentation									

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

Meeting Date: 4/14/2025

PRESENTATIONS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	authorize the County Administrator to execute the proposed agreements BisDigital in a form approved by the County Attorney for the purchase and installation of audio and video equipment in the New Kent Circuit Courtroom. I further move to appropriate up to \$117,601 from Capital Fund Balance to fund the requested project.
Subject	New Kent Circuit Court Audio & Video Recording System Purchase - County Administrator Rodney Hathaway
Issue	Consideration of request from the New Kent Circuit Court to purchase audio and video recording equipment for the Circuit Courtroom.
Recommendation	Staff recommends adoption of the proposed motion.
Fiscal Implications	<p>The proposed project consist of the following purchases and cost.</p> <p>A) Jury Deliberation Room Recording Equipment \$3,204.49 B) Camera for Recording \$4,476.25 C) Courtroom Audio and Recording System \$43,636.32 D) Evidence Presentation System \$36,283.81 E) Network & Wiring Installation \$20,000 F) Contingency \$10,000 TOTAL \$117,600.87</p> <p>Please be advised that \$36,283.81 will be reimbursed by the Virginia Court System, therefore the final cost will be \$81,317.06.</p>
Policy Implications	The Circuit Court is required to have a legal record of court proceedings and there is currently a State-wide shortage of stenographers, therefore the requested equipment will enable the courts to provide legal records of proceedings without the use of a stenographer, ensuring that cases will be able to proceed as scheduled.
Legislative History	
Discussion	Please see the attached proposals.

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
Jury Deliberation Room Recording Proposal (PDF)	Cover Memo
Camera and Recording Proposal (PDF)	Cover Memo
Court Audio and Recording System (PDF)	Cover Memo
Evidence Presentation System (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Administration	Hathaway, Rodney	Approved	4/2/2025 - 10:44 AM
Administration	Hathaway, Rodney	Approved	4/2/2025 - 10:59 AM
Attorney	Everard, Joshua	Approved	4/2/2025 - 11:03 AM



New Kent County Virginia Circuit Court

Proposal

Add Recording to Jury Deliberation Room

03-20-2025

Ms. Amy Crump

(804) 966-9523
acrump@vacourts.gov

Proposal Information

Title of Proposal:

Add Recording to Jury Deliberation Room

Proposal Total:

\$3,204.49

Intended Recipient Name (Attention To):

Ms. Amy Crump

Delivery Address:

BIS Digital Proposal Reference ID:

P-2301456

Contract Number:

TIPS Contract 230901 - Audio Visual Equipment, Supplies, and Services

Submitting Organization Information

Name:

Business Information Systems, Inc. DBA: BIS Digital

Address:

6600 Park Of Commerce Boulevard, Boca Raton FL 33487

Email:

sales@bisdigital.com

Website:

www.bisdigital.com

Account Manager:

Peter Huddleston

UEI Number:

L443F978GK46

Phone:

(800) 834-7674
(954) 493-7377

Account Manager Phone:

(800) 834-7674 x 4535

Fax:

(877) 858-5611

Date:

March 20, 2025



March 20, 2025

Ms. Amy Crump

acrump@vacourts.gov

Dear Ms. Crump,

Thank you for considering BIS Digital for your audio and video needs. We are pleased to submit our proposal in response to your request.

Attached to this proposal, you will find detailed information about our products and services, as well as pricing and terms. We believe that our proposal represents the best value for New Kent County Virginia Circuit Court, and we look forward to the opportunity to work with you.

If you have any questions or would like to discuss this proposal further, please do not hesitate to contact us.

Sincerely,

Peter Huddleston
Account Manager
peter.huddleston@bisdigital.com

Proposal Terms and Conditions

Proposal ID	P-2301456
Effective Period	This proposal is valid through 09-16-2025.
Tax Status	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
Deposit	All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.
Payment Terms	Payment for the delivery of goods is due upon the transfer of possession of the goods to the buyer or its agent. Payment of services is due when all services have been fully performed in accordance with the terms of the agreement. The buyer shall promptly inspect the goods or services upon receipt and shall notify BIS Digital of any defects or non-conformities. An ACH number will be provided for payment.
Cancellation	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all canceled orders.</p>
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact the availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.

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In addition to our comprehensive AV solutions, we provide a range of video conferencing options for remote video arraignment and other court conferencing needs, in either hosted or non-hosted formats. We also offer remote language translation connectivity and digital dictation, as well as meeting agenda automation, live streaming, web hosting, and on-demand systems. From concept to completion, we have provided these technologies to over 6,000 customers.

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As such, our team has a deep understanding of the unique requirements in these settings and the importance of reliable and effective AV systems. Our priority is to work closely with our clients to ascertain their specific needs and design a system that meets them. With that said, to us, technology integration and support is more than a project. It's a partnership. It's why we also offer ongoing maintenance and support for our AV systems, as well as providing training and technical assistance to users. We strive to build long-lasting relationships with our clients and exceed their expectations at every opportunity.

Corporate Data

Years in Business

43

Number of Employees

90

Geographic Reach

US + 6 Countries

Certifications

BIS Digital is a Certified Reseller and Authorized Support Agency for the following manufacturers (including but not limited to):

- ASC
- Ashly
- Atlona
- Audio-Technica
- Axis
- Biamp
- Dante
- Extron
- Philips
- QSC
- Shure
- Sony
- Televic
- Williams Sound
- WolfVision

Owner / CEO

Steve Coldren

Vice President

Kirk Ambrose

CFO

Isabel Valle

Manager of Operations

Gary Jones

Regional Sales Director

Jade Coldren

Account Manager

Peter Huddleston

System Engineer

Nick Riesco

Project Manager

Rosie Socolovitch

BIS-4000702 - Scope of Work Addendum

Rep Name: Peter Huddleston

Date: 03-18-2025

New Kent County Virginia Circuit Court

By signing below, I certify that I am an authorized signer for New Kent County Virginia Circuit Court and have reviewed and approve the Scope of Work Addendum provided by BIS Digital. I understand that this addendum updates requirements for the project, and certify this document accurately captures the needs of my organization. I also acknowledge that any further changes to the Scope of Work must also be approved in writing by all parties involved.

Scope of Work Addendum Description / Notes:

Court has occasions where a Juror has a question that he feels uncomfortable asking in the courtroom so the Judge, the Juror, Defense and Prosecution go into the Jury Deliberation room where the Juror asks their question. These conversations need to be recorded. BIS will run cable to the room and install a Omnidirectional Boundary Microphone in this room for that purpose. BIS will also program the DSP with a touch button on the control panel that will switch from the room microphones to the microphone in the Jury Deliberation room while muting the speakers in the courtroom. BIS will also add another button on the control panel that will switch it back.

System:

Courtroom

Multiple Rooms?

No – This scope does NOT consider multiple rooms.

Applicable Room Name(s):

Circuit Court Courtroom

Will any BIS Digital provided equipment need to match existing equipment?

No -- All BIS Digital provided equipment can be standalone and does not need to match any existing equipment.

System Training Required?

No -- This scope does NOT require system training.

Will BIS Digital provide ongoing support?

On-Site Support with Hardware Replacement

Disclaimer: Shipping and Handling

Shipping Information and Requirements

By engaging in our shipping services, customers are obligated to provide precise shipping contact information. This includes the first and last name, title, phone number, and email address of the individual designated to oversee shipping logistics. Customers must also explicitly state whether their location possesses a designated dock for receiving shipments. This information is crucial for planning to ensure the most efficient and timely delivery method.

Direct Shipments from Manufacturers

BIS Digital reserves the right to dispatch particular items, such as monitors and specific components, directly from the manufacturer. While this approach may result in separate arrivals from bundled systems, it is essential to secure timely deliveries and the uncompromised condition of individual components. Rest assured, we manage this process to minimize any potential disruption to your project.

Shipping Costs

The expenses associated with shipping and handling will be determined according to project-specific requirements. Customers will receive a set price for these costs included in a Bill of Materials prior to proceeding with any shipment. Our objective is to maintain cost-efficiency while upholding the highest standards of care for your equipment.

Shipping Schedule and Tracking

BIS Digital collaborates closely with customers to establish a shipping schedule that aligns with project timelines. Timely delivery is a paramount commitment, and customers will be kept informed of the shipping status through proactive communication. Additionally, when applicable, customers will be granted access to tracking services and notifications, affording them the means to monitor the status of their shipments, thereby facilitating appropriate preparation for the arrival of their AV equipment.

Disclaimer and Contact Information

This Shipping and Handling Disclaimer serves as a general guideline for our shipping and handling procedures. BIS Digital is firmly committed to addressing specific inquiries or concerns regarding shipping in a prompt and efficient manner, all with the overarching goal of ensuring a seamless and expedient shipping experience for your AV equipment. Should you require further clarifications, have concerns, or need additional assistance, we encourage you to reach out to our dedicated support team.

By signing below, I certify that I am an authorized signer for New Kent County Virginia Circuit Court and have reviewed and approved BIS Digital's Shipping and Handling Disclaimer. I understand that this disclaimer provides a general overview of shipping expectations and agree to hold BIS Digital harmless from liability arising from third-party carrier errors, damages, or delays. Furthermore, I acknowledge that if specific shipping instructions, such as address details, carry-in delivery, or attention-to information, are required, I will promptly forward these instructions to the designated account manager for implementation. I also recognize that any delays in providing accurate shipping information may result in project delays, and I accept responsibility for mitigating such delays by promptly addressing any shipping-related requirements.

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Responsibility for Modifications

BIS Digital takes pride in delivering high-quality audiovisual systems and solutions that are carefully designed, installed, and configured according to the client's specific needs and requirements. Any modifications, alterations, or changes made to the installed systems by the client or their staff after the completion of installation are outside the scope of our original service and responsibility.

Risk and Implications

Clients are advised that making unauthorized modifications to the audiovisual systems, including hardware and software, may result in compatibility issues, operational errors, and system malfunction. BIS Digital shall not be held responsible for any issues or damages that may occur due to these client-initiated modifications.

Client Decision-Makers

We encourage clients to designate responsible individuals who will oversee and approve any changes or updates to the audiovisual systems, and who understand the potential consequences of unauthorized modifications.

Client Communication

In the event that clients intend to make changes or upgrades to the installed systems, we kindly request that they notify BIS Digital in advance. This will allow us to assess the proposed changes for compatibility and potential impacts on the system.

Warranty and Support

Our standard warranty and support services apply to the audiovisual systems as they were originally installed and configured by BIS Digital. Any client-initiated modifications may void these warranties and may incur additional charges for repair or maintenance.

Dispute Resolution

In the event of disputes arising from client-initiated modifications and their impact on the audiovisual systems, BIS Digital is open to engaging in a constructive dialogue to find mutually acceptable solutions. However, the ultimate responsibility for such modifications rests with the client.

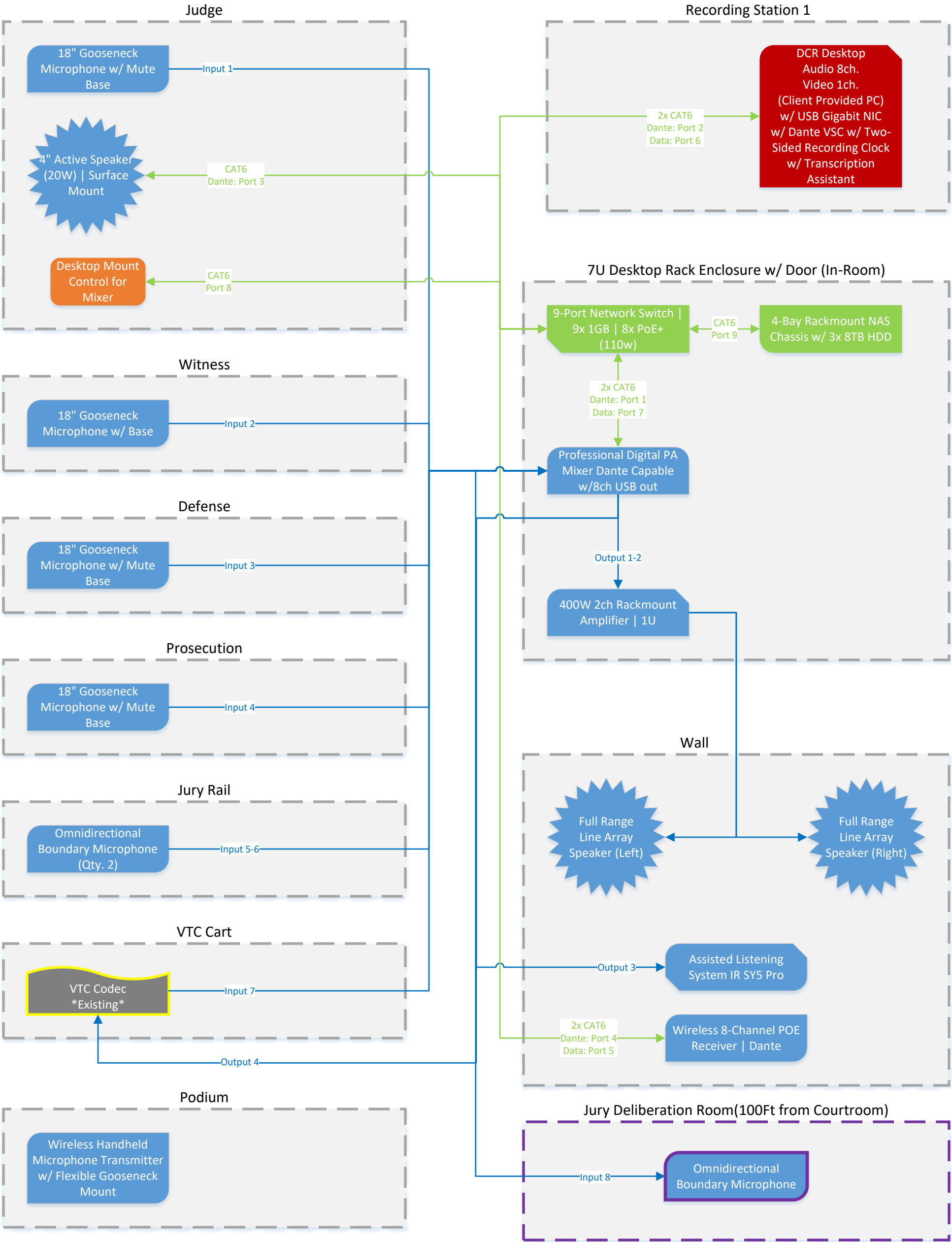
Acknowledgment

By continuing to use or make changes to the audiovisual systems installed by BIS Digital, clients acknowledge their understanding and acceptance of this disclaimer.

Contact Information

For any questions, concerns, or inquiries related to this Disclaimer, please contact BIS Digital through our official channels.

Please note that this disclaimer is a fundamental aspect of our service agreements. BIS Digital is committed to delivering exceptional AV solutions and ensuring the longevity and functionality of our installations. We appreciate your cooperation in preserving the integrity of our work.



NOTE: Customer requests Tesira Controller will mute all courtroom speakers when Jury Deliberation Mic is in use and will mute jury deliberation mic when courtroom mics are in use.

Equipment Add-On Appears on Q--8028164


Wiring Legend:

- Audio:	—————
- HDMI:	—————
- VGA:	—————
- Composite:	—————
- Network:	—————
- USB:	—————
- HDBaseT:	—————

Clients Existing Equipment

Signature:

Date:

ALL IDEAS, DESIGNS AND PLANS REPRESENTED BY THIS DRAWING ARE OWNED BY AND ARE THE PROPERTY OF BIS DIGITAL . THEY WERE CREATED AND DEVELOPED FOR USE ON THIS SPECIFIED PROJECT ONLY. NONE OF THE IDEAS, DESIGNS AND PLANS SHALL BE USED BY ANY PERSONS OR CORPORATIONS FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF BIS DIGITAL .	 BISDIGITAL 1300 NE 58th STREET, SUITE 300 FORT LAUDERDALE, FL 33334 PHONE: 800.715.1234 WEBSITE: www.bisdigital.com AUTHOR: M.J.C./NJR	New Kent County Virginia Circuit Court Q-8026873 Circuit Courtroom		
		AUDIO / VIDEO LINE DRAWING		
		DWG NO 1		REV A
		DATE: 3/19/2025		
		SHEET	1 of 1	

Installation Overview

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our installation process is an integral part of this commitment. The following section is a general overview of the steps we take to ensure a seamless experience. Note: The final schedule is determined with the client after a proposal is accepted and a purchase order is received.

Our installation process begins with careful planning and design to ensure that the AV system meets the needs of the end users and is properly integrated into the space. This includes conducting site surveys to assess the physical space and infrastructure, as well as working with clients to understand their specific needs and requirements. In circumstances where we are not able to conduct a technical walkthrough pre-quotation or believe the project would benefit from an additional review, we will coordinate a site survey at the client's earliest convenience. This allows us to properly assess the physical space and infrastructure, and solidify whether any site preparations need to be made in advance, such as providing lockable storage or installing power outlets as needed to support the AV system. Product orders will commence immediately following this final site review meeting and can take 2-3 weeks, depending on manufacturing and shipping times.

Once the site is prepared, BIS Digital will connect and configure all hardware and software components of the AV system. All work will be performed by BIS Digital Technicians only, with no subcontractors. This may include installing and configuring audio processors, amplifiers, and control systems, as well as integrating the AV system with other building systems as applicable. Installation times can range from two days to two weeks per room depending upon the complexity of the system and environment. Custom programming and support will be provided by BIS Digital programmers, who will be available throughout the installation period and for routine performance upgrades and maintenance through remote service. BIS Digital follows all local building codes and regulations when performing work and ensures that all components are installed safely and securely.

Support and Service Overview

At BIS Digital, we are committed to meeting our customers' service and support requirements and honoring all product warranties. We also offer comprehensive maintenance programs that include on-site and remote support, service, and training in addition to warranty fulfillment. Complete details are available upon request.

We have a 24/7 toll-free service hotline staffed by experienced technical service representatives, as well as options for placing service calls directly on our website or by phone. In most cases, we can resolve issues over the phone or in a video conference, but there may be times when an on-site visit is necessary. We use hosted customer relationship management (CRM) software to track the performance of our supported systems and our customers' services. Our technicians receive service calls through our internal service coordinator, and the cost of service coverage depends on the customer's service agreement. When a service call is completed, an automated email is sent to the customer with the results.

To ensure that we're responding quickly and efficiently to our customer requests and service issues, we've also implemented a Service Level Management Escalation Policy that outlines how we handle different levels of severity and how we communicate with our customers. Sometimes, we may need to escalate issues for technical or managerial reasons. Technical escalations involve bringing in additional expertise to resolve technical problems as quickly as possible, while managerial escalations involve higher levels of decision-making authority to address procedural or behavioral obstacles that may be holding up the resolution of a situation.

To optimize these systems, we ask every customer to contact the Technical Support Center first:

(800) 715-1234
Support@BISDigital.com

In the event a BIS Digital technical support representative does not respond in a prompt manner (within 8 business hours), customers can escalate their service issue to the contacts below.

Account Manager – Peter Huddleston
(800) 834-7674 x 4535

Technical Services Manager – Gary Jones
(800) 834-7674 x 4513

Director of Operations – Mitch Wise
(800) 834-7674 x 9516



Organization Name:

Business Information Systems, Inc. DBA: BIS Digital

UEI Number:

L443F978GK46

UEI Number:

L443F978GK46

Bill of Materials

Account Name:

New Kent County Virginia Circuit Court

Quote Name:

A - MAR 2025 - Record in Jury Deliberation Room - Circuit Court Courtroom - Courthouse - New Kent County Virginia C

Quote Number:

Q-8028164

Quote Amount:

\$3,204.49

Date:

3/20/25

Quote Expiration Date:

9/19/25

Account Rep:

Peter Huddleston

Account Rep Email:

peter.huddleston@bisdigital.com

Account Rep Phone:

(800) 834-7674 x4535

Item	Product Code	Qty	List Price	TIPS Price	Total Price
Omni-directional Condenser Boundary Microphone (Series 2)	BIS-M-U851RBO	1.00	345.00	\$310.50	\$310.50
Microphone Wire 22AWG (Plenum) - 500ft Roll	BIS-W-MP-22AWG-500ft	1.00	120.00	\$108.00	\$108.00
Shipping/Handling	S/H	1.00	32.55	\$29.30	\$29.30
On-site Setup Installation and Training (per system)	SIT	1.00	2970.00	\$2,673.00	\$2,673.00
Annual ON-SITE SUPPORT (Includes Hardware Replacement) - Contract to be Issued Upon Installation	NMNT-OS-HRDW	1.00	93.00	\$83.70	\$83.70
TIPS Contract 230901 - Audio Visual Equipment Supplies and Services	BIS-X-TIPS				

Total (Before Tax): \$3,204.49

Terms and Conditions

Effective Period	This Quote (Q-8028164) is valid through September 19, 2025
Tax Status	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
Payment Terms	<p>Deposit: All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.</p> <p>Balance: For installations, the remaining balance is to be paid on the completion of the installation. For orders, the remaining balance is to be paid on the delivery of goods at the customer site.</p>
Cancellation	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all cancelled orders.</p>
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles user to software upgrades at the cost of \$380 per license per year.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.

Quote (Q-8028164) Accepted By

Full Name (Print):

Title:

Signature:

Date:

PLEASE NOTE:

By signing above and or providing a purchase order number below, your organization is agreeing to the above price, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for the equipment listed herein.

Accounts Payable Information

Full Name (Print):

Phone Number:

Email Address:

Fax Number:

Purchase Order Required for Processing?:

YES

NO

Purchase Order Number:



New Kent County Virginia Circuit Court

Proposal

Add Camera for Video Recording

03-20-2025

Ms. Amy Crump

(804) 966-9523
acrump@vacourts.gov

Proposal Information

Title of Proposal:

Add Camera for Video Recording

Proposal Total:

\$4,476.25

Intended Recipient Name (Attention To):

Ms. Amy Crump

Delivery Address:**BIS Digital Proposal Reference ID:**

P-2301457

Drop-off Location (Building Name):

Courthouse

Contract Number:

TIPS Contract 230901 - Audio Visual Equipment, Supplies, and Services

Submitting Organization Information

Name:

Business Information Systems, Inc. DBA: BIS Digital

Address:

6600 Park Of Commerce Boulevard, Boca Raton FL 33487

Email:

sales@bisdigital.com

Website:

www.bisdigital.com

Account Manager:

Peter Huddleston

UEI Number:

L443F978GK46

Phone:

(800) 834-7674
(954) 493-7377

Account Manager Phone:

(800) 834-7674 x 4535

Fax:

(877) 858-5611

Date:

March 20, 2025



March 20, 2025

Ms. Amy Crump

acrump@vacourts.gov

Dear Ms. Crump,

Thank you for considering BIS Digital for your audio and video needs. We are pleased to submit our proposal in response to your request.

Attached to this proposal, you will find detailed information about our products and services, as well as pricing and terms. We believe that our proposal represents the best value for New Kent County Virginia Circuit Court, and we look forward to the opportunity to work with you.

If you have any questions or would like to discuss this proposal further, please do not hesitate to contact us.

Sincerely,

Peter Huddleston
Account Manager
peter.huddleston@bisdigital.com

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- WolfVision

Owner / CEO

Steve Coldren

Vice President

Kirk Ambrose

CFO

Isabel Valle

Manager of Operations

Gary Jones

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Account Manager

Peter Huddleston

System Engineer

Nick Riesco

Project Manager

Rosie Socolovitch

BIS-4000700 - Scope of Work Addendum

Rep Name: Peter Huddleston

Date: 03-18-2025

New Kent County Virginia Circuit Court

By signing below, I certify that I am an authorized signer for New Kent County Virginia Circuit Court and have reviewed and approve the Scope of Work Addendum provided by BIS Digital. I understand that this addendum updates requirements for the project, and certify this document accurately captures the needs of my organization. I also acknowledge that any further changes to the Scope of Work must also be approved in writing by all parties involved.

Scope of Work Addendum Description / Notes:

Install a single Camera that captures a wide shot of the courtroom. Update DCR to record Single channel of Video

System:

Courtroom

Will any BIS Digital provided equipment need to match existing equipment?

No -- All BIS Digital provided equipment can be standalone and does not need to match any existing equipment.

Multiple Rooms?

No -- This scope does NOT consider multiple rooms.

System Training Required?

No -- This scope does NOT require system training.

Applicable Room Name(s):

Circuit Court Courtroom

Will BIS Digital provide ongoing support?

On-Site Support with Hardware Replacement

Disclaimer: Shipping and Handling

Shipping Information and Requirements

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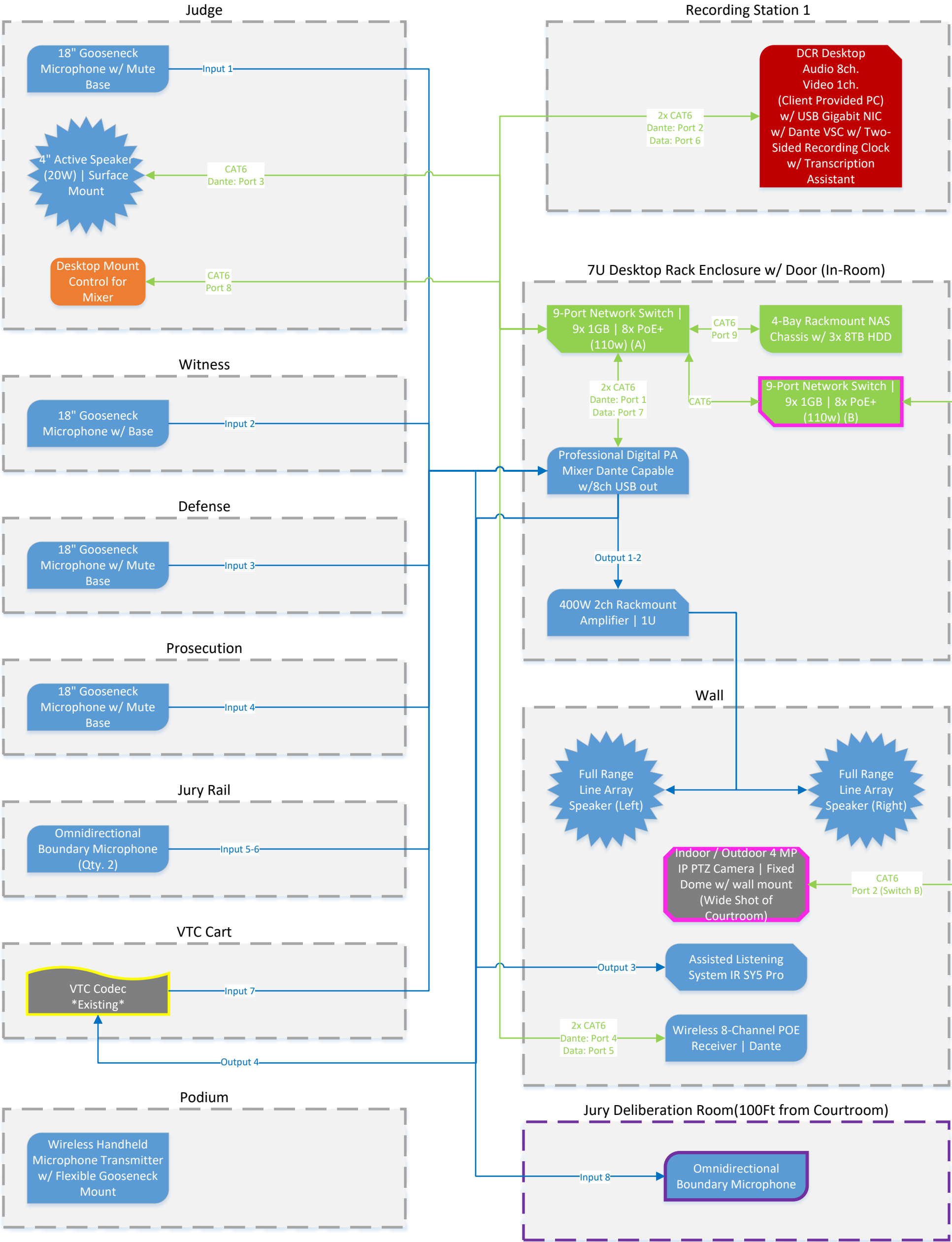
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Equipment Add-On Appears on Q--8028164

Equipment Add-On Appears on Q--8028162

Wiring Legend:

- Audio: ———
- HDMI: ———
- VGA: ———
- Composite: ———
- Network: ———
- USB: ———
- HDBaseT: ———

Clients Existing Equipment

NOTE: Customer requests Tesira Controller will mute all courtroom speakers when Jury Deliberation Mic is in use and will mute jury deliberation mic when courtroom mics are in use.

Signature: _____ Date: _____

Installation Overview

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our installation process is an integral part of this commitment. The following section is a general overview of the steps we take to ensure a seamless experience. Note: The final schedule is determined with the client after a proposal is accepted and a purchase order is received.

Our installation process begins with careful planning and design to ensure that the AV system meets the needs of the end users and is properly integrated into the space. This includes conducting site surveys to assess the physical space and infrastructure, as well as working with clients to understand their specific needs and requirements. In circumstances where we are not able to conduct a technical walkthrough pre-quotation or believe the project would benefit from an additional review, we will coordinate a site survey at the client's earliest convenience. This allows us to properly assess the physical space and infrastructure, and solidify whether any site preparations need to be made in advance, such as providing lockable storage or installing power outlets as needed to support the AV system. Product orders will commence immediately following this final site review meeting and can take 2-3 weeks, depending on manufacturing and shipping times.

Once the site is prepared, BIS Digital will connect and configure all hardware and software components of the AV system. All work will be performed by BIS Digital Technicians only, with no subcontractors. This may include installing and configuring audio processors, amplifiers, and control systems, as well as integrating the AV system with other building systems as applicable. Installation times can range from two days to two weeks per room depending upon the complexity of the system and environment. Custom programming and support will be provided by BIS Digital programmers, who will be available throughout the installation period and for routine performance upgrades and maintenance through remote service. BIS Digital follows all local building codes and regulations when performing work and ensures that all components are installed safely and securely.

Support and Service Overview

At BIS Digital, we are committed to meeting our customers' service and support requirements and honoring all product warranties. We also offer comprehensive maintenance programs that include on-site and remote support, service, and training in addition to warranty fulfillment. Complete details are available upon request.

We have a 24/7 toll-free service hotline staffed by experienced technical service representatives, as well as options for placing service calls directly on our website or by phone. In most cases, we can resolve issues over the phone or in a video conference, but there may be times when an on-site visit is necessary. We use hosted customer relationship management (CRM) software to track the performance of our supported systems and our customers' services. Our technicians receive service calls through our internal service coordinator, and the cost of service coverage depends on the customer's service agreement. When a service call is completed, an automated email is sent to the customer with the results.

To ensure that we're responding quickly and efficiently to our customer requests and service issues, we've also implemented a Service Level Management Escalation Policy that outlines how we handle different levels of severity and how we communicate with our customers. Sometimes, we may need to escalate issues for technical or managerial reasons. Technical escalations involve bringing in additional expertise to resolve technical problems as quickly as possible, while managerial escalations involve higher levels of decision-making authority to address procedural or behavioral obstacles that may be holding up the resolution of a situation.

To optimize these systems, we ask every customer to contact the Technical Support Center first:

(800) 715-1234
Support@BISDigital.com

In the event a BIS Digital technical support representative does not respond in a prompt manner (within 8 business hours), customers can escalate their service issue to the contacts below.

Account Manager – Peter Huddleston
(800) 834-7674 x 4535

Technical Services Manager – Gary Jones
(800) 834-7674 x 4513

Director of Operations – Mitch Wise
(800) 834-7674 x 9516



Organization Name:

Business Information Systems, Inc. DBA: BIS Digital

UEI Number:

L443F978GK46

UEI Number:

L443F978GK46

Bill of Materials

Account Name:

New Kent County Virginia Circuit Court

Quote Name:

A - MAR 2025 - Add Camera for Recording - Circuit Court Courtroom - Courthouse - New Kent County Virginia Circuit C

Quote Number:

Q-8028162

Quote Amount:

\$4,476.25

Date:

3/20/25

Quote Expiration Date:

9/19/25

Account Rep:

Peter Huddleston

Account Rep Email:

peter.huddleston@bisdigital.com

Account Rep Phone:

(800) 834-7674 x4535

Item	Product Code	Qty	List Price	TIPS Price	Total Price
Video Management Software IP Core License (Series 2)	BIS-IP-DVR-CS2	1.00	165.00	\$148.50	\$148.50
9-port Network Switch 9x 1GB 8x PoE+ (110w)	BIS-NS-M4250-GSM4210PD	1.00	990.00	\$891.00	\$891.00
Indoor / Outdoor 4 MP IP PTZ Camera Fixed Dome with 10x Zoom and Focus Recall	BIS-IP-PTZ-FD-4MP	1.00	1620.00	\$1,458.00	\$1,458.00
CAT6A Patch Cable Shielded (3ft)	BIS-CAT6A-STP-03-BLK1	1.00	16.00	\$14.40	\$14.40
CAT6A Patch Cable Shielded (50ft)	BIS-CAT6A-STP-50-BLU	1.00	95.00	\$85.50	\$85.50
TQ5001-E Wall-and-Pole Mount for PTZ	BIS-PTZ-MNT-PTZ-FD-4MP	1.00	225.00	\$202.50	\$202.50
On-site Setup Installation and Training (per system)	SIT	1.00	990.00	\$891.00	\$891.00
Shipping/Handling	S/H	1.00	206.22	\$185.60	\$185.60
Installation Supplies	BIS-INST-SUP	1.00	44.19	\$39.77	\$39.77
Annual ON-SITE SUPPORT (Includes Hardware Replacement) - Contract to be Issued Upon Installation	NMNT-OS-HRDW	1.00	622.20	\$559.98	\$559.98
TIPS Contract 230901 - Audio Visual Equipment Supplies and Services	BIS-X-TIPS				

Total (Before Tax): \$4,476.25

Terms and Conditions

Effective Period	This Quote (Q-8028162) is valid through September 19, 2025
Tax Status	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
Payment Terms	<p>Deposit: All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.</p> <p>Balance: For installations, the remaining balance is to be paid on the completion of the installation. For orders, the remaining balance is to be paid on the delivery of goods at the customer site.</p>
Cancellation	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all cancelled orders.</p>
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles user to software upgrades at the cost of \$380 per license per year.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.

Quote (Q-8028162) Accepted By

Full Name (Print):

Title:

Signature:

Date:

PLEASE NOTE:

By signing above and or providing a purchase order number below, your organization is agreeing to the above price, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for the equipment listed herein.

Accounts Payable Information

Full Name (Print):

Phone Number:

Email Address:

Fax Number:

Purchase Order Required for Processing?:

YES

NO

Purchase Order Number:



New Kent County Virginia Circuit Court

Proposal

Update of Recording and Audio Systems for Circuit Courtroom

09-23-2024

Ms. Amy Crumb
12001 Courthouse Circle
New Kent VA 23124
(804) 966-9523
acrump@vacourts.gov



1350 NE 56th Street, Suite 300
Ft. Lauderdale, FL 33334



Sales: (800) 834-7674
Support: (800) 715-1234



Email: info@bisdigital.com
Web: www.bisdigital.com

Proposal Information

Title of Proposal:

Update of Recording and Audio Systems for Circuit Courtroom

Proposal Total:

\$43,636.32

BIS Digital Proposal Reference ID:

P-2301133

Intended Recipient Name (Attention To):

Ms. Amy Crumb

Drop-off Location (Building Name):

Courthouse

Delivery Address:

12001 Courthouse Circle
New Kent VA 23124

Contract Number:

TIPS Contract 230901 - Audio Visual Equipment,
Supplies, and Services

Submitting Organization Information

Name:

Business Information Systems, Inc. DBA: BIS Digital

UEI Number:

L443F978GK46

Address:

1350 NE 56th Street, Suite 300
Fort Lauderdale, FL 33334

Phone:

(800) 834-7674
(954) 493-7377

Email:

sales@bisdigital.com

Account Manager Phone:

(800) 834-7674 x 4535

Website:

www.bisdigital.com

Fax:

(877) 858-5611

Account Manager:

Peter Huddleston

Date:

September 23, 2024



September 23, 2024

Ms. Amy Crumb

12001 Courthouse Circle
New Kent VA 23124

acrump@vacourts.gov

Dear Ms. Crumb,

Thank you for considering BIS Digital for your audio and video needs. We are pleased to submit our proposal in response to your request.

Attached to this proposal, you will find detailed information about our products and services, as well as pricing and terms. We believe that our proposal represents the best value for New Kent County Virginia Circuit Court, and we look forward to the opportunity to work with you.

If you have any questions or would like to discuss this proposal further, please do not hesitate to contact us.

Sincerely,

Peter Huddleston
Account Manager
peter.huddleston@bisdigital.com

Proposal Terms and Conditions

Proposal ID	P-2301133
Effective Period	This proposal is valid through 03-22-2025.
Tax Status	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
Deposit	All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.
Payment Terms	Payment for the delivery of goods is due upon the transfer of possession of the goods to the buyer or its agent. Payment of services is due when all services have been fully performed in accordance with the terms of the agreement. The buyer shall promptly inspect the goods or services upon receipt and shall notify BIS Digital of any defects or non-conformities. An ACH number will be provided for payment.
Cancellation	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all canceled orders.</p>
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact the availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.

Company Overview

BIS Digital has been in the audio and video industry since 1982 and possesses a wealth of experience in providing integrated solutions for entities of all sizes. Headquartered in Ft. Lauderdale, Florida, the company has over 90 employees with direct sales and service representatives throughout the US.

Our primary business is the sale, service, and support of multi-channel digital audio/video recording software for the judicial and courtroom systems; city/county governments; public safety and interview rooms; and private enterprises. Other areas of expertise include software-based enterprise room control, AV electronic hardware and software integration, video presentation technology and tv broadcast systems, and digital sound/audio reinforcement.

In addition to our comprehensive AV solutions, we provide a range of video conferencing options for remote video arraignment and other court conferencing needs, in either hosted or non-hosted formats. We also offer remote language translation connectivity and digital dictation, as well as meeting agenda automation, live streaming, web hosting, and on-demand systems. From concept to completion, we have provided these technologies to over 6,000 customers.

The strategic direction for BIS Digital has been to develop solutions that operate in an open architecture environment, are user-friendly, and can be accessed on PCs, tablets, and smartphones. We work with award-winning manufacturers to design fully integrated AV capabilities for optimal workflow and efficiency. All our solutions are developed to work seamlessly with our core DCR audio and video recording software and any current case management software being utilized in the courts and other spaces today.

As such, our team has a deep understanding of the unique requirements in these settings and the importance of reliable and effective AV systems. Our priority is to work closely with our clients to ascertain their specific needs and design a system that meets them. With that said, to us, technology integration and support is more than a project. It's a partnership. It's why we also offer ongoing maintenance and support for our AV systems, as well as providing training and technical assistance to users. We strive to build long-lasting relationships with our clients and exceed their expectations at every opportunity.

Corporate Data

Years in Business

43

Number of Employees

90

Geographic Reach

US + 6 Countries

Certifications

BIS Digital is a Certified Reseller and Authorized Support Agency for the following manufacturers (including but not limited to):

- ASC
- Ashly
- Atlona
- Audio-Technica
- Axis
- Biamp
- Dante
- Extron
- Philips
- QSC
- Shure
- Sony
- Televic
- Williams Sound
- WolfVision

Owner / CEO

Steve Coldren

Vice President

Kirk Ambrose

CFO

Isabel Valle

Manager of Operations

Gary Jones

Regional Sales Director

Jade Coldren

Account Manager

Peter Huddleston

System Engineer

Matt Chetcuti

Project Manager

Rosie Socolovitch

BIS-4000047 - Installation (I)

Rep Name: Peter Huddleston

Date: 09-18-2024

New Kent County Virginia Circuit Court

By signing below, I certify that I am an authorized signer for New Kent County Virginia Circuit Court and have reviewed and approve the Scope of Work provided by BIS Digital. I understand that this Scope of Work defines the equipment requirements for the project, and certify this document accurately captures the needs of my organization. I also acknowledge that any changes to the Scope of Work must be approved in writing by all parties involved.

Client Name _____ Signature _____ Date _____

Installation (I) Description / Notes:

Courtroom has a TOA 903A installed currently with speakers and microphones connected to it. Install new Audio Rack under Bench at Judge/Clerk Area. Install DSP, Amplifier, Power Distribution device and Switch into Rack. Install hardware control Device at Judge's bench. Program to Mute microphones and generate white noise so that private bench conferences won't be amplified over the speakers. Install wired Microphones at Judge, Witness, Clerk, Defense, Prosecution and 2 at Jury Rail. There are XLR connections under defense and prosecution tables that are run back to existing audio system, these can be reused. The microphone at clerk's desk needs to be set as push to mute push to unmute. Install a wireless microphone at the podium. install an Array Speaker on each side of the courtroom and speaker at Judges Bench. Run new speaker wire back to new audio system. There are currently 2 ceiling speakers above Gallery area and 2 ceiling speakers above Judge's Bench area. Client says these are not working. Wiring for these are run back to the existing audio system. if they work then we can reuse these. if they don't then the client said she was ok with leaving these disabled. Connect Polycom 310 Video Conferencing system to the new audio system. The current connection for this system is next to side entrance of the courtroom and the court rolls Polycom system into courtroom when needed and connects it to these connections. Install new Hearing Assistance System in courtroom. Install DCR on to a state Desktop PC provided by the client. Install second NIC and Dante Virtual Sound card into PC. This system will be located at the Clerks location which is next to the Judge. Coordinate with OES Help Desk go have Player installed at two locations in Clerks office. Run cable from this PC to switch location in OES Switch room Closet. Install NAS into OES switch room and setup DCR PC for Mirroring. Client wants system setup for Transcription Assistant

System:

Courtroom

Multiple Rooms?

No – This scope does NOT consider multiple rooms.

Applicable Room Name(s):

Circuit Courtroom

Will any BIS Digital provided equipment need to match existing equipment?

No -- All BIS Digital provided equipment can be standalone and does not need to match any existing equipment.

System Training Required?

Yes -- BIS Digital Technicians will train end users on using the installed system.

Will BIS Digital provide ongoing support?

On-Site Support with Hardware Replacement

Audio Sources:

	Location	Status	Placement	Type	Make/Model	Record Channel	Public Address	Stream Online	Use in VTC	Chairman	Voting	Request to Speak
A1	Judge	Provide 1 New	Desk-sitting	18" Gooseneck (w/ Mute)	TBD	1						
A2	Witness	Provide 1 New	Desk-mounted	18" Gooseneck	TBD	2						
A3	Defense 1	Provide 1 New	Desk-sitting	18" Gooseneck (w/ Mute)	TBD	3						
A4	Prosecution 1	Provide 1 New	Desk-sitting	18" Gooseneck (w/ Mute)	TBD	4						
A5	Jury Rail	Provide 2 New	Desk-sitting	Boundary Mic	TBD	5						
A6	Cart	Use 1 Client-Provided	Cart-secured	VTC Audio Feed	TBD	6						
A7	Podium 1	Provide 1 New	Desk-mounted	Hand-held Mic (Wireless)	TBD	7						

Audio Destinations:

	Location	Status	Type	Zone	Make/Model
S1	Gallery	Provide 1 New	Wall-mounted Speaker		
S2	Gallery	Provide 1 New	Wall-mounted Speaker		
S3	Judge	Provide 1 New	Bookshelf Speaker		
S4	Judge	Provide 1 New	Assisted Listening System		

User Control Interfaces:

Location	Status	Placement	Size	Type	Make/ Model	BYOD Pairing (On / Off)	Camera PTZ	Display (Volume / Power)	Evidence (Preview / Publish)	Launch VTC Platform	Microphones (Levels / Mute)	Projector (On / Off)	Projector Screen (Up / Down)	Recording (Start / Stop)	Sidebar (White Noise)	Source Select	Speakers (Volume / Power)
Judge	Provide 1 New	Desk- sitting		Other (see notes)							✓				✓		✓

Additional Equipment:

	Location	Status	Make / Model	Ports Available
Amplifier	Rack	Provide 1 New		
Assisted Listening System	Judge	Provide 1 New		
Desktop/Laptop	Clerk	Use 1 Client-Provided	State System	
DSP/Mixer	Rack	Provide 1 New	Core 110F	
NAS Drive	Room 2	Provide 1 New		
Network Switch	Rack	Provide 1 New		
Power Conditioner	Rack	Provide 1 New		

Rack:

	Location	Status	Type	Access	Conduit	Units Available
Rack 1	Judge	Provide 1 New	Open-frame	Direct (in-room)	Existing	7U

Is the client planning to record with DCR?

Yes – BIS Digital is introducing recording via DCR.

DCR PC:

	Location	Status	Type	Recording Light	Recording Sign	Web Clock Sign	Start/Stop Light Switch	Physical Start/Stop Button	Physical Bookmark Button	3rd Party Control
DCR PC	Clerk	Use 1 Client-Provided	Desktop							

DCR File Storage (in addition to C: Drive):

	Location	Status	Type	Storage Capacity	Use Case	Minimum Retention Time (Years)
HD1	Room 2	Provide 1 New	NAS	TBD		
HD2					Simultaneous Mirroring	

DCR License:

Status	Existing Audio Channels	Existing Video Channels	New Audio Channels	New Video Channels	Real-time Captioning	Docket Integration	Hosted Streaming	Network Monitor	Network Control	RTSP Streaming	Screen Capture	Transcription Assistant	Virtual Courtroom	Web Access	Web Clock
Provide 1 New			8	1								✓			

Other DCR Player Locations:

Location Name	Number of People Needing Access	Recording Storage Access
Clerk	1	NAS Folder Path
Clerk	1	NAS Folder Path

Will the system be installed as part of a construction or renovation project?

No -- System will be installed with Existing Infrastructure.

Is there a Network Approval Process?

Yes

Will an IT Administrator or someone with knowledge of the network be available throughout the project?

No -- Client did NOT confirm.

Help Desk help@vacourts.gov (804) 786-7888

Approximate Number of Training Days:

0.75

System Training Hours:

	Estimated Hours
DCR	10
DCR-VC	0
DCR Player	5
Web Access / Network Monitor	0
Room Control	3
Evidence Presentation	0
Other (see notes)	0
Total	18

Is there any conduit available?

N/A – Conduit not needed for this scope.

Room Construction:

	Measurement (feet)	Material	Adjacent Area	Prominent Feature
Wall A	60			
Wall AB				
Wall B	50			
Wall BC				
Wall C	60			
Wall CD				
Wall D	50			
Wall DA				
Floor		Concrete		

Ceiling Characteristics:

	Height (feet)	Material	Access	Potential Obstacles
Area 1	12	Drywall		

Is there access above the ceiling?

Yes – BIS Digital can access areas above ceilings on-site as needed.

Is there any ceiling height on-site greater than 14 feet?

No – Ceiling heights at all locations are below 14 feet.

Is there known asbestos?

N/A -- The presence of asbestos does not impact the scope of this system.

Will cables be run in-wall?

N/A -- Cables will not be ran in-wall for this scope.

Will cables be run on floor with coverings?

N/A -- Cables will not be ran across the floor for this scope.

Will equipment be mounted on walls, ceilings, or floors as needed?

Yes -- Existing infrastructure will support mounted equipment.

Did the client confirm that installation structures will support installed equipment as applicable?

No – Client did NOT confirm.

Is there a loading dock?

N/A -- Loading dock not needed for this scope.

Is there adequate, lockable storage available to store ALL equipment needed for the installation?

N/A -- Lockable storage not needed for this scope.

General Scope of Work Description for Installations

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our Scope of Work process is an integral part of this commitment. Please note that this document is intended as a preliminary assessment only and may be subject to a final technical assessment of your requirements. Its use is limited to the purpose of allowing you to verify, via signature, whether the listed equipment, software, and installation needs were accurately recorded. The final implementation of equipment and functionality may vary due to factors including but not limited to: budget, infrastructure, and manufacturer constraints. This document does not provide any implied or express warranties, and BIS Digital accepts no liability for any reliance on the information contained within it beyond its intended purpose as an initial work assessment. Unless otherwise specified, the following section lists BIS Digital and client responsibilities for a standard installation.

BIS Digital will be responsible for the following:

- Provision of all necessary labor, supervision, tools, equipment, materials, services, testing, and other expenses for the successful installation and delivery of a complete and operable A/V solution.
- Performance of all work as described in the scope of work, including installation and testing of specified equipment and final circuit terminations in the head-end equipment racks.
- Project management, personnel, supervision, staff, labor, installation planning, scheduling, documentation, installation quality, and testing devices as required to complete the work.
- Furnishing of specified equipment, with the caveat that BIS Digital reserves the right to bill for equipment as stored materials when delivery or installation is not possible.
- Recommendation for the installation of dedicated electrical power at the head-end, end-user equipment, or at the location of final control(s).
- Production of deliverables and any substitutions on a schedule established under a purchase agreement.

The client will be responsible for the following:

- Preparation of the installation site, including but not limited to carpentry, network connection installation, and electrical work.
- Provision of scaffolds, ladders, or high-reach equipment for installation work in ceilings over 14 feet. BIS Digital will quote rental equipment as needed or upon request.
- Responsibility for any external noise or factors creating noise within the systems not exposed by installed electronic equipment.
- Ensuring that installation structures will support the weight of equipment, including but not limited to wall-mounted displays, hanging loudspeakers, and equipment racks.
- If required, customer-provided contractors will be responsible for the provision, hanging, and installation of all rigid electrical junction boxes, AC power, relay switches, conduits, and any structural reinforcement means as required for the proposed systems.

By signing below, I certify that I am an authorized signer for New Kent County Virginia Circuit Court and have reviewed and approve the Scope of Work provided by BIS Digital. I understand that this Scope of Work defines the equipment requirements for the project, and certify this document accurately captures the needs of my organization. I also acknowledge that any changes to the Scope of Work must be approved in writing by all parties involved.

Client Name _____ Signature _____ Date _____

Disclaimer: Shipping and Handling

Shipping Information and Requirements

By engaging in our shipping services, customers are obligated to provide precise shipping contact information. This includes the first and last name, title, phone number, and email address of the individual designated to oversee shipping logistics. Customers must also explicitly state whether their location possesses a designated dock for receiving shipments. This information is crucial for planning to ensure the most efficient and timely delivery method.

Direct Shipments from Manufacturers

BIS Digital reserves the right to dispatch particular items, such as monitors and specific components, directly from the manufacturer. While this approach may result in separate arrivals from bundled systems, it is essential to secure timely deliveries and the uncompromised condition of individual components. Rest assured, we manage this process to minimize any potential disruption to your project.

Shipping Costs

The expenses associated with shipping and handling will be determined according to project-specific requirements. Customers will receive a set price for these costs included in a Bill of Materials prior to proceeding with any shipment. Our objective is to maintain cost-efficiency while upholding the highest standards of care for your equipment.

Shipping Schedule and Tracking

BIS Digital collaborates closely with customers to establish a shipping schedule that aligns with project timelines. Timely delivery is a paramount commitment, and customers will be kept informed of the shipping status through proactive communication. Additionally, when applicable, customers will be granted access to tracking services and notifications, affording them the means to monitor the status of their shipments, thereby facilitating appropriate preparation for the arrival of their AV equipment.

Disclaimer and Contact Information

This Shipping and Handling Disclaimer serves as a general guideline for our shipping and handling procedures. BIS Digital is firmly committed to addressing specific inquiries or concerns regarding shipping in a prompt and efficient manner, all with the overarching goal of ensuring a seamless and expedient shipping experience for your AV equipment. Should you require further clarifications, have concerns, or need additional assistance, we encourage you to reach out to our dedicated support team.

Does the delivery site include lockable storage?

N/A – Lockable storage not needed for this scope.

Is the delivery site equipped with a loading dock?

N/A – Loading dock not needed for this scope.

By signing below, I certify that I am an authorized signer for New Kent County Virginia Circuit Court and have reviewed and approved BIS Digital's Shipping and Handling Disclaimer. I understand that this disclaimer provides a general overview of shipping expectations and agree to hold BIS Digital harmless from liability arising from third-party carrier errors, damages, or delays. Furthermore, I acknowledge that if specific shipping instructions, such as address details, carry-in delivery, or attention-to information, are required, I will promptly forward these instructions to the designated account manager for implementation. I also recognize that any delays in providing accurate shipping information may result in project delays, and I accept responsibility for mitigating such delays by promptly addressing any shipping-related requirements.

Client Name _____ Signature _____ Date _____

Disclaimer: Client-Initiated Modifications and Post-Installation Changes

This document serves as a disclaimer by BIS Digital, Inc. to address concerns regarding client-initiated modifications and changes made to audiovisual systems during or post-installation. We urge all clients, their respective staff, and any applicable third-parties, to carefully review and understand the following points.

Responsibility for Modifications

BIS Digital takes pride in delivering high-quality audiovisual systems and solutions that are carefully designed, installed, and configured according to the client's specific needs and requirements. Any modifications, alterations, or changes made to the installed systems by the client or their staff after the completion of installation are outside the scope of our original service and responsibility.

Risk and Implications

Clients are advised that making unauthorized modifications to the audiovisual systems, including hardware and software, may result in compatibility issues, operational errors, and system malfunction. BIS Digital shall not be held responsible for any issues or damages that may occur due to these client-initiated modifications.

Client Decision-Makers

We encourage clients to designate responsible individuals who will oversee and approve any changes or updates to the audiovisual systems, and who understand the potential consequences of unauthorized modifications.

Client Communication

In the event that clients intend to make changes or upgrades to the installed systems, we kindly request that they notify BIS Digital in advance. This will allow us to assess the proposed changes for compatibility and potential impacts on the system.

Warranty and Support

Our standard warranty and support services apply to the audiovisual systems as they were originally installed and configured by BIS Digital. Any client-initiated modifications may void these warranties and may incur additional charges for repair or maintenance.

Dispute Resolution

In the event of disputes arising from client-initiated modifications and their impact on the audiovisual systems, BIS Digital is open to engaging in a constructive dialogue to find mutually acceptable solutions. However, the ultimate responsibility for such modifications rests with the client.

Acknowledgment

By continuing to use or make changes to the audiovisual systems installed by BIS Digital, clients acknowledge their understanding and acceptance of this disclaimer.

Contact Information

For any questions, concerns, or inquiries related to this Disclaimer, please contact BIS Digital through our official channels.

Please note that this disclaimer is a fundamental aspect of our service agreements. BIS Digital is committed to delivering exceptional AV solutions and ensuring the longevity and functionality of our installations. We appreciate your cooperation in preserving the integrity of our work.

Client Site Preparation Checklist

As part of delivering a seamless experience, there are a few things clients can do ahead of time that greatly impact the speed and efficacy of an on-site or remote installation. In either instance, BIS Digital highly recommends reviewing the client checklist provided below and completing all applicable items within the timeframes listed should you choose us as your technology partner. If you have any questions about the items on this list, please don't hesitate to contact your account manager or call us directly at (800) 834-7674.

At least 30 Days Prior to Installation Date:

- ☐ Identify the location where the AV equipment will be installed and ensure that it meets the necessary specifications, including proper power and electrical outlets, HVAC, lighting, and structural support.
- ☐ Provide BIS Digital with a comprehensive list of all existing AV equipment and systems that will be integrated with the new equipment, including make and model numbers.
- ☐ Ensure that all necessary software and firmware updates have been performed on existing equipment.
- ☐ Ensure that all required permits and licenses have been obtained, including those related to construction or renovation work as applicable.
- ☐ Ensure that any necessary network infrastructure is in place, including existing routers, switches, and firewalls.
- ☐ Provide BIS Digital with any applicable IP addresses to ensure that the AV equipment is properly configured to integrate with the network.
- ☐ Ensure that the appropriate personnel are present during the installation, including facilities personnel, IT personnel, and any other key stakeholders.
- ☐ Establish a clear communication plan with BIS Digital to ensure that any issues or concerns that arise on-site are promptly addressed.
- ☐ Coordinate with BIS Digital to schedule any necessary training sessions for end-users to ensure that they are familiar with the AV equipment and its functionality.

If Archiving Recordings to a Network Path:

- ☐ Create a dedicated folder on the network for recording files.
- ☐ Ensure the Universal Naming Convention (UNC) path is available for that folder.
- ☐ Ensure each recording PC will have network access to this path.
- ☐ Ensure user logging into a recording computer will have read/write access to this path.

Day Before Installation:

- ☐ Provide BIS Digital with any necessary access codes or keys to the installation site.
- ☐ Ensure any pre-shipped equipment is accounted for and accessible to the technicians on site.
- ☐ Ensure any existing computers will be in proper working order, free of viruses, have internet access, and be in the place where they will be used.
- ☐ Provide BIS Digital with any necessary user credentials and network access information to ensure that the AV equipment is properly integrated with the network. If this cannot be provided, please ensure someone with administrator rights will be available during the installation.

Note on Recording Storage:

The DCR recording software can write files to multiple locations simultaneously. BIS Digital will create a C:\DCR Recordings folder on the local recording computer as the primary storage method. A mirror copy can be written to a network, external HD, flash drive, SD card, or CD/DVD. Mirroring to a network location is the preferred method. When mirroring to a network path, any user that intends to record audio/video will also need read/write/modify access to this network path so that the files can mirror successfully. When considering storage methods, BIS Digital recommends revisiting state or local government requirements for long-term storage.

If Archiving Recordings to a CD/DVD:

- ☐ Ensure any existing CD/DVD burners meet BIS Digital specifications, function properly, and be installed at each recording computer.
- ☐ Ensure any applicable CD/DVD writing software is installed unless purchasing from BIS Digital.
- ☐ Provide a sample of writable media for testing/training and going live with the system. CD-R and DVD +R are the supported disk types.

Disclaimer: Standard Training

The scope of training provided by BIS Digital is limited to the standard operation and maintenance of the equipment as outlined in this scope of work and in accordance with the manufacturer's requirements. Training is intended to equip end-users with the knowledge necessary to independently and effectively operate the integrated audiovisual systems.

Our training sessions are conducted by an installing technician who is most knowledgeable about the specific system, especially in cases where adjustments or modifications have been made due to unforeseen conditions on-site. This ensures that users receive tailored, accurate, and up-to-date information regarding their AV system.

The estimated total hours of training, as listed in the table below, are calculated under the assumption that each user will be trained individually. This approach is adopted because BIS Digital recognizes that end-user availability for training may vary significantly. However, we can accommodate group training sessions for efficiency. Please note that group sizes are generally limited to no more than five (5) people to ensure the quality and effectiveness of the training.

Please be aware that our training sessions are standardized and may not accommodate specific learning disabilities or impairments. Our technicians are not certified trainers and are unable to provide specialized training for such cases. If any subset of client users requires special accommodations due to learning disabilities or impairments, we strongly encourage a "train-the-trainer" approach with the client. This means that the client should designate an individual or individuals within their organization to receive the standard training and then provide tailored training or support to those with specific needs.

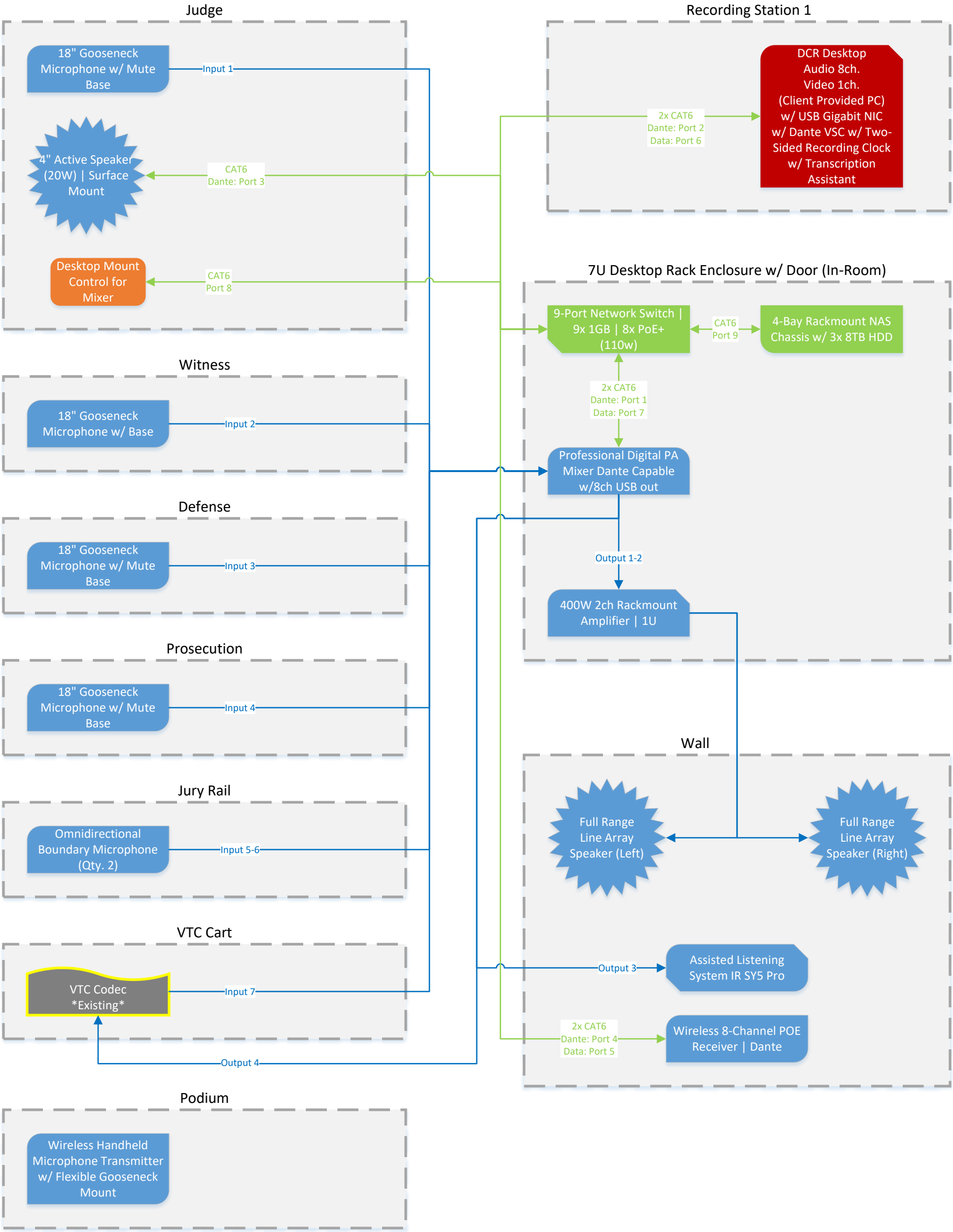
While every effort is made to provide comprehensive training, BIS Digital shall not be held liable for any errors, omissions, or issues arising from the use of the integrated audiovisual system following training. Users are encouraged to seek additional support or clarification if necessary.

By proceeding with training services provided by BIS Digital, you acknowledge that you have read and understood this disclaimer, and you agree to abide by the terms and conditions stated herein. If you have any questions or concerns regarding our training services or this disclaimer, please do not hesitate to contact us.

	Estimated Hours	Number of Users
DCR	10	5
DCR-VC	0	0
DCR Player	5	5
Web Access / Network Monitor	0	0
Room Control	3	2
Evidence Presentation	0	0
Other (see notes)	0	0
Total	18	

Estimated Number of 8 Hour Training Days in Addition to Installation (as Facilitated by 1 Technician):

0.75



Wiring Legend:

- Audio:
- HDMI:
- VGA:
- Composite:
- Network:
- USB:
- HDBaseT:

Clients Existing Equipment

Signature:

Date:

<p>ALL IDEAS, DESIGNS AND PLANS REPRESENTED BY THIS DRAWING ARE OWNED BY AND ARE THE PROPERTY OF BIS DIGITAL. THEY WERE CREATED AND DEVELOPED FOR USE ON THIS SPECIFIED PROJECT ONLY. NONE OF THE IDEAS, DESIGNS AND PLANS SHALL BE USED BY ANY PERSONS OR CORPORATIONS FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF BIS DIGITAL.</p> <p>210</p>	<p>BISDIGITAL</p> <p>1350 NE 5th STREET, SUITE 300 FORT LAUDERDALE, FL 33334 PHONE: 800.715.1234 WEBSITE: www.bisdigital.com</p> <p>AUTHOR: M.J.C.</p>	<p>New Kent County Virginia Circuit Court Q-8026873 Circuit Courtroom</p>	
		<p>AUDIO / VIDEO LINE DRAWING</p>	
		<p>DWG NO 1</p>	<p>REV A</p>
<p>DATE: 9.19.2024</p>		<p>SHEET 1 of 1</p>	

Key System Technology

Digital Court Recorder (DCR)

DCR is a multi-channel audio and video recording platform specifically designed to address the limitations of most recording systems. It allows for up to 32 separate audio channels and up to 8 separate video channels to be recorded and stored in a single file. DCR can be used with a PC or portable system, or remotely capture audio and video from a centralized or non-centralized system without traditional digital USB mixers. It can also be accessed through a standard internet browser or network connection.

The recording can be saved to two locations simultaneously such as a hard drive, network drive, CD, DVD, or other PC-compatible storage media and locations on separate or shared networks. In addition, DCR offers file attachments, sealing of the recording, remote monitoring, and optional features such as remote control operation, case management integration, post-recording management, and virtual conferencing. The solution is compatible with most traditional laptops and tower PCs that run Windows 7 or higher.

In addition to its core recording capabilities, the DCR platform includes several other prominent features. Codec independence allows users to choose the size of the recording file and easily adopt new audio recording codec technology. The platform's equipment agnosticism allows it to capture sound systems, in-person participants, telephone participants, video, and VTC participants simultaneously. Confidence monitoring allows users to see level meters and listen to the audio recording as it is being written to the PC's hard drive, ensuring the best possible quality. Users can also embed notes directly into the audio/video files for easy management and faster retrieval, most notably through the use of bookmarks, DCR's most comprehensive feature.

Bookmarks allow operators to enter notes while a recording is in progress. Each bookmark includes a time stamp and links directly to the audio/video segment. The platform also provides automatic notes indicating the start, pause, and stop of the file and includes information on the time, speaker, and metadata. Users can utilize bookmarks to enter unique identification data relevant to their needs including but not limited to personal information (such as a name or title), officer's badge number, agenda topic, recording ID, etc. They can also attach any digital file type to the aforementioned examples or upload it as a standalone bookmark. Predefined Bookmarks allow for prefilled data to be entered during a recording (such as docket information from an agency's case management system). Whereas Text Substitution allows users to create shortcuts for commonly used words or phrases. In any case, bookmarks can be edited during or after recording.

Integrated into a system, DCR can be set to create a new audio file in specific instances, such as when a hearing starts or a light switch is turned on automatically naming the file based on requirements. Similarly, it can be set to close a file when a hearing ends or a light switch is turned off. If the recording is interrupted, the operator can easily and quickly resume the session. Files can be also started, paused, stopped, and resumed without creating a new file if needed.

DCR Player

DCR handles retrieval, playback, and exporting with DCR Player, which was designed with transcription in mind and is feature-rich to make the process as efficient as possible. DCR Player is 508 compliant and has been certified for use with Magic Screen Magnifier, JAWS Speech Software, and Dragon Software. It is currently supported on Windows, Android, iOS, and Mac OS devices and is also compatible with any USB foot pedal.

DCR Player allows operators to locate recordings by searching for identification data or by searching for any word or phrase in the bookmarks. Users can play, pause, stop, fast forward, rewind, and jump to specific points in the DCR file and navigate through the recording using bookmarks, jump-to-time, or a progressive slider bar.

The player includes a visual indication of the current point in the audio file, the total runtime of the entire file, and the file name. It allows users to listen and control the audio of each participant separately from the others. Or combine any number of channels and use built-in noise-filtering to eliminate ambient background

noise during playback. It can even filter out ultra-low frequencies below 125 Hz to reduce noise from microphone bumps. The player also has auto gain control to maintain a constant audio level during playback, treble and base audio level controls, and variable pitch control to speed up or slow down playback without changing the pitch.

As for exporting, DCR Player allows users to export any part of a file to a WMA, WMV, WAV, MP3, MP4, AVI, PDF, or DCR file with any combination of channels, video, and bookmarks (as long as the format supports it). Music formats break down bookmarks into song tracks and allow users to listen to recordings from CDs, DVDs, USB storage devices, and hard drives. When creating MP4s, DCR Player will also create a separate meta-data file. This includes an HTML file that can be viewed in a browser and allows for playback of the video, audio, and use of bookmarks.

Room Control

BIS Digital provides room control systems to improve the efficiency and convenience of managing multiple systems and devices in a space. With a centralized touchscreen interface, users can easily access and control the various systems and devices in a room, without the need to navigate through multiple separate controls or interfaces. This can help to reduce the time and effort required to set up and manage a space, and it can also help to improve the overall user experience. For instance, in a courtroom, clients may want to be able to control the lighting, temperature, and audio-visual systems from the touch screen, or they may want to be able to access legal documents or other materials from a central location. Similarly, in a council room, clients may want to be able to control the lighting, temperature, and audio-visual systems, as well as access agendas, reports, and other documents from the touchscreen interface. BIS Digital customizes the user controls with the specific functions and features outlined in the scope of work.

Digital Signal Processor

Digital Signal Processors (DSPs) are specialized computers that are used to process and manipulate signals in real time. This is achieved through algorithms that can analyze and manipulate audio in a variety of ways. For example, a DSP might be used to adjust the volume of an audio signal, remove background noise, or cancel out echoes. They are an essential component of many BIS Digital provided audio systems and are used in a wide range of applications including but not limited to courtrooms, council chambers, police stations, and conference rooms.

BIS Digital provides DSPs that offer advanced processing capabilities and a range of connectivity options, particularly where clear, intelligible audio is critical. Specifically, most of our DSPs will handle up to 64 channels of audio and support a range of audio signal types, including analog, digital, and networked audio, such as voice over internal protocols (VOIP) or Dante.

In a typical courtroom environment, we'll use a DSP to amplify the voice of a witness or to reduce background noise so that the testimony can be heard clearly by all parties. In some cases, a white noise sidebar preset may be configured. Or audio may need to be sent from one room to an overflow area. As to the specific functionality for this project, BIS Digital will prioritize the documented requests outlined in the scope of work but will adjust on site, as needed, based on the installation environment and client needs. This allows us to ensure that the final product meets your expectations and functions effectively within any known or unknown constraints.

Assisted Listening System

An assisted listening system is designed to help people with hearing loss or other auditory impairments to better hear and understand speech and other sounds in their environment. In a large room, these systems typically consist of one or more receivers worn by the listener(s), which wirelessly receive a signal from a transmitter connected to the in-room microphones. The receiver amplifies the sound and delivers it directly to the listener's ear. Some assisted listening systems also have additional features, such as noise reduction and speech enhancement, to improve the listening experience. They are often used in settings such as classrooms, meetings, courtrooms, council rooms, and places of worship to help people with hearing loss to more easily participate in these events. BIS Digital special orders assisted listening equipment per the requirements outlined in the scope of work.

Installation Overview

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our installation process is an integral part of this commitment. The following section is a general overview of the steps we take to ensure a seamless experience. Note: The final schedule is determined with the client after a proposal is accepted and a purchase order is received.

Our installation process begins with careful planning and design to ensure that the AV system meets the needs of the end users and is properly integrated into the space. This includes conducting site surveys to assess the physical space and infrastructure, as well as working with clients to understand their specific needs and requirements. In circumstances where we are not able to conduct a technical walkthrough pre-quotation or believe the project would benefit from an additional review, we will coordinate a site survey at the client's earliest convenience. This allows us to properly assess the physical space and infrastructure, and solidify whether any site preparations need to be made in advance, such as providing lockable storage or installing power outlets as needed to support the AV system. Product orders will commence immediately following this final site review meeting and can take 2-3 weeks, depending on manufacturing and shipping times.

Once the site is prepared, BIS Digital will connect and configure all hardware and software components of the AV system. All work will be performed by BIS Digital Technicians only, with no subcontractors. This may include installing and configuring audio processors, amplifiers, and control systems, as well as integrating the AV system with other building systems as applicable. Installation times can range from two days to two weeks per room depending upon the complexity of the system and environment. Custom programming and support will be provided by BIS Digital programmers, who will be available throughout the installation period and for routine performance upgrades and maintenance through remote service. BIS Digital follows all local building codes and regulations when performing work and ensures that all components are installed safely and securely.

After all elements are installed and tested, our technicians will provide user training to ensure that all end users are comfortable operating the AV system. The scope of training will vary depending on the complexity of the project and the number of users who need to be trained. This may include hands-on training sessions, demonstrations, and the creation of user manuals or other documentation as needed. Ongoing training can also be provided through an on-site service or remote service agreement if desired. Our goal is to ensure that all end users have the knowledge and skills they need to effectively use and maintain the AV system.

Support and Service Overview

At BIS Digital, we are committed to meeting our customers' service and support requirements and honoring all product warranties. We also offer comprehensive maintenance programs that include on-site and remote support, service, and training in addition to warranty fulfillment. Complete details are available upon request.

We have a 24/7 toll-free service hotline staffed by experienced technical service representatives, as well as options for placing service calls directly on our website or by phone. In most cases, we can resolve issues over the phone or in a video conference, but there may be times when an on-site visit is necessary. We use hosted customer relationship management (CRM) software to track the performance of our supported systems and our customers' services. Our technicians receive service calls through our internal service coordinator, and the cost of service coverage depends on the customer's service agreement. When a service call is completed, an automated email is sent to the customer with the results.

To ensure that we're responding quickly and efficiently to our customer requests and service issues, we've also implemented a Service Level Management Escalation Policy that outlines how we handle different levels of severity and how we communicate with our customers. Sometimes, we may need to escalate issues for technical or managerial reasons. Technical escalations involve bringing in additional expertise to resolve technical problems as quickly as possible, while managerial escalations involve higher levels of decision-making authority to address procedural or behavioral obstacles that may be holding up the resolution of a situation.

To optimize these systems, we ask every customer to contact the Technical Support Center first:

(800) 715-1234
Support@BISDigital.com

In the event a BIS Digital technical support representative does not respond in a prompt manner (within 8 business hours), customers can escalate their service issue to the contacts below.

Account Manager – Peter Huddleston
(800) 834-7674 x 4535

Technical Services Manager – Gary Jones
(800) 834-7674 x 4513

Director of Operations – Mitch Wise
(800) 834-7674 x 9516

Bill of Materials

Account Name:

New Kent County Virginia Circuit Court

Quote Name:

I - SEP 2024 - Recording & Audio System Update & Installation - Circuit Courtroom - Court House - New Kent County V

Quote Number:

Q-8026873

Quote Amount:

\$43,636.32

Date:

9/20/24

Quote Expiration Date:

3/22/25

Account Rep:

Peter Huddleston

Account Rep Email:

peter.huddleston@bisdigital.com

Account Rep Phone:

(800) 834-7674 x4535

Item	Product Code	Qty	List Price	TIPS Price	Total Price
Professional Digital PA Mixer DANTE Capable w/8ch USB out	BIS-MX-DAN-USB8	1.00	4800.00	\$4,320.00	\$4,320.00
Desktop Mount Control (For Professional Digital PA Mixer Only) Touch-Enabled 12 Button	BIS-MX-DMX-TE-12B	1.00	925.00	\$832.50	\$832.50
400W 2Ch Rackmount Amplifier 1U	BIS-QSC-MP-A20V	1.00	1390.00	\$1,251.00	\$1,251.00
9-port Network Switch 9x 1GB 8x PoE+ (110w)	BIS-NS-M4250-GSM4210PD	1.00	990.00	\$891.00	\$891.00
Power Distribution System (Series 2)	BIS-PWR-DIST-S2	1.00	450.00	\$405.00	\$405.00
7U Desktop Rack Enclosure w/ Door	BIS-RACK-E-DT-7U	1.00	950.00	\$855.00	\$855.00
CAT6A Cable Shielded Black 500'	BIS-W-CAT6A-SHB-500	1.00	600.00	\$540.00	\$540.00
CAT6A Patch Cable Shielded (10ft)	BIS-CAT6A-STP-10-BLK	4.00	28.00	\$25.20	\$100.80
CAT6A Patch Cable Shielded (6ft)	BIS-CAT6A-STP-06-BLK	4.00	22.50	\$20.25	\$81.00
CAT6A Patch Cable Shielded (3ft)	BIS-CAT6A-STP-03-BLK	2.00	15.50	\$13.95	\$27.90
DCR 8ch Digital A/V Recording Software (incl. 12 month SAS)	DCR-8S	1.00	4600.00	\$4,140.00	\$4,140.00
DCR Transcription Assistant License Per Room (Billable Client-Provided Microsoft Azure Account Required)	DCR-TA-AL	1.00	200.00	\$180.00	\$180.00
Two-Sided USB External Digital Verification Device (Recording Clock)	BIS-E2-DVD	1.00	600.00	\$540.00	\$540.00
Serial to USB Adapter	BIS-SRL-USB	1.00	93.00	\$83.70	\$83.70
UPS Backup 6 outlets 425VA	BIS-UPS-425V6	1.00	171.00	\$153.90	\$153.90
USB Gigabit NIC (10/100/1000)	BIS-NIC-GB	2.00	63.00	\$56.70	\$113.40

Item	Product Code	Qty	List Price	TIPS Price	Total Price
DANTE Virtual Sound Card (up to 64ch)	BIS-DANTE-V64	1.00	150.00	\$135.00	\$135.00
4-Bay Rackmount NAS Chassis Expandable Enterprise NAS System	BIS-SYN-4BAY-CHS-RM	1.00	1450.00	\$1,305.00	\$1,305.00
8TB 3.5 SATA Hard Disk Drive Expandable Enterprise NAS System	BIS-SYN-8TB-3.5SATA-HDD	3.00	615.00	\$553.50	\$1,660.50
Full Range Line Array Speaker (10 Speakers Black)	BIS-SPRK-FRLA-10	2.00	995.00	\$895.50	\$1,791.00
4" Active Speaker (20W) Surface Mount Dante	BIS-4IN-SM-P-SPKR-D	1.00	850.00	\$765.00	\$765.00
Speaker Wire 16AWG (Plenum) - 500ft Roll	BIS-W-SPKR-16AWG-500ft	1.00	215.00	\$193.50	\$193.50
18" Gooseneck Microphone w/Programmable Mute Base & LED (Series 3)	BIS-MIC-GBL18-S3	4.00	520.00	\$468.00	\$1,872.00
Omnidirectional Boundary Microphone	SO-SHR-MIC-393	2.00	415.00	\$373.50	\$747.00
Wireless 8-Channel POE Receiver Dante ES Series	BIS-ATESW-R4180DAN	1.00	2550.00	\$2,295.00	\$2,295.00
Wireless Rechargeable Handheld Microphone Transmitter Dante ES Series (Cardioid)	BIS-ATESW-T4102/C510	1.00	850.00	\$765.00	\$765.00
2-Bay Wireless Handheld or Body Pack Charging Station with Rapid Charging Dante ES Series	BIS-ATESW-CHG4	1.00	675.00	\$607.50	\$607.50
19" Podium / Lectern Handheld Microphone Mount	BIS-HH-M-PL-19IN	1.00	60.00	\$54.00	\$54.00
Microphone Wire 22AWG (Plenum) - 500ft Roll	BIS-W-MP-22AWG-500ft	1.00	120.00	\$108.00	\$108.00
Assisted Listening System IR SY5 Pro	BIS-ALS-7522P	1.00	1800.00	\$1,620.00	\$1,620.00
Shipping/Handling	S/H	1.00	1865.01	\$1,678.51	\$1,678.51
On-site Setup Installation and Training (per system)	SIT	1.00	9900.00	\$8,910.00	\$8,910.00
Installation Supplies	BIS-INST-SUP	1.00	387.84	\$349.06	\$349.06
Annual ON-SITE SUPPORT (Includes Hardware Replacement) - Contract to be Issued Upon Installation	NMNT-OS-HRDW	1.00	4738.95	\$4,265.06	\$4,265.06
TIPS Contract 230901 - Audio Visual Equipment Supplies and Services	BIS-X-TIPS				

Total (Before Tax): \$43,636.32

Terms and Conditions

Effective Period	This Quote (Q-8026873) is valid through March 22, 2025
Tax Status	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
Payment Terms	<p>Deposit: All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.</p> <p>Balance: For installations, the remaining balance is to be paid on the completion of the installation. For orders, the remaining balance is to be paid on the delivery of goods at the customer site.</p>
Cancellation	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all cancelled orders.</p>
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles user to software upgrades at the cost of \$380 per license per year.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.

Quote (Q-8026873) Accepted By

Full Name (Print):

Title:

Signature:

Date:

PLEASE NOTE:

By signing above and or providing a purchase order number below, your organization is agreeing to the above price, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for the equipment listed herein.

Accounts Payable Information

Full Name (Print):

Phone Number:

Email Address:

Fax Number:

Purchase Order Required for Processing?:

YES

NO

Purchase Order Number:



New Kent County Virginia Circuit Court

Proposal

Add Evidence Presentation System to Circuit Court Courtroom

09-24-2024

Ms. Amy Crump
12001 Courthouse Circle
New Kent VA 23124
(804) 966-9523
acrump@vacourts.gov



1350 NE 56th Street, Suite 300
Ft. Lauderdale, FL 33334



Sales: (800) 834-7674
Support: (800) 715-1234



Email: info@bisdigital.com
Web: www.bisdigital.com

Proposal Information

Title of Proposal:

Add Evidence Presentation System to Circuit Court Courtroom

Proposal Total:

\$36,283.81

BIS Digital Proposal Reference ID:

P-2301144

Intended Recipient Name (Attention To):

Ms. Amy Crump

Drop-off Location (Building Name):

Courthouse

Delivery Address:

12001 Courthouse Circle
New Kent VA 23124

Contract Number:

TIPS Contract 230901 - Audio Visual Equipment,
Supplies, and Services

Submitting Organization Information

Name:

Business Information Systems, Inc. DBA: BIS Digital

UEI Number:

L443F978GK46

Address:

1350 NE 56th Street, Suite 300
Fort Lauderdale, FL 33334

Phone:

(800) 834-7674
(954) 493-7377

Email:

sales@bisdigital.com

Account Manager Phone:

(800) 834-7674 x 4535

Website:

www.bisdigital.com

Fax:

(877) 858-5611

Account Manager:

Peter Huddleston

Date:

September 24, 2024



September 24, 2024

Ms. Amy Crump

12001 Courthouse Circle
New Kent VA 23124

acrump@vacourts.gov

Dear Ms. Crump,

Thank you for considering BIS Digital for your audio and video needs. We are pleased to submit our proposal in response to your request.

Attached to this proposal, you will find detailed information about our products and services, as well as pricing and terms. We believe that our proposal represents the best value for New Kent County Virginia Circuit Court, and we look forward to the opportunity to work with you.

If you have any questions or would like to discuss this proposal further, please do not hesitate to contact us.

Sincerely,

Peter Huddleston
Account Manager
peter.huddleston@bisdigital.com

Proposal Terms and Conditions

Proposal ID	P-2301144
Effective Period	This proposal is valid through 03-23-2025.
Tax Status	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
Deposit	All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.
Payment Terms	Payment for the delivery of goods is due upon the transfer of possession of the goods to the buyer or its agent. Payment of services is due when all services have been fully performed in accordance with the terms of the agreement. The buyer shall promptly inspect the goods or services upon receipt and shall notify BIS Digital of any defects or non-conformities. An ACH number will be provided for payment.
Cancellation	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all canceled orders.</p>
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles users to software upgrades at a fixed fee assessed at time of purchase.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact the availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.

Company Overview

BIS Digital has been in the audio and video industry since 1982 and possesses a wealth of experience in providing integrated solutions for entities of all sizes. Headquartered in Ft. Lauderdale, Florida, the company has over 90 employees with direct sales and service representatives throughout the US.

Our primary business is the sale, service, and support of multi-channel digital audio/video recording software for the judicial and courtroom systems; city/county governments; public safety and interview rooms; and private enterprises. Other areas of expertise include software-based enterprise room control, AV electronic hardware and software integration, video presentation technology and tv broadcast systems, and digital sound/audio reinforcement.

In addition to our comprehensive AV solutions, we provide a range of video conferencing options for remote video arraignment and other court conferencing needs, in either hosted or non-hosted formats. We also offer remote language translation connectivity and digital dictation, as well as meeting agenda automation, live streaming, web hosting, and on-demand systems. From concept to completion, we have provided these technologies to over 6,000 customers.

The strategic direction for BIS Digital has been to develop solutions that operate in an open architecture environment, are user-friendly, and can be accessed on PCs, tablets, and smartphones. We work with award-winning manufacturers to design fully integrated AV capabilities for optimal workflow and efficiency. All our solutions are developed to work seamlessly with our core DCR audio and video recording software and any current case management software being utilized in the courts and other spaces today.

As such, our team has a deep understanding of the unique requirements in these settings and the importance of reliable and effective AV systems. Our priority is to work closely with our clients to ascertain their specific needs and design a system that meets them. With that said, to us, technology integration and support is more than a project. It's a partnership. It's why we also offer ongoing maintenance and support for our AV systems, as well as providing training and technical assistance to users. We strive to build long-lasting relationships with our clients and exceed their expectations at every opportunity.

Corporate Data

Years in Business

43

Number of Employees

90

Geographic Reach

US + 6 Countries

Certifications

BIS Digital is a Certified Reseller and Authorized Support Agency for the following manufacturers (including but not limited to):

- ASC
- Ashly
- Atlona
- Audio-Technica
- Axis
- Biamp
- Dante
- Extron
- Philips
- QSC
- Shure
- Sony
- Televic
- Williams Sound
- WolfVision

Owner / CEO

Steve Coldren

Vice President

Kirk Ambrose

CFO

Isabel Valle

Manager of Operations

Gary Jones

Regional Sales Director

Jade Coldren

Account Manager

Peter Huddleston

System Engineer

Matt Chetcuti

Project Manager

Rosie Socolovitch

BIS-4000074 - Scope of Work Addendum

Rep Name: Peter Huddleston

New Kent County Virginia Circuit Court

Date: 09-24-2024

By signing below, I certify that I am an authorized signer for New Kent County Virginia Circuit Court and have reviewed and approve the Scope of Work Addendum provided by BIS Digital. I understand that this addendum updates requirements for the project, and certify this document accurately captures the needs of my organization. I also acknowledge that any further changes to the Scope of Work must also be approved in writing by all parties involved.

Scope of Work Addendum Description / Notes:

The court desires to have a presentation system installed into the courtroom. The system will include 4 22" displays to be located at both Attorney Tables, Witness Stand, and Judges Bench. The Witness and Judges displays will be touch displays allowing for annotation at the witness stand and presentation approval at the Judges. The court would like a large display mounted to the left of the judge's bench. This will require the court to remove a Xray display window currently installed. BIS PM team please note to verify this prior to scheduling installation. BIS will install Cynap into existing audio rack and Bis will provide and run cable from displays in court room to Cynap in Rack. BIS will also install control software on Judge's Touch screen display. BIS will also install a hard-wired connection at each attorney table so that the attorneys can connect their PCs to the system via HDMI. BIS will train users on operation of the system.

System:

Courtroom

Multiple Rooms?

No – This scope does NOT consider multiple rooms.

Applicable Room Name(s):

Circuit Court Courtroom

Will any BIS Digital provided equipment need to match existing equipment?

No – All BIS Digital provided equipment can be standalone and does not need to match any existing equipment.

System Training Required?

Yes – BIS Digital Technicians will train end users on using the installed system.

Will BIS Digital provide ongoing support?

On-Site Support with Hardware Replacement

Approximate Number of Training Days:

0.31

System Training Hours:

	Estimated Hours
DCR	0
DCR-VC	0
DCR Player	0
Web Access / Network Monitor	0
Room Control	7.50
Evidence Presentation	7.50
Other (see notes)	0
Total	15

Disclaimer: Shipping and Handling

Shipping Information and Requirements

By engaging in our shipping services, customers are obligated to provide precise shipping contact information. This includes the first and last name, title, phone number, and email address of the individual designated to oversee shipping logistics. Customers must also explicitly state whether their location possesses a designated dock for receiving shipments. This information is crucial for planning to ensure the most efficient and timely delivery method.

Direct Shipments from Manufacturers

BIS Digital reserves the right to dispatch particular items, such as monitors and specific components, directly from the manufacturer. While this approach may result in separate arrivals from bundled systems, it is essential to secure timely deliveries and the uncompromised condition of individual components. Rest assured, we manage this process to minimize any potential disruption to your project.

Shipping Costs

The expenses associated with shipping and handling will be determined according to project-specific requirements. Customers will receive a set price for these costs included in a Bill of Materials prior to proceeding with any shipment. Our objective is to maintain cost-efficiency while upholding the highest standards of care for your equipment.

Shipping Schedule and Tracking

BIS Digital collaborates closely with customers to establish a shipping schedule that aligns with project timelines. Timely delivery is a paramount commitment, and customers will be kept informed of the shipping status through proactive communication. Additionally, when applicable, customers will be granted access to tracking services and notifications, affording them the means to monitor the status of their shipments, thereby facilitating appropriate preparation for the arrival of their AV equipment.

Disclaimer and Contact Information

This Shipping and Handling Disclaimer serves as a general guideline for our shipping and handling procedures. BIS Digital is firmly committed to addressing specific inquiries or concerns regarding shipping in a prompt and efficient manner, all with the overarching goal of ensuring a seamless and expedient shipping experience for your AV equipment. Should you require further clarifications, have concerns, or need additional assistance, we encourage you to reach out to our dedicated support team.

By signing below, I certify that I am an authorized signer for New Kent County Virginia Circuit Court and have reviewed and approved BIS Digital's Shipping and Handling Disclaimer. I understand that this disclaimer provides a general overview of shipping expectations and agree to hold BIS Digital harmless from liability arising from third-party carrier errors, damages, or delays. Furthermore, I acknowledge that if specific shipping instructions, such as address details, carry-in delivery, or attention-to information, are required, I will promptly forward these instructions to the designated account manager for implementation. I also recognize that any delays in providing accurate shipping information may result in project delays, and I accept responsibility for mitigating such delays by promptly addressing any shipping-related requirements.

Disclaimer: Client-Initiated Modifications and Post-Installation Changes

This document serves as a disclaimer by BIS Digital, Inc. to address concerns regarding client-initiated modifications and changes made to audiovisual systems during or post-installation. We urge all clients, their respective staff, and any applicable third-parties, to carefully review and understand the following points.

Responsibility for Modifications

BIS Digital takes pride in delivering high-quality audiovisual systems and solutions that are carefully designed, installed, and configured according to the client's specific needs and requirements. Any modifications, alterations, or changes made to the installed systems by the client or their staff after the completion of installation are outside the scope of our original service and responsibility.

Risk and Implications

Clients are advised that making unauthorized modifications to the audiovisual systems, including hardware and software, may result in compatibility issues, operational errors, and system malfunction. BIS Digital shall not be held responsible for any issues or damages that may occur due to these client-initiated modifications.

Client Decision-Makers

We encourage clients to designate responsible individuals who will oversee and approve any changes or updates to the audiovisual systems, and who understand the potential consequences of unauthorized modifications.

Client Communication

In the event that clients intend to make changes or upgrades to the installed systems, we kindly request that they notify BIS Digital in advance. This will allow us to assess the proposed changes for compatibility and potential impacts on the system.

Warranty and Support

Our standard warranty and support services apply to the audiovisual systems as they were originally installed and configured by BIS Digital. Any client-initiated modifications may void these warranties and may incur additional charges for repair or maintenance.

Dispute Resolution

In the event of disputes arising from client-initiated modifications and their impact on the audiovisual systems, BIS Digital is open to engaging in a constructive dialogue to find mutually acceptable solutions. However, the ultimate responsibility for such modifications rests with the client.

Acknowledgment

By continuing to use or make changes to the audiovisual systems installed by BIS Digital, clients acknowledge their understanding and acceptance of this disclaimer.

Contact Information

For any questions, concerns, or inquiries related to this Disclaimer, please contact BIS Digital through our official channels.

Please note that this disclaimer is a fundamental aspect of our service agreements. BIS Digital is committed to delivering exceptional AV solutions and ensuring the longevity and functionality of our installations. We appreciate your cooperation in preserving the integrity of our work.

Disclaimer: Standard Training

The scope of training provided by BIS Digital is limited to the standard operation and maintenance of the equipment as outlined in this scope of work and in accordance with the manufacturer's requirements. Training is intended to equip end-users with the knowledge necessary to independently and effectively operate the integrated audiovisual systems.

Our training sessions are conducted by an installing technician who is most knowledgeable about the specific system, especially in cases where adjustments or modifications have been made due to unforeseen conditions on-site. This ensures that users receive tailored, accurate, and up-to-date information regarding their AV system.

The estimated total hours of training, as listed in the table below, are calculated under the assumption that each user will be trained individually. This approach is adopted because BIS Digital recognizes that end-user availability for training may vary significantly. However, we can accommodate group training sessions for efficiency. Please note that group sizes are generally limited to no more than five (5) people to ensure the quality and effectiveness of the training.

Please be aware that our training sessions are standardized and may not accommodate specific learning disabilities or impairments. Our technicians are not certified trainers and are unable to provide specialized training for such cases. If any subset of client users requires special accommodations due to learning disabilities or impairments, we strongly encourage a "train-the-trainer" approach with the client. This means that the client should designate an individual or individuals within their organization to receive the standard training and then provide tailored training or support to those with specific needs.

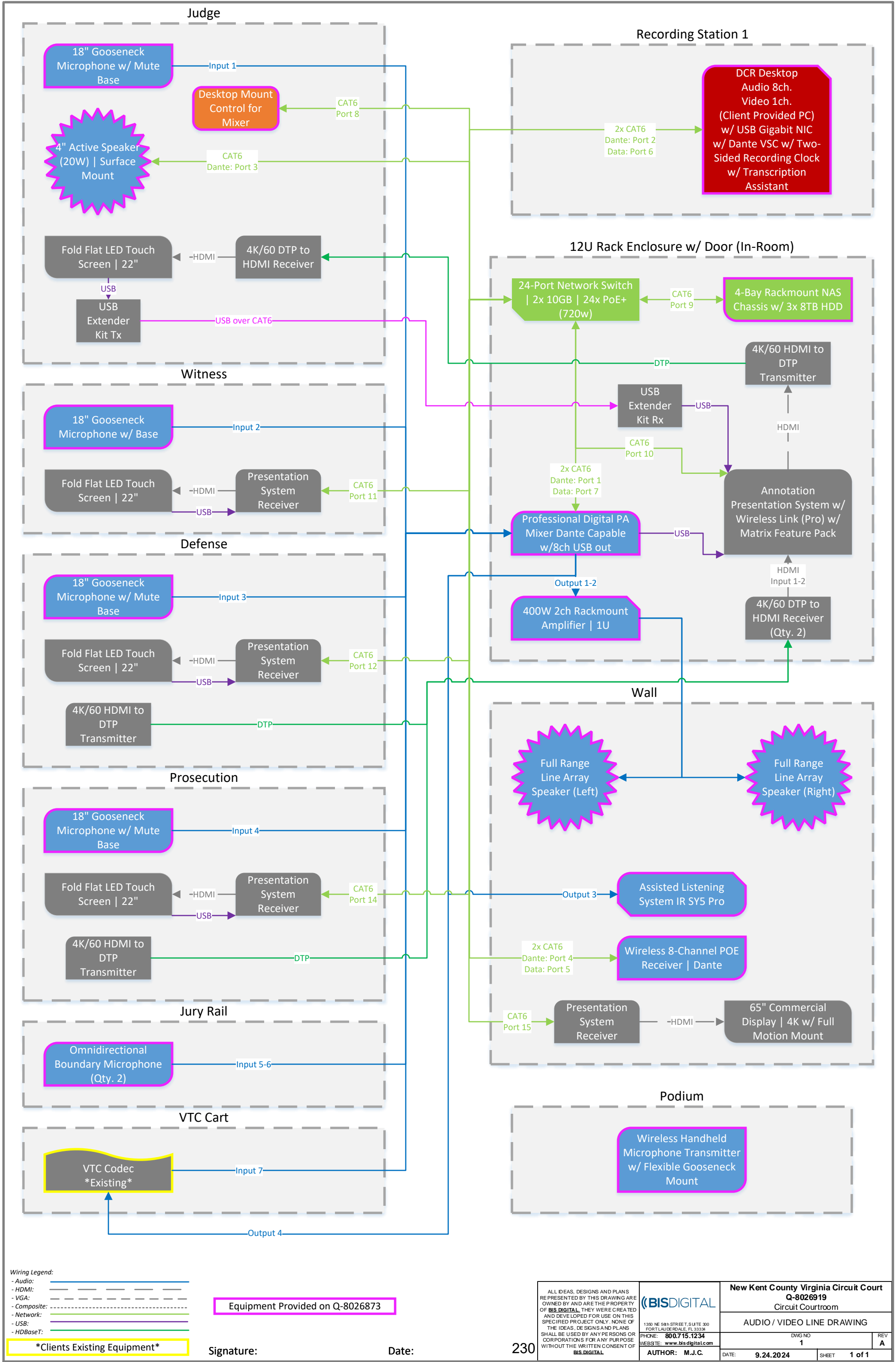
While every effort is made to provide comprehensive training, BIS Digital shall not be held liable for any errors, omissions, or issues arising from the use of the integrated audiovisual system following training. Users are encouraged to seek additional support or clarification if necessary.

By proceeding with training services provided by BIS Digital, you acknowledge that you have read and understood this disclaimer, and you agree to abide by the terms and conditions stated herein. If you have any questions or concerns regarding our training services or this disclaimer, please do not hesitate to contact us.

	Estimated Hours	Number of Users
DCR	0	0
DCR-VC	0	0
DCR Player	0	0
Web Access / Network Monitor	0	0
Room Control	7.50	5
Evidence Presentation	7.50	5
Other (see notes)	0	0
Total	15	

Estimated Number of 8 Hour Training Days in Addition to Installation (as Facilitated by 1 Technician):

0.31



Key System Technology

Evidence Presentation

As part of our comprehensive AV system solution, BIS Digital proposes an advanced evidence presentation system that offers optional annotation capabilities. This versatile system can be seamlessly operated on touch-enabled screens or tablet devices, enabling presenters, typically attorneys or witnesses, to interact with the evidence digitally. Our system supports various evidence formats, including documents, images, audio recordings, and videos. In situations where non-digital evidence is required, BIS Digital can integrate a document camera as a source feed into the evidence presentation system. The evidence can then be presented on displays throughout the courtroom, ensuring all participants, including the judge, jury, attorneys, and witnesses, have a clear view.

During presentations, presenters can leverage the touch screen annotation features to emphasize specific sections of the evidence, create diagrams, add notes, or underline important points. Real-time annotation functionality facilitates dynamic and collaborative interaction during evidence analysis. Attorneys can raise objections, present counter-arguments, or pose questions related to the evidence using the touch screen interface. Additionally, judges can use the system to mark rulings or seek clarifications.

To cater to specific room workflows, our solution offers a preview and publish evidence option. This feature allows authorized individuals, such as the judge, to select specific evidence for review by clicking the preview button. The selected evidence will only be displayed on monitors designated as preview monitors. Once the judge has reviewed the evidence and determined its admissibility, there is an option to publish the evidence to the gallery. By selecting the publish option, the evidence becomes accessible to gallery participants, including the jury, witnesses, and opposing counsel, via designated 'publish' monitors.

For added convenience, our larger AV system can optionally record the presented evidence and any annotations made during the session. If integrated with a room control system, the evidence presentation controls can be consolidated into a single control interface, simplifying operation and enhancing efficiency.

Cynap

Included in this proposal is a WolfVision Cynap, an advanced wireless presentation and collaboration system packed with a wide array of essential features. With the Cynap system, users can seamlessly share and showcase content from their personal devices on a larger screen or monitor. By leveraging a network connection, content transmission from the presentation device to the hub becomes cable-free, simplifying setup and enabling usage in any location with ease. One notable capability of the Cynap system is its support for simultaneous connections of multiple presentation devices, fostering collaborative content sharing among multiple users. Moreover, it can effortlessly connect to multiple displays at once, empowering users to share content across multiple screens or display different content on each screen. The Cynap system also boasts an intuitive on-screen annotation tool, empowering users to make real-time handwritten notes or drawings on the displayed content, facilitating seamless collaboration and communication. Furthermore, it offers robust support for audio and video content, making it an adaptable tool for a wide range of applications. Compatible with laptops, tablets, and smartphones, the Cynap system prioritizes security with features like encryption and password protection, ensuring the utmost protection for shared content.

Installation Overview

BIS Digital is committed to delivering high-quality AV systems that meet the needs of our clients; our installation process is an integral part of this commitment. The following section is a general overview of the steps we take to ensure a seamless experience. Note: The final schedule is determined with the client after a proposal is accepted and a purchase order is received.

Our installation process begins with careful planning and design to ensure that the AV system meets the needs of the end users and is properly integrated into the space. This includes conducting site surveys to assess the physical space and infrastructure, as well as working with clients to understand their specific needs and requirements. In circumstances where we are not able to conduct a technical walkthrough pre-quotation or believe the project would benefit from an additional review, we will coordinate a site survey at the client's earliest convenience. This allows us to properly assess the physical space and infrastructure, and solidify whether any site preparations need to be made in advance, such as providing lockable storage or installing power outlets as needed to support the AV system. Product orders will commence immediately following this final site review meeting and can take 2-3 weeks, depending on manufacturing and shipping times.

Once the site is prepared, BIS Digital will connect and configure all hardware and software components of the AV system. All work will be performed by BIS Digital Technicians only, with no subcontractors. This may include installing and configuring audio processors, amplifiers, and control systems, as well as integrating the AV system with other building systems as applicable. Installation times can range from two days to two weeks per room depending upon the complexity of the system and environment. Custom programming and support will be provided by BIS Digital programmers, who will be available throughout the installation period and for routine performance upgrades and maintenance through remote service. BIS Digital follows all local building codes and regulations when performing work and ensures that all components are installed safely and securely.

After all elements are installed and tested, our technicians will provide user training to ensure that all end users are comfortable operating the AV system. The scope of training will vary depending on the complexity of the project and the number of users who need to be trained. This may include hands-on training sessions, demonstrations, and the creation of user manuals or other documentation as needed. Ongoing training can also be provided through an on-site service or remote service agreement if desired. Our goal is to ensure that all end users have the knowledge and skills they need to effectively use and maintain the AV system.

Support and Service Overview

At BIS Digital, we are committed to meeting our customers' service and support requirements and honoring all product warranties. We also offer comprehensive maintenance programs that include on-site and remote support, service, and training in addition to warranty fulfillment. Complete details are available upon request.

We have a 24/7 toll-free service hotline staffed by experienced technical service representatives, as well as options for placing service calls directly on our website or by phone. In most cases, we can resolve issues over the phone or in a video conference, but there may be times when an on-site visit is necessary. We use hosted customer relationship management (CRM) software to track the performance of our supported systems and our customers' services. Our technicians receive service calls through our internal service coordinator, and the cost of service coverage depends on the customer's service agreement. When a service call is completed, an automated email is sent to the customer with the results.

To ensure that we're responding quickly and efficiently to our customer requests and service issues, we've also implemented a Service Level Management Escalation Policy that outlines how we handle different levels of severity and how we communicate with our customers. Sometimes, we may need to escalate issues for technical or managerial reasons. Technical escalations involve bringing in additional expertise to resolve technical problems as quickly as possible, while managerial escalations involve higher levels of decision-making authority to address procedural or behavioral obstacles that may be holding up the resolution of a situation.

To optimize these systems, we ask every customer to contact the Technical Support Center first:

(800) 715-1234
Support@BISDigital.com

In the event a BIS Digital technical support representative does not respond in a prompt manner (within 8 business hours), customers can escalate their service issue to the contacts below.

Account Manager – Peter Huddleston
(800) 834-7674 x 4535

Technical Services Manager – Gary Jones
(800) 834-7674 x 4513

Director of Operations – Mitch Wise
(800) 834-7674 x 9516

Bill of Materials

Account Name:

New Kent County Virginia Circuit Court

Quote Name:

A - SEP 2024 - Add Presentation system to Courtroom - Circuit Court Courtroom - Courthouse - New Kent County Virgini

Quote Number:

Q-8026919

Quote Amount:

\$36,283.81

Date:

9/24/24

Quote Expiration Date:

3/26/25

Account Rep:

Peter Huddleston

Account Rep Email:

peter.huddleston@bisdigital.com

Account Rep Phone:

(800) 834-7674 x4535

Item	Product Code	Qty	List Price	TIPS Price	Total Price
Annotation Presentation System w/Wireless Link and 365 Office License Pro HDMI Only	BIS-CYNAP-PRO-A	1.00	8000.00	\$7,200.00	\$7,200.00
Matrix Feature Pack for BIS-CYNAP	BIS-CYNAP-MFP	1.00	3625.00	\$3,262.50	\$3,262.50
Annotation Presentation System Receiver (Series 2)	BIS-CYNAP-REC	4.00	1116.00	\$1,004.40	\$4,017.60
24-port Network Switch 2x 10GB 24x PoE+ (720w)	BIS-NS-M4300-GSM4328PB	1.00	3600.00	\$3,240.00	\$3,240.00
9-port Network Switch 9x 1GB 8x PoE+ (110w)	BIS-NS-M4250-GSM4210PD	-1.00	990.00	\$891.00	(\$891.00)
4K/60 HDMI DTP Receiver (330ft)	BIS-EXTRN-DTP-HDMI-4K-330-RX	3.00	750.00	\$675.00	\$2,025.00
4K/60 HDMI DTP Transmitter (330ft)	BIS-EXTRN-DTP-HDMI-4K-330-TX	3.00	750.00	\$675.00	\$2,025.00
USB 2.0 over CAT6 Extender	BIS-USB2-CAT5	1.00	805.00	\$724.50	\$724.50
12U Rack Enclosure Cabinet (Series 2)	BIS-REC-12S2	1.00	1150.00	\$1,035.00	\$1,035.00
1U Rack Shelf 15" Depth	BIS-RSLF-1S2	1.00	129.00	\$116.10	\$116.10
7U Desktop Rack Enclosure w/ Door	BIS-RACK-E-DT-7U	-1.00	950.00	\$855.00	(\$855.00)
Fold Flat LED Touch Screen 22" (Series 4)	BIS-FD-LEDTS-22-S4	4.00	550.00	\$495.00	\$1,980.00
65" Commercial Display 4K	BIS-D-4K-65-C	1.00	2300.00	\$2,070.00	\$2,070.00

Item	Product Code	Qty	List Price	TIPS Price	Total Price
40"-75" Full-Motion TV Wall Mount 100lbs Max	BIS-CGD-WMT-FM-40-75	1.00	389.00	\$350.10	\$350.10
CAT6A Patch Cable Shielded (3ft)	BIS-CAT6A-STP-03-BLK	2.00	15.50	\$13.95	\$27.90
CAT6A Patch Cable Shielded (6ft)	BIS-CAT6A-STP-06-BLK	5.00	22.50	\$20.25	\$101.25
CAT6A Patch Cable Shielded (10ft)	BIS-CAT6A-STP-10-BLK	7.00	28.00	\$25.20	\$176.40
CAT6A Cable Shielded Black 500'	BIS-W-CAT6A-SHB-500	1.00	600.00	\$540.00	\$540.00
HDMI Cable (3ft)	BIS-HDMI-3FT-MM	4.00	15.00	\$13.50	\$54.00
HDMI Cable (6ft)	BIS-HDMI-6FT-MM	6.00	21.00	\$18.90	\$113.40
Shipping/Handling	S/H	1.00	1870.58	\$1,683.52	\$1,683.52
On-site Setup Installation and Training (per system)	SIT	1.00	3960.00	\$3,564.00	\$3,564.00
Installation Supplies	BIS-INST-SUP	1.00	380.88	\$342.79	\$342.79
Annual ON-SITE SUPPORT (Includes Hardware Replacement) - Contract to be Issued Upon Installation	NMNT-OS-HRDW	1.00	3756.38	\$3,380.74	\$3,380.74
TIPS Contract 230901 - Audio Visual Equipment Supplies and Services	BIS-X-TIPS				

Total (Before Tax): \$36,283.81

Terms and Conditions

Effective Period	This Quote (Q-8026919) is valid through March 26, 2025
Tax Status	Sales tax will be added to an invoice unless a Tax-Exempt Form is on file with the BIS Digital corporate office.
Payment Terms	<p>Deposit: All orders above \$5,000 require a 50% deposit. Once the deposit for an order is received by BIS Digital, installation scheduling and shipment of goods will occur.</p> <p>Balance: For installations, the remaining balance is to be paid on the completion of the installation. For orders, the remaining balance is to be paid on the delivery of goods at the customer site.</p>
Cancellation	<p>In the event a customer cancels or postpones an order after a deposit has been received, BIS Digital reserves the right to invoice for hardware, software, shipping costs, and any other materials procured for the order.</p> <p>Restocking Fee: A 20% restocking fee will be charged for all cancelled orders.</p>
Limited Warranty	New software supplied by BIS Digital are covered for 90 days from the date of installation. New hardware supplied by BIS Digital are covered for 90 days from the date of delivery. Manufacturer Warranties do not cover On-Site Technical Support, Shipping costs, or Software upgrades.
Software Assurance	Annual Software Assurance entitles user to software upgrades at the cost of \$380 per license per year.
Substitutions	Unforeseen supply chain disruptions or component shortages may impact availability of goods. As a result, some items may require substitution and may be subject to price and/or delivery time variances. In these instances, BIS Digital will consult with the customer about options and alternatives.

Quote (Q-8026919) Accepted By

Full Name (Print):

Title:

Signature:

Date:

PLEASE NOTE:

By signing above and or providing a purchase order number below, your organization is agreeing to the above price, terms, and conditions, and is authorizing BIS Digital, Inc. to order, install, and bill for the equipment listed herein.

Accounts Payable Information

Full Name (Print):

Phone Number:

Email Address:

Fax Number:

Purchase Order Required for Processing?:

YES

NO

Purchase Order Number:

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

Meeting Date: 4/14/2025

PRESENTATIONS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	authorize the County Administrator to execute the proposed VDOT Secondary Six Year Plan Allocation document. I further move to approve resolution R-12-25 to designate a portion of Clarke Road as a rural rustic road.
Subject	Secondary Six Year Plan Overview - <i>Director of Transportation Development Amy Inman</i>
Issue	The Secondary Six Year Plan (SSYP) is an agreement between New Kent County and VDOT that prioritizes and describes roadway improvements the County would like for VDOT to plan for in the FY26 - FY31 SSYP.
Recommendation	Staff recommends approval of the addition of Crumps Mill and Clarke Road in the VDOT FY26 - FY32 SSYP.
Fiscal Implications	The County receives State and Federal allocations yearly to fund proposed secondary road improvements.
Policy Implications	The SSYP must be adopted by the Board of Supervisors in order for the County to receive its funding allocation.
Legislative History	The SSYP must be reviewed and adopted annually by the Board of Supervisors.
Discussion	Please see the attached staff memo which lists the proposed SSYP projects in order of priority.

Time Needed:		Person Appearing:	Director of Transportation Development Amy Inman
Request prepared by:	A. Stanger, Executive Assistant	Telephone:	(804) 966-9683
Copy provided to:			

ATTACHMENTS:

Description	Type
Staff Memo	Cover Memo
Secondary System Allocation Program Layout	Cover Memo
Secondary System Construction Program Estimated Allocations (PDF)	Cover Memo
Resolution -R-12-25 Rural Rustic Road - Clarke Road (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Stanger, Amanda	Approved	4/2/2025 - 4:09 PM
Administration	Hathaway, Rodney	Approved	4/3/2025 - 3:19 PM
Attorney	Everard, Joshua	Approved	4/4/2025 - 12:24 PM



Department of Transportation Development

MEMORANDUM

TO: New Kent County Board of Supervisors
FROM: Amy Inman, Director, Transportation Development
SUBJECT: VDOT Secondary Six Year Program & Rural Rustic Projects

VDOT Secondary Six Year Program:

New Kent County has received the FY26-FY31 Secondary Six Year Program (SSYP) projected funding allocations from the Virginia Department of Transportation (VDOT).

New Kent County will receive a total of \$365,626 from annual allocations for FY26 – FY31 as follows:

- Telefee:
 - Annual \$ 53,775
 - Total SSYP \$322,650
- District Grant Unpaved:
 - Annual \$ 5,575
 - Total SSYP \$ 33,976
- Total FY26-FY31 SSYP:
 - **Total SSYP: \$356,626**

Rural Rustic Projects:

Over the past several years, we have received complaints about the condition of Crumps Mill Road and Clarke Road. We have worked with VDOT to identify funding to make the necessary improvements to bring Crumps Mill Road up to VDOT standards and make necessary improvements to the VDOT portion of Clarke Road.

As a result of savings over the past several years, we currently have a balance of Telefees in the amount of \$639,233 and a balance of District Grant funds in an amount of \$23,885 that may be used to support the improvements of Crumps Mill and Clarke Road. As such, we recommend programming these funds for Crumps Mill Road and Clarke Road as follows:

- Clarke Road Rural Rustic Road Improvements: \$208,217
- Crumps Mill Road Improvements: \$273,885
- Total Funds Programmed: \$482,102

The fund balance of \$181,016 will remain for future New Kent County road projects.

New Kent County - 3/28/2025

		Previous	FY25	FY26	FY27	FY28	FY29	FY30	Total	Total Project Allocations	Project Estimate	Expenditures	Expected Deficit Overallocated	Balanced	Remaining Funds (or overspend)	Comment
Total	Telefees		\$ 53,775	\$ 53,775	\$ 53,775	\$ 53,775	\$ 53,775	\$ 53,775	\$ 322,650							
Total	Unpaved		\$ 5,575	\$ 5,575	\$ 5,575	\$ 5,575	\$ 5,575	\$ 5,575	\$ 33,450							
UPC	Other Funds															
115877	\$ -	Telefees	\$208,217						\$ 208,217	\$	208,217	\$ 208,217	\$	-	\$ 208,217	Clarke Road Rural Rustic
		Unpaved	\$ -						\$ -							
127174	\$ -	Telefees	\$250,000						\$ 250,000	\$	273,855	\$ 273,855	\$	-	\$ 273,855	Crumps Mill Rural Addition
		Unpaved	\$ 23,855						\$ 23,855							
T20885	\$ -	Telefees	\$163,085	\$ 53,775	\$ 53,775	\$ 53,775	\$ 53,775	\$ 53,775	\$ 485,735	\$	485,735		\$	485,735	\$ 485,735	Telefee Balance Entry (Future Secondary Funding)
		Unpaved							\$ -							
100334	\$ -	Telefees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$	33,450		\$	33,450	\$ 33,450	Unpaved Road Balance Entry (Future Rural Addition/Rustic Funding)
		Unpaved	\$ 5,575	\$ 5,575	\$ 5,575	\$ 5,575	\$ 5,575	\$ 5,575	\$ 33,450							
T22595		Telefees	\$ 17,931	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 17,931	\$	17,931		\$	17,931	\$ 17,931	County Engineering/Survey
		Unpaved	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							

Balance Check						Status?
Telefee (Total)	\$	322,650	=	\$	322,650	Good
Unpaved (Total)	\$	33,450	=	\$	33,450	Good
FY25	\$	59,350	=	\$	59,350	Good
FY26	\$	59,350	=	\$	59,350	Good
FY27	\$	59,350	=	\$	59,350	Good
FY28	\$	59,350	=	\$	59,350	Good
FY29	\$	59,350	=	\$	59,350	Good
FY30	\$	59,350	=	\$	59,350	Good

Unpaved Previous Money	\$23,855.00
Unpaved Future Money	\$33,450.00
Total Unpaved Money	#####

Secondary System
New Kent County
Construction Program
Estimated Allocations

Fund	FY2026	FY2027	FY2028	FY2029	FY2030	FY2031	Total
TeleFee	\$53,775	\$53,775	\$53,775	\$53,775	\$53,775	\$53,775	\$322,650
District Grant - Unpaved	\$5,575	\$5,575	\$5,575	\$5,575	\$5,838	\$5,838	\$33,976
Total	\$59,350	\$59,350	\$59,350	\$59,350	\$59,613	\$59,613	\$356,626

Board Approval Date:

Residency Administrator

Date

County Administrator

Date

District: Richmond

County: New Kent County

Board Approval Date:

2026-27 through 2030-31

Route	Road Name	Estimated Cost	Traffic Count
PPMS ID	Project #		Scope of Work
Accomplishment	Description		FHWA #
Type of Funds	FROM		Comments
Type of Project	TO		
Priority #	Length	Ad Date	
9999	Clarke Road	PE \$0	
115877	9999063614	RW \$0	Resurfacing
STATE FORCES/HIRED EQUIPMENT	FY 26 Rural Rustic Clarke Road	CN \$208,217	47005
	249	Total \$208,217	
State forces/Hired equip	EOSM		
CN Only	2.0	12/29/2026	
0001.00			
0645	CRUMPS MILL ROAD	PE \$10,000	
127174	0645063632	RW \$0	Resurfacing
STATE FORCES/HIRED EQUIPMENT	CRUMPS MILL ROAD RURAL ADDITION - RURAL RUSTIC	CN \$263,855	47005
	GRIMM LANE	Total \$273,855	
State forces/Hired equip	0.87 MILES N. of GRIMM LANE	4/22/2027	
PE CN Only	0.9		
0002.00			
9999	TBD	PE \$0	
-20885	9999063609	RW \$0	Other
NOT APPLICABLE	NEW KENT - FUTURE SECONDARY FUNDING	CN \$0	44
		Total \$0	
0003.00			
4005		PE \$0	
-22595	4005063617	RW \$0	Preliminary Engineering
	New Kent Countywide Engineering & Survey	CN \$20,405	_7015
	VARIOUS LOCATIONS IN COUNTY	Total \$20,405	
	VARIOUS LOCATIONS IN COUNTY	5/1/2019	
0004.00			
4008		PE \$0	0
100334	1204008	RW \$0	Right of Way
NOT APPLICABLE	FUTURE COUNTYWIDE RURAL ADDITIONS	CN \$250,000	16016
S	VARIOUS LOCATIONS IN COUNTY	Total \$250,000	USE WHEN IMPARTIAL TO OPEN A PROJECT: ATTORNEY FEES and ACQUISITION COST.
	VARIOUS LOCATIONS IN COUNTY	1/30/2011	
0005.00			

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

R-12-25

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 14th day of April, 2025:

Present:

Vote:

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

Motion was made by _____, which carried/failed 0:0, to adopt the following resolution:

**RESOLUTION DESIGNATING STATE ROUTE 678
CLARKE ROAD/SLATERSVILLE ROAD
AS A RURAL RUSTIC ROAD**

WHEREAS, Section 33.2-332 of the *Code of Virginia*, permits the hard surfacing of certain unpaved roads deemed to qualify for designation as a Rural Rustic Road; and

WHEREAS, any such road must be located in a low-density development area and have no more than 1,500 vehicles per day; and

WHEREAS, the Board of Supervisors of New Kent County, Virginia (“Board”) desires to consider whether State Route 678, Clarke Road/Slatersville Road, From: State Route 678, Clarke Road/Slatersville Road To: 1.9 miles South of Route 249 should be designated a Rural Rustic Road; and

WHEREAS, the Board is unaware of pending development that will significantly affect the existing traffic on this road; and

WHEREAS, the Board believes that this road should be so designated due to its qualifying characteristics; and

WHEREAS, this road is in the Board’s six-year plan for improvements to the secondary system of state highways.

NOW, THEREFORE, BE IT RESOLVED, the Board hereby designates this road a Rural Rustic Road, and requests that the Residency Administrator for the Virginia Department of

Transportation concur in this designation.

BE IT FURTHER RESOLVED, the Board requests that this road be hard surfaced and, to the fullest extent prudent, be improved within the existing right-of-way and ditch-lines to preserve as much as possible the adjacent trees, vegetation, side slopes, and rural rustic character along the road in their current state.

BE IT FURTHER RESOLVED, that a certified copy of this resolution be forwarded to the Virginia Department of Transportation Residency Administrator.

Adopted on April 14, 2025.

Rodney A. Hathaway
County Administrator

Thomas W. Evelyn
Chairman

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

Meeting Date: 4/14/2025

PUBLIC HEARINGS

Motion: "Mr. Chairman, I move to (not required for Consent Agenda items)	approve Resolution R-09-25 granting Dominion Energy a thirty-foot variable width easement across New Kent County owned property identified as Tax Map Parcel #37-9A.
Subject	PUBLIC HEARING - Easement to Dominion Energy for Electrical Service Line - Resolution R-09-25 - County Attorney Joshua Everard
Issue	Dominion Energy has requested an easement across county-owned property; specifically, the Henrico Jail East site. The easement is for electrical service to provide power to a cellular communications tower that was previously approved in 2017.
Recommendation	Staff recommends approval
Fiscal Implications	None.
Policy Implications	None.
Legislative History	The Board of Supervisors previously approved a conditional use permit for the cellular communications tower in Resolution R-27-17.
Discussion	

Time Needed:	5 minutes	Person Appearing:	Joshua Everard, County Attorney
Request prepared by:	Joshua Everard, County Attorney	Telephone:	804-966-9686
Copy provided to:	Rodney Hathaway, County Administrator		

ATTACHMENTS:

Description	Type
Easement (PDF)	Exhibit
Plat (PDF)	Exhibit
CUP Resolution R-27-17 (PDF)	Exhibit
R-09-25 (PDF)	Resolution Letter

REVIEWERS:

Department	Reviewer	Action	Date
Attorney	Everard, Joshua	Approved	3/31/2025 - 4:05 PM
Administration	Hathaway, Rodney	Approved	3/31/2025 - 4:15 PM



Right of Way Agreement

THIS RIGHT OF WAY AGREEMENT, is made and entered into as of this _____ day of _____, 2025, by and between COUNTY OF NEW KENT ("**GRANTOR**") and VIRGINIA ELECTRIC AND POWER COMPANY, a Virginia public service corporation, doing business in Virginia as Dominion Energy Virginia, with its principal office in Richmond, Virginia ("**GRANTEE**").

W I T N E S S E T H :

1. That for and in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, **GRANTOR** grants and conveys unto **GRANTEE**, its successors and assigns, the perpetual right, privilege and exclusive easement over, under, through, upon, above and across the property described herein, for the purpose of transmitting and distributing electric power by one or more circuits; for its own internal telephone and other internal communication purposes directly related to or incidental to the generation, distribution, and transmission of electricity; for fiber optic cables, wires, attachments, and other transmission facilities, and all equipment, accessories and appurtenances desirable in connection therewith, for the purpose of transmitting voice, text, data, internet services, and other communications services, including the wires and attachments of third parties; and for lighting purposes; including but not limited to the rights:

1.1 to lay, construct, operate and maintain one or more lines of underground conduits and cables including, without limitation, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time determine, and all wires, conduits, cables, transformers, transformer enclosures, concrete pads, manholes, handholes, connection boxes, accessories and appurtenances desirable in connection therewith; the width of said exclusive easement shall extend FIFTEEN (15) feet in width across the lands of **GRANTOR**; and

1.2 to construct, operate and maintain a pole line including, without limitation, all wires, poles, attachments, ground connections, one or more lighting supports and lighting fixtures as **GRANTEE** may from time to time deem advisable, equipment, accessories and appurtenances desirable in connection therewith, including the right to increase or decrease the number of wires; the width of said exclusive easement shall extend THIRTY (30) feet in width across the lands of **GRANTOR**; and

1.3 to apportion, lease, or license the voice, text, data, internet service, and other communications rights herein in whole or in part to third parties as may be useful or practical, including the rights to transmit third party data and the right to apportion, lease, or license surplus communications capacity to third parties for the exercise of such rights.

2. The easement granted herein shall extend across the lands of **GRANTOR** situated in NEW KENT COUNTY, Virginia, as more fully described on Plat(s) Numbered 28-25-0005, attached to and made a part of this Right of Way Agreement; the location of the boundaries of said easement being shown in broken lines on said Plat(s), reference being made thereto for a more particular description thereof.

3. All facilities constructed hereunder shall remain the property of **GRANTEE**. **GRANTEE** shall have the right to inspect, reconstruct, remove, repair, improve, relocate on and within the easement area, including but not limited to the airspace above the property controlled by **GRANTOR**, and make such changes, alterations, substitutions, additions to or extensions of its facilities as **GRANTEE** may from time to time deem advisable.

This Document Prepared by Virginia Electric and Power Company and should be returned to: Dominion Energy Virginia, 902 G Street, Hampton, VA 23661.

Initials: _____

(Page 1 of 4 Pages)

DEVID No(s). 28-25-0005

GPIN 28-3439-3805

Form No. 728493-1 (Dec 2021)

© 2025 Dominion Energy

Right of Way Agreement

4. **GRANTEE** shall have the right to keep the easement clear of all buildings, structures, trees, roots, undergrowth and other obstructions which would interfere with its exercise of the rights granted hereunder, including, without limitation, the right to trim, top, retrim, retop, cut and keep clear any trees or brush inside and outside the boundaries of the easement that may endanger the safe and proper operation of its facilities. All trees and limbs cut by **GRANTEE** shall remain the property of **GRANTOR**.

5. For the purpose of exercising the right granted herein, **GRANTEE** shall have the right of ingress to and egress from this easement over such private roads as may now or hereafter exist on the property of **GRANTOR**. The right, however, is reserved to **GRANTOR** to shift, relocate, close or abandon such private roads at any time. If there are no public or private roads reasonably convenient to the easement, **GRANTEE** shall have such right of ingress and egress over the lands of **GRANTOR** adjacent to the easement. **GRANTEE** shall exercise such rights in such manner as shall occasion the least practicable damage and inconvenience to **GRANTOR**.

6. **GRANTEE** shall repair damage to roads, fences, or other improvements (a) inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and (b) outside the boundaries of the easement and shall repair or pay **GRANTOR**, at **GRANTEE**'s option, for other damage done to **GRANTOR**'s property inside the boundaries of the easement (subject, however, to **GRANTEE**'s rights set forth in Paragraph 4 of this Right of Way Agreement) and outside the boundaries of the easement caused by **GRANTEE** in the process of the construction, inspection, and maintenance of **GRANTEE**'s facilities, or in the exercise of its right of ingress and egress; provided **GRANTOR** gives written notice thereof to **GRANTEE** within sixty (60) days after such damage occurs.

7. **GRANTOR**, its successors and assigns, may use the easement for any reasonable purpose not inconsistent with the rights hereby granted, provided such use does not interfere with **GRANTEE**'s exercise of any of its rights hereunder. **GRANTOR** shall not have the right to construct any building, structure, or other above ground obstruction on the easement; provided, however, **GRANTOR** may construct on the easement fences, landscaping (subject, however, to **GRANTEE**'s rights in Paragraph 4 of this Right of Way Agreement), paving, sidewalks, curbing, gutters, street signs, and below ground obstructions as long as said fences, landscaping, paving, sidewalks, curbing, gutters, street signs, and below ground obstructions do not interfere with **GRANTEE**'s exercise of any of its rights granted hereunder. In the event such use does interfere with **GRANTEE**'s exercise of any of its rights granted hereunder, **GRANTEE** may, in its reasonable discretion, relocate such facilities as may be practicable to a new site designated by **GRANTOR** and acceptable to **GRANTEE**. In the event any such facilities are so relocated, **GRANTOR** shall reimburse **GRANTEE** for the cost thereof and convey to **GRANTEE** an equivalent easement at the new site.

8. **GRANTEE'S** right to assign or transfer its rights, privileges and easements, as granted herein, shall be strictly limited to the assignment or transfer of such rights, privileges and easements to any business which lawfully assumes any or all of **GRANTEE'S** obligations as a public service company or such other obligations as may be related to or incidental to **GRANTEE'S** stated business purpose as a public service company; and any such business to which such rights, privileges and easements may be assigned shall be bound by all of the terms, conditions and restrictions set forth herein.

9. If there is an Exhibit A attached hereto, then the easement granted hereby shall additionally be subject to all terms and conditions contained therein provided said Exhibit A is executed by **GRANTOR** contemporaneously herewith and is recorded with and as a part of this Right of Way Agreement.

10. Whenever the context of this Right of Way Agreement so requires, the singular number shall mean the plural and the plural the singular.

Initials: _____

(Page 2 of 4 Pages)
DEVID No(s). 28-25-0005

Form No. 728493-1 (Dec 2021)

© 2025 Dominion Energy



Right of Way Agreement

11. **GRANTOR** covenants that it is seised of and has the right to convey this easement and the rights and privileges granted hereunder; that **GRANTEE** shall have quiet and peaceable possession, use and enjoyment of the aforesaid easement, rights and privileges; and that **GRANTOR** shall execute such further assurances thereof as may be reasonably required.

12. The individual executing this Right of Way Agreement on behalf of **GRANTOR** warrants that they have been duly authorized to execute this easement on behalf of said County.

NOTICE TO LANDOWNER: You are conveying rights to a public service corporation. A public service corporation may have the right to obtain some or all these rights through exercise of eminent domain. To the extent that any of the rights being conveyed are not subject to eminent domain, you have the right to choose not to convey those rights and you could not be compelled to do so. You have the right to negotiate compensation for any rights that you are voluntarily conveying.

IN WITNESS WHEREOF, GRANTOR has caused its name to be signed hereto by authorized officer or agent, described below, on the date first above written.

APPROVED AS TO FORM:

COUNTY OF NEW KENT

(Name)

By:

(Title)

Title:

State of

County of

, to-wit:

I, _____, a Notary Public in and for the State of _____

at Large, do hereby certify that this day personally appeared before me

in my jurisdiction aforesaid _____,

(Name of officer or agent)

(Title of officer or agent)

on behalf of

County, Virginia, whose name is

signed to the foregoing writing dated this _____ day of _____, 20____, and
acknowledged the same before me.

Given under my hand _____, 20____

Notary Public (Print Name)

Notary Public (Signature)

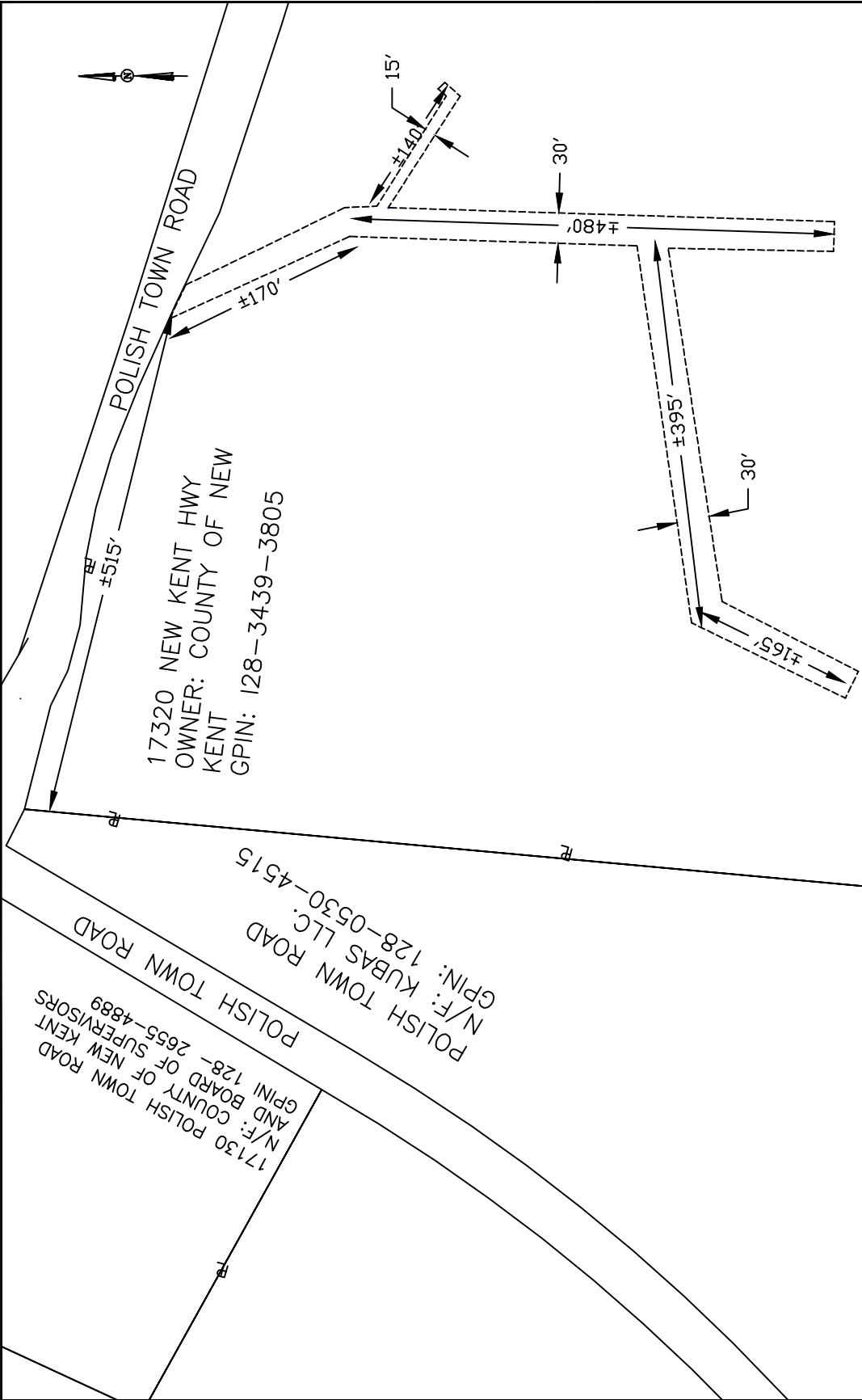
Virginia Notary Reg. No. _____

My Commission Expires: _____

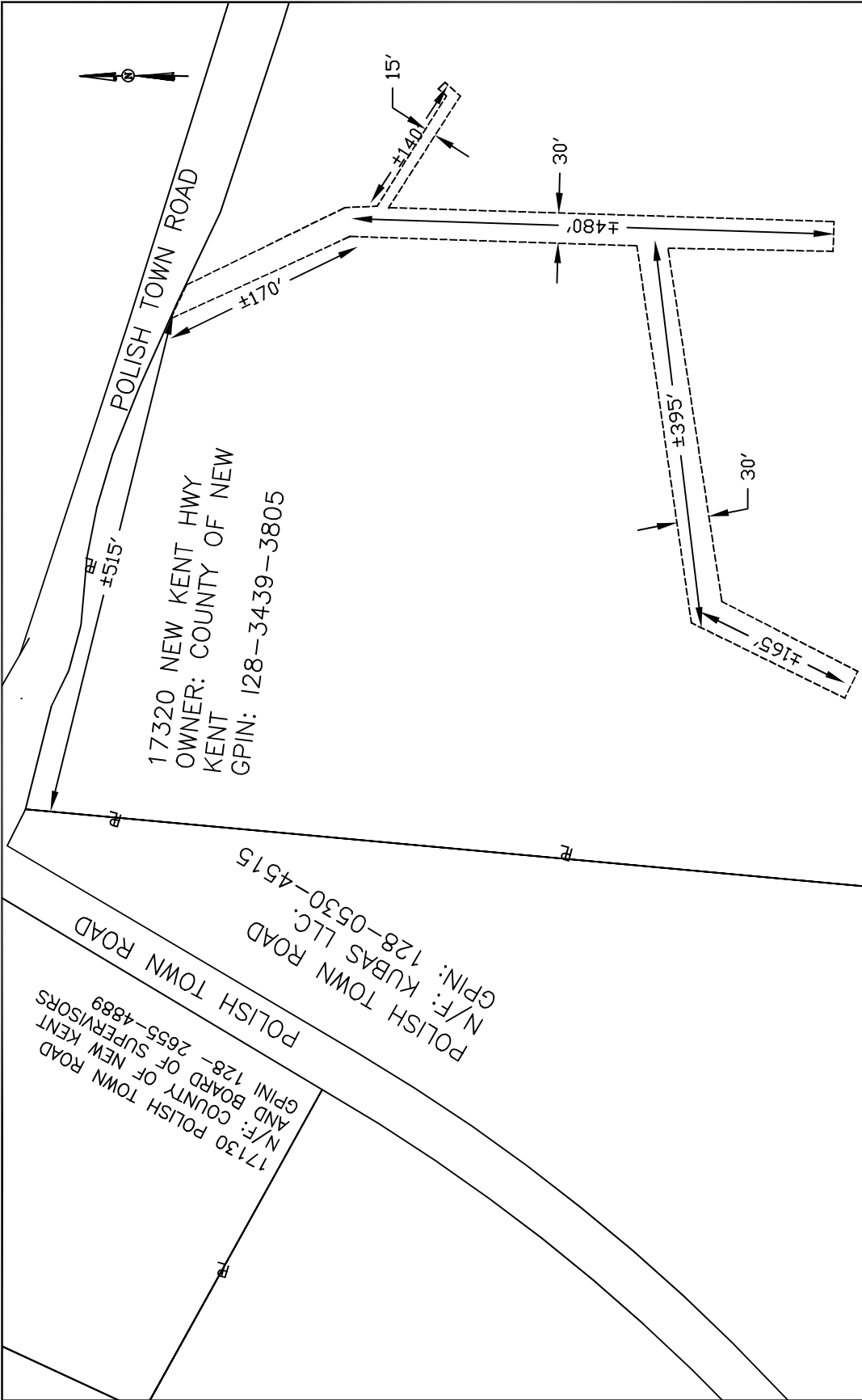
(Page 3 of 4 Pages)

ROW No(s) 28-25-0005

(Notary Seal Here)



LEGEND		Region	Local Office	State	OH/UG/C	
--- Location of Right of Way Boundary		EASTERN	WILLIAMSBURG	VA	PLAT TO ACCOMPANY	
== Indicates Property Line is Right of Way Boundary		County/City			RIGHT OF WAY AGREEMENT	
		NEW KENT			VIRGINIA ELECTRIC AND POWER COMPANY	
		Work Request Number	DEVID No.	Grid Number	doing business as	
		10701520	10701520	M1547	Dominion Energy Virginia	
		Date	By	Scale		
		2/5/2025	ERIN LAWSON	Not to Scale		
OWNER INITIALS _____					Page 4 of 4	



LEGEND		Region	Local Office	State	OH/UG/C	
--- Location of Right of Way Boundary		EASTERN	WILLIAMSBURG	VA	PLAT TO ACCOMPANY	
== Indicates Property Line is Right of Way Boundary		County/City			RIGHT OF WAY AGREEMENT	
		NEW KENT			VIRGINIA ELECTRIC AND POWER COMPANY	
		Work Request Number	DEVID No.	Grid Number	doing business as	
		10701520	10701520	M1547	Dominion Energy Virginia	
		Date	By	Scale		
		2/5/2025	ERIN LAWSON	Not to Scale		
OWNER INITIALS _____					Page 4 of 4	

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

R-27-17

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 14th day of August, 2017:

<u>Present:</u>	<u>Vote:</u>
Patricia A. Paige	Aye
Ron Stiers	Aye
Thomas W. Evelyn	Aye
C. Thomas Tiller, Jr.	Aye
W. R. Davis, Jr.	Aye

Motion was made by Mr. Stiers, which carried 5:0, to adopt the following resolution:

**A RESOLUTION TO APPROVE CONDITIONAL USE PERMIT
APPLICATION CUP-04-17, PYRAMID NETWORK SERVICES LLC,
TO AUTHORIZE THE CONSTRUCTION OF A
WIRELESS COMMUNICATIONS TOWER
LOCATED ON A PORTION OF TAX MAP 37-13 (GPIN I29-0505-3387)**

WHEREAS, New Kent County (property owner) and representatives from Pyramid Network Services, LLC (applicant), have submitted a "Conditional Use Permit Application" dated June 9, 2017; and

WHEREAS, said application requests a conditional use permit to construct a wireless radio communications tower (as defined by the New Kent County Zoning Ordinance) on a portion of a parcel identified on the New Kent County digital map as GPIN #I29-0505-3387 (Tax Map and parcel 37-13); and

WHEREAS, subsequent to receiving a complete application and within the timeframes established by Code, the Planning Commission scheduled and conducted a formal and duly advertised public hearing on July 17, 2017 where they carefully considered the public comment received and voted 10:0:1 to forward a recommendation of approval to the Board of Supervisors; and

WHEREAS, within the timeframes established by the Code of Virginia and New Kent County Code, the Board of Supervisors scheduled and conducted a formal and duly advertised public hearing on August 14, 2017, and carefully considered the comments received; and

WHEREAS, the Board of Supervisors has evaluated the application based on the current zoning of the parcel, which is Agricultural, the standards set forth in the Conditional Use Permit Provisions of the Zoning Ordinance (Article XIX, § 98-745 (12) et seq.), and the proposed conditions in the staff memo; and

WHEREAS, the Board of Supervisors finds that approval of CUP-04-17 with the conditions stated herein is appropriate to address, protect, and promote public convenience, necessity, general welfare, and good zoning practices in the County and the health, safety, and general welfare of the Citizens in the County;


NOW THEREFORE, BE IT RESOLVED that on this, the 14th day of August, 2017, by the New Kent County Board of Supervisors, that Conditional Use Permit Application CUP-04-17 submitted by New Kent County (property owner) and Pyramid Network Services, LLC (applicant), be, and it hereby is, approved, subject to the following conditions:

1. This Conditional Use Permit shall apply only to the application and supplemental application materials submitted as CUP-04-17 on June 9, 2017 to the Community Development Department.
2. A dedication of a ten-foot-by-ten-foot ground space shall be reserved to New Kent County for the purposes of possible construction of a communications tower shelter for tower equipment and any other purposes pertaining thereto.
3. From the date of approval of CUP-04-17, the applicant shall have one year to relocate equipment identified as "RAMIS" (two antenna dishes) from the communications tower located on Tax Map 27-6J to the proposed communications tower located at Tax Map 37-13.
4. A dedication at the highest operable position shall be reserved solely to New Kent County.
5. The applicant shall work towards, in a viable manner, to become further integrated with the New Kent County emergency services communications systems to create a more efficient and effective integration system.

BE IT FURTHER RESOLVED, that the County Administrator be, and he is hereby, directed to have a fully executed copy of this Resolution recorded upon the Land Records of the County in the office of the Clerk of the Circuit Court.

Attest:

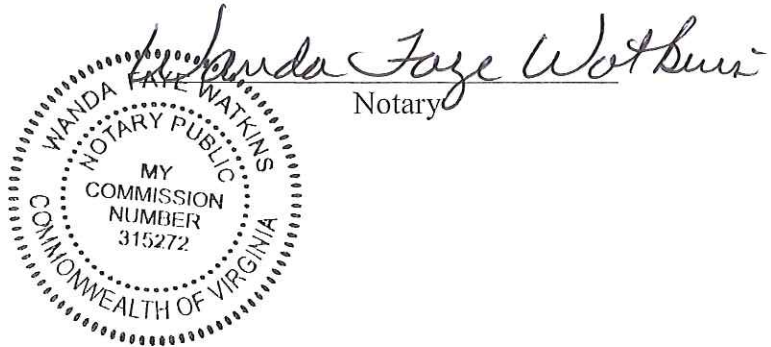

Rodney A. Hathaway
County Administrator


W.R. Davis, Jr.
Chairman

COUNTY OF NEW KENT
COMMONWEALTH OF VIRGINIA

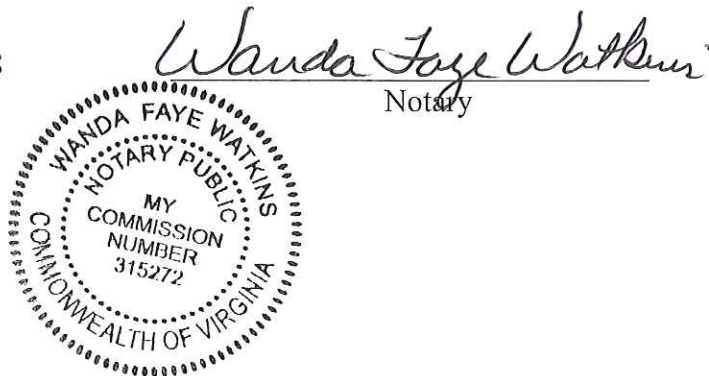
The foregoing instrument was acknowledged before me this 15th day of August, 2017 by Rodney A. Hathaway, County Administrator and Clerk of the New Kent Board of Supervisors.

My commission expires: 12-31-2018
My Commission Number: 315272

COUNTY OF NEW KENT
COMMONWEALTH OF VIRGINIA

The foregoing instrument was acknowledged before me this 17th day of August, 2017 by W.R. Davis, Jr., Chairman of the New Kent Board of Supervisors.

My commission expires: 12-31-2018
My Commission Number: 315272



INSTRUMENT 170002597
RECORDED IN THE CLERK'S OFFICE OF
NEW KENT COUNTY CIRCUIT COURT ON
August 22, 2017 AT 11:38 AM
AMY P. CRUMP, CLERK
RECORDED BY: KSM

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

R-09-25

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 14th day of April, 2025:

Present:

Vote:

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

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

**RESOLUTION APPROVING RIGHT OF WAY
AGREEMENT WITH DOMINION ENERGY VIRGINIA
TO GRANT A UTILITY EASEMENT ACROSS
TAX MAP PARCEL #37-9A**

WHEREAS, the County owns tax map parcel #37-9A consisting of 43 acres located off of New Kent Highway, State Route 30; and

WHEREAS, Dominion Energy Virginia has requested a 30-foot variable width easement across tax map parcel #37-9A for the installation of a new electrical line that will serve a cellular communications tower; and

WHEREAS, In accordance with section 15.2-1800(B) of the Code of Virginia, the New Kent County Board of Supervisors have conducted a duly advertised public hearing; and

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors of New Kent County, Virginia that the County Administrator is hereby authorized to execute the proposed Right of Way Agreement on behalf of New Kent County to grant a 30-foot variable width easement across tax map parcel #37-9A to Dominion Energy Virginia.

Adopted this 14th day of April, 2025

Rodney A. Hathaway
County Administrator

Thomas W. Evelyn
Chairman

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

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

Meeting Date: 4/14/2025

PUBLIC HEARINGS

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

Subject

**PUBLIC HEARING - Proposed Tax Levies for Fiscal Year
2026 - County Administrator Rodney Hathaway**

Issue

Recommendation

No action is requested at this time.

Fiscal Implications

Policy Implications

Legislative History

Discussion

Time Needed:

Person Appearing:

Rodney A.
Hathaway, County
Administrator

Request
prepared by:

A. Stanger, Executive
Assistant

Telephone:

804-966-9683

Copy provided
to:

ATTACHMENTS:

Description
Proposed FY26 Tax Levies (PDF)

Type
Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Stanger, Amanda	Approved	3/21/2025 - 11:50 AM
Administration	Hathaway, Rodney	Approved	3/28/2025 - 10:03 AM
Attorney	Everard, Joshua	Approved	3/31/2025 - 4:26 PM

**New Kent County Board of Supervisors
Notice of Public Hearing
Proposed Tax Levies for Fiscal Year 2026**

Pursuant to Section 58.1-3007, Section 58.1-3321 and 15.2-1427, Code of Virginia, 1950, as amended, the Board of Supervisors of New Kent County, Virginia (New Kent County) will hold a Public Hearing on April 14, 2025, beginning at 6:30 p.m., or as soon thereafter as possible, in the Boardroom of the County Administration Building, 12007 Courthouse Circle, New Kent, Virginia for the purpose of considering the following proposed tax levies to support the proposed Fiscal Year 2026 Budget of New Kent County.

TAX LEVIES

**AN ORDINANCE TO IMPOSE TAX LEVIES UPON REAL ESTATE AND
TANGIBLE PERSONAL PROPERTY FOR THE FISCAL YEAR 2025-26**

The following levies are proposed to become effective July 1, 2025 (FY26 Budget):

Class of Property	Rate Per \$100 of Assessed Valuation	Proposed Rate Per \$100 of Assessed Valuation
1. Real Estate	\$0.59	\$0.62
2. Vehicles without motive power, used or designed to be used as manufactured homes as defined in Section 36-85.3 of the Code of Virginia.	\$0.59	\$0.62
3. Public Service Corporation Real Property	\$0.59	\$0.62
4. Tangible Personal Property not otherwise exempt or set out	\$3.75	\$3.75
5. Motor Vehicles	\$3.10	\$3.10
6. Public Service Corporation Tangible Personal Property	\$3.75	\$3.75
7. Special rate for Tangible Personal Property not otherwise exempt or set out for one vehicle per qualified Fire-Rescue Volunteer or Auxiliary Volunteer	\$1.55	\$1.55
8. Boats, Campers, and Recreational Vehicles	\$3.25	\$3.25
9. Airplanes	\$0.75	\$0.75
10. Machinery and Tools	\$0.75	\$0.75
11. Bottoms Bridge Sewer/Water District <i>Ad Valorem</i> tax	\$0.00	\$0.00

All interested persons may appear and present their views at the above time and place. If a member of the public cannot attend, comments may be submitted by mail to P. O. Box 150, New Kent, VA 23124; by fax to (804) 966-9370, or by email to bos@newkent-va.us. Comments received by 12:00 noon on the day of the hearing will be distributed to Board members and made a part of the public record. A complete copy of the proposed ordinance may be viewed approximately one week prior to the hearing in the Office of the County Administrator at 12007 Courthouse Circle, New Kent, VA 23124, during regular business hours or at <http://www.newkent-va.us>. Anyone needing assistance or accommodation under the provisions of the Americans with Disabilities Act should call the County Administrator's Office at (804) 966-9687.

By the authority of
Rodney A. Hathaway
Clerk of the Board

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

Meeting Date: 4/14/2025

PUBLIC HEARINGS

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

Subject

PUBLIC HEARING - Proposed Amendments to Appendix A - Fees of the New Kent County Code - *County Administrator Rodney Hathaway*

Issue

Recommendation

No action is requested at this time.

Fiscal Implications

Policy Implications

Legislative History

Discussion

Time Needed:

Person Appearing:

Rodney A.
Hathaway, County
Administrator

Request
prepared by:

A. Stanger, Executive
Assistant

Telephone:

804-966-9683

Copy provided
to:

ATTACHMENTS:

Description

Type

Proposed Fee Amendments for FY26 - Appendix A
(PDF)

Cover Memo

REVIEWERS:

Department

Reviewer

Action

Date

Clerk

Stanger, Amanda

Approved

3/21/2025 - 11:50
AM

Administration

Hathaway, Rodney

Approved

3/28/2025 - 10:03
AM

**NEW KENT COUNTY
PROPOSED FY26 BUDGET
FEE CHANGES**

Notice is hereby given that the New Kent County Board of Supervisors will hold a public hearing on Monday, April 14, 2025, at 6:30 p.m., or as soon thereafter as possible, in the Boardroom of the County Administration Building, 12007 Courthouse Circle, New Kent, Virginia, to consider the following fee changes.

Under the authority granted in §§ 15.2-2286 and 36-105 of the Code of Virginia, an Ordinance to amend Appendix A of the New Kent County Code to increase or amend fees as follows:

ANIMAL CONTROL

Item	Current	Proposed
Control of dangerous dog Dangerous dog initial registration	\$50.00	\$150.00
Dangerous dog annual renewal	*NEW*	\$85.00

BUILDING PERMIT FEES

Item	Current	Proposed
Residential building permits: Estimated market value per \$1,000.00 or fraction thereof	\$2.00	\$2.25
Zoning verification fee collected with building permit application	\$30.00	\$40.00

PUBLIC SAFETY – FIRE DEPARTMENT

Item	Current	Proposed
<u>Cost Recovery for Emergency Response:</u>		
Deputy Fire Marshal	\$65.00/HR	\$130.00/HR
Assistant Fire Marshal	\$40.00/HR	\$80.00/HR
Fire Captain	\$35.00/HR	\$90.00/HR
Battalion Chief	\$55.00/HR	\$110.00/HR
Firefighter(s)	\$25.00/HR	\$70.00/HR
Emergency response fee for individuals convicted of operating a vehicle or watercraft while intoxicated, reckless driving, driving with no operator's license or on a suspended or revoked license, or improperly leaving the scene of an accident	\$250.00	\$1,000.00
<u>Cost Recovery for Emergency Medical Services:</u>		
Outside agency annual permit fee	\$100.00	\$500.00
Permit Fee	\$25.00 annually	\$0.00

<u>Private Event Request: (Minimum 4 hours)</u>		
Fire-Rescue Personnel	\$60.00/HR	\$120.00/HR
Fire Marshal's Office Personnel	\$65.00/HR	\$130.00/HR
Emergency Management Personnel	\$60.00/HR	\$120.00/HR

All interested persons may appear and present their views at the above time and place. If a member of the public cannot attend, comments may be submitted by mail to P. O. Box 150, New Kent, VA 23124; by fax to (804) 966-9370, or by email to bos@newkent-va.us. Comments received by 12:00pm on the day of the hearing will be distributed to Board members and made a part of the public record. A complete copy of the proposed ordinance may be viewed approximately one week prior to the hearing in the Office of the County Administrator at 12007 Courthouse Circle, New Kent, VA 23124, during regular business hours or at <http://www.newkent-va.us>. Anyone needing assistance or accommodation under the provisions of the Americans with Disabilities Act should call the County Administrator's Office at (804) 966-9687.

By the authority of
Rodney A. Hathaway
Clerk of the Board

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

Meeting Date: 4/14/2025

PUBLIC HEARINGS

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

Subject

PUBLIC HEARING - Proposed Amendment of Appendix A and Establishment of Appendix B - Public Utility Fees of the New Kent County Code - *County Administrator Rodney Hathaway*

Issue

Recommendation

No action is requested at this time.

Fiscal Implications

Policy Implications

Legislative History

Discussion

This year, an Ordinance to amend Appendix A (by removing Public Utility fees from said appendix) and establish Appendix B (which will consist of only Public Utility fees) will be brought before the Board. This recommendation came from Public Utilities to help with clarity of current fees as well as ease of amendment in future budget processes. This amendment and subsequent establishment has been approved by the County Attorney and Finance is in full support of the change to help make our fee schedules easier for public consumption.

Time Needed:

Person Appearing:

Rodney A.
Hathaway, County
Administrator

Request
prepared by:

A. Stanger, Executive
Assistant

Telephone:

804-966-9683

Copy provided
to:

ATTACHMENTS:

Description

Type

Proposed Fee Amendments for FY26 - Appendix B
(PDF)

Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Stanger, Amanda	Approved	3/21/2025 - 11:50 AM
Administration	Hathaway, Rodney	Approved	3/28/2025 - 10:03 AM
Attorney	Everard, Joshua	Approved	3/31/2025 - 4:25 PM

**NEW KENT COUNTY
PROPOSED FY26 BUDGET
PUBLIC UTILITY FEE CHANGES**

Notice is hereby given that the New Kent County Board of Supervisors will hold a public hearing on Monday, April 14, 2025, at 6:30 p.m., or as soon thereafter as possible, in the Boardroom of the County Administration Building, 12007 Courthouse Circle, New Kent, Virginia, to consider the following fee changes.

Under the authority granted in §§ 15.2-2286 and 36-105 of the Code of Virginia, an Ordinance to amend Appendix A and establish Appendix B of the New Kent County Code to increase or amend fees as follows:

PUBLIC UTILITIES

Item	Current (Appendix A)	Proposed (Appendix B)
<u>New Account Fees:</u>		
Water deposit fee (homeowners)	\$50.00	\$50.00
Water deposit fee (non-owner, pursuant to Va. Code Section 15.2-2119)	\$100.00	\$100.00
Sewer deposit fee (non-owner, pursuant to Va. Code Section 15.2-2119)	\$150.00	\$150.00
Irrigation deposit fee (non-owner, pursuant to Va. Code Section 15.2-2119)	\$100.00	\$100.00
Water meter installation/transfer fee Administrative Fee	\$35.00	\$35.00
<u>Miscellaneous Fees:</u>		
Meter reinstallation fee	\$100.00	\$100.00
Turning water on and off after-hours fee	\$50.00	\$0.00
Restoring water service terminated for nonpayment	\$50.00	\$50.00
Payment extension fee	\$15.00	\$15.00
Testing water meter	\$35.00	\$35.00
<u>Construction/Hydrant Meters:</u>		
Construction water meter deposit – 3” meter with backflow preventer	\$950.00	\$950.00
Construction water meter deposit – 3” meter without backflow preventer	\$750.00	\$0.00
Construction water meter deposit – 1” meter	\$400.00	\$400.00
Construction water user fee	\$50.00	\$50.00
<u>Development/Engineering Fees:</u>		
Plan Review - Per linear foot of mainline pipe	\$0.50	\$0.50
New Plan Review - minimum fee	\$250.00	\$250.00
Plan Review - Major Utility Asset (pumping station, elevated storage tank, etc.)	*NEW*	\$1,500.00
GIS as-built insertion fees, per linear foot of installed pipe	\$1.00	\$1.00
GIS as-built insertion - minimum fee	\$1.00	\$250.00
Construction Inspection - Water: Per linear foot of mainline pipe	\$1.00	\$1.00

Construction Inspection - Sewer: Per linear foot of mainline pipe	\$1.50	\$1.50
Construction Inspection - Major Utility Asset (pumping station, elevated storage tank, etc.)	*NEW*	\$1,500.00
New Construction Inspection - minimum fee	\$250.00	\$250.00
Hydrant Flow Testing Fee	*NEW*	\$250.00
Expedited Plan Review Fee	*NEW*	\$500.00
<u>Domestic Water Meter Installation Fees (based on size of water meter):</u>		
5/8"	\$350.00	\$400.00
3/4"	\$400.00	\$425.00
1"	\$450.00	\$500.00
1½"	\$1,650.00	\$1,850.00
2"	\$1,750.00	\$2,100.00
3"	Per supplier invoice	\$2,500.00
4"	*NEW*	\$4,250.00
6"	*NEW*	\$7,250.00
<u>Irrigation Meter Installation Fees – Residential:</u>		
Installation - 5/8" meter only	\$350.00	\$400.00
Installation - service line, box, 5/8" meter	\$1,750.00	\$1,800.00
<u>Reclaimed Water Fees:</u>		
Reclaimed water (per 1,000 gallons - no minimum - billed monthly)	\$0.93	\$0.97
<u>Water User Rates:</u>		
Number of billings per year (bi-monthly)	6	6
Number of gallons for minimum usage charge	6,000 or fewer	6,000 or fewer
5/8" and 3/4" meter minimum usage charge (0-6000 gallons)	\$49.51	\$51.49
1"-meter minimum usage charge (0-6000 gallons)	\$92.58	\$96.28
1½" meter minimum usage charge (0-6000 gallons)	\$195.11	\$202.91
2"-meter minimum usage charge (0-6000 gallons)	\$293.21	\$304.94
3"-meter minimum usage charge (0-6000 gallons)	\$511.49	\$531.95
4"-meter minimum usage charge (0-6000 gallons)	\$819.05	\$851.81
6"-meter minimum usage charge (0-6000 gallons)	\$1,636.97	\$1,702.45
8"—10" meter minimum usage charge (0-6000 gallons)	\$2,926.12	\$3,043.16
<u>Plus - Charges per 1,000 gallons over minimum usage for total water consumption (domestic and plus irrigation):</u>		
Usage 6,001—12,000 gallons	\$7.44	\$7.74

Usage 12,001—18,000 gallons	\$8.10	\$8.42
Usage 18,001+ gallons	\$8.50	\$8.84
<u>Sewer User Rates:</u>		
Number of billings per year (bi-monthly)	6	6
Number of gallons for minimum usage charge	6,000 or fewer	6,000 or fewer
5/8" and 3/4" meter minimum usage charge (0-6000 gallons)	\$68.80	\$71.55
1"-meter minimum usage charge (0-6000 gallons)	\$162.04	\$168.52
1½" meter minimum usage charge (0-6000 gallons)	\$316.37	\$329.02
2"-meter minimum usage charge (0-6000 gallons)	\$547.87	\$569.78
3"-meter minimum usage charge (0-6000 gallons)	\$1,095.70	\$1,139.53
4"-meter minimum usage charge (0-6000 gallons)	\$1,780.70	\$1,851.93
6"-meter minimum usage charge (0-6000 gallons)	\$3,645.41	\$3,791.23
8"—10" meter minimum usage charge (0-6000 gallons)	\$7,473.82	\$7,772.77
<u>Plus - Charge per 1,000 gallons over minimum usage for all size meters:</u>		
Usage 6,001—12,000 gallons	\$10.31	\$10.72
Usage 12,001—18,000 gallons	\$11.17	\$11.62
Usage 18,001 + gallons	\$11.77	\$12.24
<u>Water Availability Fees (based on water meter size):</u>		
5/8" and 3/4"	\$2,500.00	\$2,500.00
1"	\$3,900.00	\$3,900.00
1½"	\$7,635.00	\$7,635.00
2"	\$13,360.00	\$13,360.00
3"	\$24,575.00	\$24,575.00
4"	\$42,325.00	\$42,325.00
6"	\$76,375.00	\$76,375.00
8"—10"	\$133,635.00	\$133,635.00
<u>Water Connection Fees (based on water meter size):</u>		
5/8" and 3/4"	\$4,650.00	\$4,650.00
1"	\$7,700.00	\$7,700.00
1½"	\$15,400.00	\$15,400.00
2"	\$26,650.00	\$26,650.00
3"	\$52,450.00	\$52,450.00
4"	\$84,850.00	\$84,850.00

6"	\$174,300.00	\$174,300.00
8"—10"	\$357,900.00	\$357,900.00
<u>Sewer Availability Fees (based on water meter size):</u>		
5/8" and 3/4"	\$2,500.00	\$2,500.00
1" meter	\$3,900.00	\$3,900.00
1½" meter	\$7,635.00	\$7,635.00
2" meter	\$13,360.00	\$13,360.00
3" meter	\$24,575.00	\$24,575.00
4" meter	\$42,325.00	\$42,325.00
6" meter	\$76,375.00	\$76,375.00
8"—10" meter	\$133,635.00	\$133,635.00
<u>Sewer Connection Fees (based on water meter size):</u>		
5/8" and 3/4"	\$9,275.00	\$9,275.00
1"	\$13,875.00	\$13,875.00
1½"	\$27,750.00	\$27,750.00
2"	\$47,800.00	\$47,800.00
3"	\$95,625.00	\$95,625.00
4"	\$155,850.00	\$155,850.00
6"	\$319,350.00	\$319,350.00
8"—10"	\$654,150.00	\$654,150.00

All interested persons may appear and present their views at the above time and place. If a member of the public cannot attend, comments may be submitted by mail to P. O. Box 150, New Kent, VA 23124; by fax to (804) 966-9370, or by email to bos@newkent-va.us. Comments received by 12:00 pm on the day of the hearing will be distributed to Board members and made a part of the public record. A complete copy of the proposed ordinance may be viewed approximately one week prior to the hearing in the Office of the County Administrator at 12007 Courthouse Circle, New Kent, VA 23124, during regular business hours or at <http://www.newkent-va.us>. Anyone needing assistance or accommodation under the provisions of the Americans with Disabilities Act should call the County Administrator's Office at (804) 966-9687.

By the authority of
Rodney A. Hathaway
Clerk of the Board

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

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

Meeting Date: 4/14/2025

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:

A. Stanger, Executive
Assistant

Telephone:

804-966-9683

Copy provided
to:

ATTACHMENTS:

Description

Type

Appointments Delegated by District (PDF)

Cover Memo

REVIEWERS:

Department
Clerk

Reviewer
Stanger, Amanda

Action
Approved

Date
3/18/2025 - 3:23 PM

PROPOSED MOTIONS:

DISTRICT ONE APPOINTMENTS

I move to appoint _____ as District One representative to the Clean County Committee to complete a four-year term ending December 31, 2026. *(This seat was filled by Lily Brame who is away at college.)*

I move to appoint _____ as District One representative to the Historic Commission to serve a four-year term beginning January 1, 2025 and ending December 31, 2028. *(The term of Patti Gulick expired 12/31/24.)*

I move to appoint _____ as District One alternate representative to the Historic Commission to serve a four-year term beginning January 1, 2025 and ending December 31, 2028. *(The term of John Gulick expired 12/31/24.)*

I move to appoint _____ as a District One representative to the Housing Advisory Committee. *(This seat was held by Shana Abdus. Ms. Abdus is serving as the Department of Social Services representative.)*

I move to appoint _____ as District One representative to the Seniors' Volunteer Hall of Fame Selection Committee to serve a two-year term beginning January 13, 2025 and ending December 31, 2026. *(This is a new position created by the adoption of Resolution R-02-25 R1 on January 13, 2025.)*

I move to appoint _____ as District One representative to the Social Services Advisory Board to complete a term ending June 30, 2025. *(This seat was held by Larry Clark and he has indicated he is not able to complete this term.)*

PROPOSED MOTIONS:

DISTRICT TWO APPOINTMENTS

I move to appoint _____ as a District Two representative to the Housing Advisory Committee. (This seat was held by Elizabeth Remorenko. Ms. Remorenko resigned on January 6, 2025.)

PROPOSED MOTIONS:

DISTRICT THREE APPOINTMENTS

NONE

PROPOSED MOTIONS:

DISTRICT FOUR APPOINTMENTS

I move to appoint _____ as District Four representative to the Seniors' Volunteer Hall of Fame Selection Committee to serve a two-year term beginning January 13, 2025 and ending December 31, 2026.
(This is a new position created by the adoption of Resolution R-02-25 R1 on January 13, 2025.)

PROPOSED MOTIONS:

DISTRICT FIVE APPOINTMENTS

I move to appoint _____ as District Five representative to the Purchase of Development Rights Committee to complete a three-year term beginning July 1, 2024 and ending June 30, 2027. *(The term of Julian Ward expired 6/30/21.)*

I move to appoint _____ as District Five representative to the Seniors' Volunteer Hall of Fame Selection Committee to serve a two-year term beginning January 13, 2025 and ending December 31, 2026. *(This is a new position created by the adoption of Resolution R-02-25 R1 on January 13, 2025.)*

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

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

Meeting Date: 4/14/2025

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:

Request
prepared by:

Copy provided
to:

Person Appearing:

Telephone:

804-966-9683

A. Stanger, Executive
Assistant

ATTACHMENTS:

Description

Appointments NOT Delegated by District (PDF)

Type

Cover Memo

REVIEWERS:

Department
Clerk

Reviewer
Stanger, Amanda

Action
Approved

Date
3/18/2025 - 3:26 PM

PROPOSED MOTIONS:

Boards and Commissions not Delegated by District

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 **Nancy Nolan** as an at large representative to the Clean County Committee to complete a term ending December 31, 2025. *(This seat was filled by Laura Clark who is away at college.)*

I move to appoint **Jillian Davenport** as the Juvenile Court Services Unit representative to the Community Policy and Management Team to complete a two-year term beginning January 1, 2024 and ending June 30, 2026. (Joseph Wright had been serving but left his position effective 3/1/2025. CSA Director DeDreama Harrod has requested that Jillian Davenport be appointed in his place.)

I move to appoint _____ as an at large representative to the Purchase of Development Rights Committee to complete a three-year term beginning July 1, 2023 and ending June 30, 2026. *(The term of Robert Gray expired 6/30/23. Mr. Gray was appointed as the District 2 representative on 1/10/24 and is not eligible to serve in this seat.)*

I move to appoint _____ as an at large representative to the Seniors' Volunteer Hall of Fame Selection Committee to serve a two-year term beginning January 13, 2025 and ending December 31, 2026. *(This is a new position created by the adoption of Resolution R-02-25 R1 on January 13, 2025.)*

PLEASE NOTE – The following 8 appointments are for the Youth Community Service Committee. The term is one year and **your appointees DO NOT have to reside within your district.** Please note, **one adult member position is also open.**

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, 2025. *(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, 2025. *(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, 2025. *(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, 2025. *(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, 2025. *(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, 2025. *(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, 2025. *(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, 2025. *(This seat was held by Caroline Bandy. Ms. Bandy's term expired 12/31/24 and she does not wish to be reappointed. 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 complete a three-year term beginning January 1, 2024 and ending December 31, 2026. *(Tonnie Swartout had been serving and her term expired 12/31/23.)*

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

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

Meeting Date: 4/14/2025

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:

A. Stanger, Executive
Assistant

Telephone:

804-966-9683

Copy provided
to:

ATTACHMENTS:

Description

Type

Appointments - Regional Boards and Commissions
(PDF)

Cover Memo

REVIEWERS:

Department
Clerk

Reviewer
Stanger, Amanda

Action
Approved

Date
3/18/2025 - 3:38 PM

Regional Boards and Commissions

I move to appoint _____ as New Kent's alternate representative to the Richmond Regional Transportation Planning Organization's Citizen Transportation Advisory Committee to complete a term ending December 31, 2025. *(This seat was previously held by John P. Moyer prior to being elected as District Two Supervisor.)*

I move to appoint _____ as a New Kent representative to the Thrive Virginia Board to serve a four-year term beginning January 1, 2025 and ending December 31, 2028. *(Joe Swartout had been serving and resigned. His term would have expired December 31, 2024.)*

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

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

Meeting Date: 4/14/2025

APPOINTMENTS

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

Subject

Appointments - Board Staff Appointments

Issue

Recommendation

Fiscal Implications

Policy Implications

Legislative History

Discussion

Time Needed:

Person Appearing:

Request
prepared by:

A. Stanger, Executive
Assistant

Telephone:

804-966-9683

Copy provided
to:

ATTACHMENTS:

Description

Board/Staff Appointments (PDF)

Type

Cover Memo

REVIEWERS:

Department

Reviewer

Action

Date

Clerk

Stanger, Amanda

Approved

4/2/2025 - 1:44 PM

Administration

Hathaway, Rodney

Approved

4/2/2025 - 4:00 PM

Attorney

Everard, Joshua

Approved

4/4/2025 - 12:25 PM

Board Member/Staff Appointments
To County Committees and Commissions

I move to appoint **Rodney A. Hathaway** as the Board representative to the Capital Area Agency on Aging, The Span Center (formerly known as Senior Connections) Board of Directors to serve a term ending December 31, 2027.

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

Meeting Date: 4/14/2025

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 May 6, 2025, and the next work session will be held at 9:00 a.m. on April 29, 2025, both in the Boardroom of the County Administration Building .

Time Needed:		Person Appearing:	
Request prepared by:	A. Stanger, Executive Assistant	Telephone:	804-966-9683
Copy provided to:			

ATTACHMENTS:

Description	Type
Closed Session Motions (PDF)	Cover Memo

REVIEWERS:

Department	Reviewer	Action	Date
Clerk	Stanger, Amanda	Approved	4/2/2025 - 4:16 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